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

**TUESDAY** **JUNE 25, 2013** **8:30 A.M.**

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

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|---|---|---|---|
| Susan Gorin | First District | Veronica A. Ferguson | County Administrator |
| David Rabbitt | Second District | Bruce Goldstein | County Counsel |
| Shirlee Zane | Third District | | |
| Mike McGuire | Fourth District | | |
| Efren Carrillo | Fifth District | | |

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Board of Directors of the Northern Sonoma County Air Pollution Control District, the Sonoma County Public Finance Authority, the Sonoma Clean Power Authority, and as the governing board of all special districts having business on the agenda to be heard this date. Each of the foregoing entities is a separate and distinct legal entity.

The Board welcomes you to attend its meetings which are regularly scheduled each Tuesday at 8:30 a.m. Your interest is encouraged and appreciated.

**AGENDAS AND MATERIALS:** Agendas and most supporting materials are available on the Board's website at http://www.sonoma-county.org/board/. Due to legal, copyright, privacy or policy considerations, not all materials are posted online. Materials that are not posted are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, at 575 Administration Drive, Room 100A, Santa Rosa, CA.

**SUPPLEMENTAL MATERIALS**: Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the Board of Supervisors office at 575 Administration Drive, Room 100A, Santa Rosa, CA, during normal business hours.

**DISABLED ACCOMMODATION**: If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact the Clerk of the Board at (707) 565-2241, as soon as possible to ensure arrangements for accommodation.

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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 76)

### PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 3)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution proclaiming the week of July 21 – July 27, 2013 as Pretrial, Probation, and Parole Supervision Week in Sonoma County. (Probation)

PRESENTATIONS AT DIFFERENT DATE

2. Adopt a Gold Resolution congratulating the Filipino Community of Sonoma County Inc.'s Annual Philippine Fiesta and Independence Day Celebration in Sonoma County in Sonoma County, acknowledging the many contributions the Filipino community has added to the cultural makeup of Sonoma County. (Fourth District)

3. Adopt a Gold Resolution honoring Diane Spain for her significant accomplishments and service to Seniors in the West County community. (Fifth District)

### AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

4. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to enter into an agreement with the California Department of Fish and Wildlife for $1 million in grant funding to contribute to the acquisition of two properties totaling 294 acres for Mark West Regional Park and Open Space Preserve. (First District)

5. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District (District) to execute two professional services agreements for work on District lands: (A) an agreement with Prunuske Chatham, Inc. in an amount not-to-exceed $250,000 for environmental planning and environmental impact assessment services; effective from date of execution to June 30, 2016; and (B) an agreement with Questa Engineering Corporation in an amount not-to-exceed $250,000 for Land Management Services; effective from date of execution to June 30, 2016.

CONSENT CALENDAR (Continued)

6. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute contract amendments between the District and:
   (A) LandPaths that adds $136,143 to the contract for a contract total of $577,893, funding 36 additional public outings including two larger scale events on District-protected properties through September 30, 2014; and
   (B) Sotoyome Resource Conservation District, in partnership with Southern Sonoma County Resource Conservation District, that adds $45,610 to the contract for a contract total of $141,543, funding nine additional public outings on District-protected properties through September, 30 2014; and
   (C) Sonoma Ecology Center that adds $38,280 to the contract for a contract total of $152,421, funding 18 additional public outings on District-protected properties through September 30, 2014; and
   (D) The Center for Social and Environmental Stewardship that adds $15,875 to the contract for a contract total of $76,505, funding five additional public outings on District-protected properties through September 30, 2014.

**COMMUNITY DEVELOPMENT COMMISSION**
(Commissioners: Gorin, Rabbitt, Zane, McGuire, Carrillo)
**AND**
**BOARD OF SUPERVISORS / SUCCESSOR AGENCY TO THE SONOMA COUNTY COMMUNITY REDEVELOPMENT AGENCY**

7. Agreement for County and Legal Services –
   (A) Authorize the Chair of the Sonoma County Board of Supervisors, on behalf of the County, and the Executive Director of the Sonoma County Community Development Commission (CDC), on behalf of the Successor Agency to the Sonoma County Community Redevelopment Agency (Successor Agency), to execute an agreement for services to provide County services to Successor Agency for the period from July 1, 2013 through June 30, 2014, specified in Exhibits A through F of the agreement for not to exceed amounts as follows: County Administrator's Office ($15,665); County Counsel ($170,000); Auditor-Controller-Treasurer-Tax Collector ($100,000); Human Resources, Risk Management ($5,556); General Services, Fleet Operations Division ($5,423); and Information Systems Department ( $36,308); and authorize the Commission's Executive Director to extend the term and increase the dollar amount payable to reflect annual budgetary appropriations,
   (B) Authorize the Executive Director of CDC, as contractor to and on behalf of the Successor Agency, to execute a Legal Services Agreement for Goldfarb and Lipman to provide advisory and representation services to Successor Agency for the period from July 1, 2013 through June 30, 2016, for an amount not to exceed $220,000 in any 12-month period.
   (C) Authorize the Sonoma County Counsel to execute an Amendment to the Legal Services Agreement for Goldfarb and Lipman for litigation services to the Successor Agency to increase the amount of the Agreement to $100,000 and to extend the term to December 31, 2014. (First and Fifth Districts)

CONSENT CALENDAR (Continued)

## SONOMA COUNTY WATER AGENCY

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

8. Authorize the Chair to approve the second amended agreement for Petaluma Aqueduct Cathodic Protection Upgrade Design Services with J.D.H. Corrosion Consultants, expanding the scope of work to include utility research, modify the design details per Water Agency's direction, oversee site investigations, provide monitoring services, and comply with Sonoma-Marin Area Rail Transit right-of-way requirements, and extending the agreement term by 4 years ($30,000 for a new not-to-exceed total of $155,430; second amended agreement terminates June 30, 2017). (Second and Third Districts)

9. Authorize the General Manager to execute a modification to the Memorandum of Understanding for Sonoma County Quantitative Precipitation and Frost Information Proof-of-Concept Demonstration between the Sonoma County Water Agency and National Oceanic and Atmospheric Administration, United States Department of Commerce, in an amount not to exceed $815,000 for a new not-to-exceed total of $1,115,400 and extending the term by four years for a new end date of January 17, 2017.

10. Authorize General Manager to execute an agreement with the United States Department of the Interior, United States Geological Survey, for continuation of the Sonoma Valley groundwater flow model study for the amount $146,500; termination date of October 31, 2014. (First District)

11. Authorize the General Manager to execute an agreement with the United States Department of the Interior, United States Geological Survey for enhancement of Russian River climate change hydrology, for the amount $90,000; termination date of April 30, 2014. (Third, Fourth and Fifth Districts)

12. Authorize the Chair to approve the fourth amended agreement for Cost Accounting System Replacement with Heck & Partners Consulting in an amount not to exceed $100,000 expanding the scope of work to include continued training, tech support, testing, documentation, and extending the agreement term by six months for a new not-to-exceed total of $1,427,456; termination date December 31, 2013.

## AGRICULTURAL COMMISSIONER

13. Adopt Ordinance amending Sonoma County Code Chapter 30-6, 30-7, 30-10 and 30-14 to update fees for automatic point of sale station registration, weighing/measuring device reinspections to recover the reasonable cost of providing those services, and penalties for delinquent payment of reinspection fees. (Second Reading – Ready for Adoption)

## AUDITOR-CONTROLLER-TREASURER TAX COLLECTOR

14. Authorize the Chair to execute an agreement for special assessment district administration services in the amount of $143,550 ($47,850 per year) with NBS Government Finance Group, effective July 1, 2013 through June 30, 2016.

## BOARD OF SUPERVISORS

15. Disbursement of 2012-2013 Discretionary Advertising Funds (Second District) - Approve Advertising Program grant awards and authorize the County Administrator to execute contracts with the following entity for advertising and promotions activities: River town Revival $2,360; Cotati Kids Day Parade $1,200; Farm Trails $700; River Heritage Days $300.

16. Accept Project Labor Agreement Ad Hoc Committee Charter/Scope of Work.

## CHILD SUPPORT SERVICES

17. Authorize the Director of the Department of Child Support Services to execute a two (2) year agreement, with three (3) one-year options for renewal with American Eagle Attorney Services, Dalton Protection Solutions, Excalibur Attorney Services, and Rush Services, for process serving services for all areas within California and nationwide effective July 1, 2013 through June 30, 2015; $40,000 per vendor for a total aggregate payment limit of $160,000 in each of the initial two (2) contract years for all four vendors.

## COMMUNITY DEVELOPMENT COMMISSION

18. Revisions to Funding Allocations and 2013-2014 Action Plan – (A) Approve the revised Sonoma County Consolidated Plan Action Plan: One Year Use of Funds Fiscal Year 2013-14 for the proposed use of Community Development Block Grant, HOME Investment Partnership, and Emergency Solutions Grants funds. (B) Approve the recommended awards for Community Services Funding as attached to this Summary Report for use of $720,000 that is included in the approved Fiscal Year 2013-14 budget, and authorize the Executive Director of the Community Development Commission to execute Grant Agreements and related agreements for the use of said funds.

## COUNTY ADMINISTRATOR

19. Authorize the Director of Fire and Emergency Services to sign a Memorandum of Understanding for Municipal Service Review for Consolidation of Fire Services; Make finding that providing funding to the Cloverdale Fire Protection District for provision of services and mutual aid is necessary to enhance and ensure the public safety of the residents of the area; and Authorize use of $180,000 from the District Formation Funds in the Cloverdale Fire Protection District during consolidation process, and an additional $30,000 to fund a Municipal Services Review by the Local Agency Formation Commission (LAFCO).

20. Authorize the Chair to execute amendment #1 to agreement with the Glen Price Group for grant writing services effective July 1, 2013 through June 30, 2014 in an amount not to exceed $138,660; and Authorize the Chair to execute Amendment #1 to agreement with eCivis Grants Network, Inc. for services effective July 1, 2013 through June 30, 2014 in an amount not to exceed $33,480.

21. Authorize the County Administrator to sign the Memorandum of Understanding for the Sonoma Local Agency Formation Commission (LAFCO) for Fiscal Year 2013-14.

## DISTRICT ATTORNEY

22. Adopt two Resolutions authorizing the District Attorney to submit applications to, and authorize execution of grant agreements with, the California Department of Insurance, to participate in the Workers' Compensation Insurance Fraud Investigation Program in the amount of $70,000, and to participate in the Automobile Insurance Fraud Investigation Program in the amount of $50,000, for the term July 1, 2013, through June 30, 2014.

## GENERAL SERVICES

23. Adopt a Resolution to revise the County's schedule of parking penalties.

24. Authorize the General Services Director to execute the Intergovernmental Service Agreement with the City of Healdsburg for the Sonoma County Energy Independence Program to act as administrator for Healdsburg's Residential Utility Incentive Program for two years ending June 30, 2015 at a not-to-exceed annual amount of $15,000.

25. Adopt a Resolution authorizing the installation of the Main Adult Detention Facility (M.A.D.F.) C-Module Security Barrier by the County's Facility Development Management employees without competitive bidding, at a cost of $208,260. (4/5 vote required) (Third District)

26. Authorize the General Services Director to execute the agreement between the City of Cotati and the County of Sonoma General Service Fleet Operations Division to provide fleet maintenance and fleet management services to the City of Cotati for the initial term of one year at an estimated cost of $40,000. (Second District)

27. Authorize the Chair to execute amendment #2 to the agreement for real estate, relocation consulting services with Kathy Wood and Associates, extending the term to June 30, 2014, and increasing the funding by $10,000, for a total agreement cost not to exceed $35,000.

28. Approve and authorize the General Services Director to execute an agreement for the Reconveyance and Conveyance of Easements in favor of the City of Santa Rosa to relocate and replace an obsolete section of the City's sanitary sewer system for County property located on Administration Drive, between Mendocino Avenue and County Center Drive, Santa Rosa; and execute an Easement Grant Deed and other documents necessary to effect conveyance of the easement; and execute a Certificate of Acceptance for reconveyance of the existing easement by the City of Santa Rosa in compliance with Government Code section 27281. (Third District)

## GENERAL SERVICES / ECONOMIC DEVELOPMENT BOARD

29. Authorize the Clerk to publish a notice, declaring the Board's intention to execute a lease with Madalyn, LLC, for approximately 5,286 sq. ft. of office space in the building located at 141 Stony Circle, Santa Rosa, at an initial rate of $1.40 per sq. ft. per month (approximately $7,400.40 per month or $88,804.80 per year) for an initial four-year term, with four 1-year options to extend.

## HEALTH SERVICES

30. Adopt a Resolution amending the effective date of approved new and amended Department of Health Services Public Health Animal Care and Control license fees from July 1, 2013 to September 1, 2013 to allow for uniform implementation of fees. (4/5 vote required)

31. Authorize the Director of Health Services to execute the first amendment to an agreement with Daily Acts to support the Community Garden Network, increasing the contract by $41,000, resulting in a new total not to exceed amount of $61,000, and extending the contract from June 30, 2013 to June 30, 2014.

32. Authorize the Director of Health Services to execute an agreement with Nurse-Family Partnership for maternal and early childhood health services for the period August 1, 2013 through July 31, 2015 in an amount not to exceed $46,000.

33. Authorize the Director of Health Services to execute the first amendment to an agreement with Community Action Partnership of Sonoma County and Persimmony International Inc. for internet-based data management system licensing, increasing the contract by $178,804, resulting in a new total not to exceed amount of $246,424, and extending the term to June 30, 2015.

34. Authorize the Director of Health Services to execute various agreements related to Community Transformation Grant funding previously presented on October 2012:
    (A) California Human Development to develop systems to gather accurate health data and increase wellness opportunities for local farm workers for the period June 1, 2013 through September 29, 2014, in an amount not to exceed $75,000;
    (B) Community Action Partnership to facilitate community planning in South Santa Rosa to address access to healthy food and healthy physical environments for the period June 1, 2013 through September 29, 2014, in an amount not to exceed $40,000; and
    (C) The Regents of the University of California to administer the 2013-2014 California Health Interview Survey to an additional 500 Sonoma County households for a total sample of 1,000 households for the period June 1, 2013 through September 29, 2014, in an amount not to exceed $140,000.

CONSENT CALENDAR (Continued)

35. Investments in Health Access –
    (A) Adopt a Resolution authorizing the County to grant $500,000 to Santa Rosa Community Health Centers toward the capital costs of building a comprehensive community dental clinic.
    (B) Adopt a Resolution authorizing the County to grant $100,000 to Alliance Medical Center toward capital costs and service expansion.
    (C) Adopt a Resolution authorizing the County to grant $100,000 to Alexander Valley Healthcare toward capital costs and service expansion.
    (D) Authorize the Director of Health Services to execute an agreement with La Luz Center to expand access to health care for the period July 1, 2013 to June 30, 2016 in an amount not to exceed $330,000.

36. Authorize the Director of Health Services to execute agreements with the Rohnert Park Department of Public Safety ($80,000), the Petaluma Police Department ($80,000), and the Sebastopol Police Department ($80,000), for alcohol and other drug prevention services for the period July 1, 2013 through June 30, 2015.

37. Authorize the Director of Health Services to execute the first modification to an agreement with the City of Healdsburg, expanding the scope of work to include animal care and control services performed by the County, for a period of six to twelve months, increasing monthly revenue by $9,631, effective June 25, 2013; and Adopt a Resolution adjusting the Fiscal Year 2013-14 Budget, increasing revenue in the Department of Health Services by $57,786 to reflect an increase in contract funding from the City of Healdsburg for Animal Care and Control services.

## HEALTH SERVICES / TRANSPORTATION AND PUBLIC WORKS

38. Sonoma County Safe Routes to School Program –
    (A) Authorize the Director of Health Services to execute the second amendment to an agreement with Sonoma County Bicycle Coalition to continue implementation of a Safe Routes to School program at up to five schools in the Roseland and Bellevue School Districts, increasing the contract by $22,739 resulting in a new total not to exceed amount of $278,655, and extending the term end date from June 30, 2013 to February 28, 2014.
    (B) Authorize the Director of Health Services to execute a grant agreement with Kaiser Foundation Hospitals to accept $20,000 in grant revenue to continue implementation of the Sonoma County Safe Routes to School Program for the period of July 1, 2013 through June 30, 2014.
    (C) Authorize the Director of Health Services to enter into a cooperative funding agreement with Sonoma County Transportation Authority to accept $78,000 in Measure M funding to continue implementation of the Sonoma County Safe Routes to School Program for the period of July 1, 2013 through June 30, 2015.
    (D) Adopt a Resolution of Local Support authorizing the Director of Transportation and Public Works to submit an application to the Metropolitan Transportation Commission for $1,379,000 in funding from the Federal Cycle 2 Congestion Mitigation and Air Quality Improvement Program to expand the Sonoma County Safe Routes to School Program.

## HUMAN RESOURCES

39. Approve the amended Bylaws for the Commission on Human Rights reflecting change in role of Chair.

40. Adopt a Resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the Sonoma County Law Enforcement Association (SCLEA), for the period of June 25, 2013 through December 1, 2015.

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

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

41. Adopt a Concurrent Resolution authorizing the County Administrator and Auditor-Controller/Treasurer-Tax Collector to facilitate financial and budgetary transactions with the Public Agency Retirement System (PARS) Post Retirement Health Care Plan Trust, materially consistent with the assumptions contained in the 2011 actuarial valuation of Other Post Employment Benefits (OPEB) liabilities, for the fiscal year ending June 30, 2013; and for subsequent fiscal years at June 30 of each year, materially consistent with subsequent biennial OPEB Actuarial Valuations.

## HUMAN SERVICES

42. Sonoma County Care Transitions Program – Authorize the Director of the Human Services to execute Agreement #CT-0912-0053 for Fiscal Years 2013-2015 with the United States Department of Health and Human Services, Center for Medicare and Medicaid Services for the Human Services Department to implement the Care Transitions Program, not to exceed $1,164,056 at a rate of $458 per client; and authorize the Director of the Human Services to sign amendments to Agreement #CT-0912-0053 and extensions of said agreement for up to three additional one-year terms.

43. Employment and Training and Economic Assistance Service Agreements – Authorize the Director of the Human Services Department to execute service agreements with
    (A) Conservation Corps North Bay ($705,448) and Social Advocates for Youth ($1,642,192) for youth education and employment services, for a combined total of $2,347,640 for the period July 1, 2013 to June 30, 2014;
    (B) Legal Aid of Sonoma County for referral to legal services, for a total of $50,000 for the period July 1, 2013 to June 30, 2014;
    (C) The Volunteer Center of Sonoma County for referral services and CalFresh application assistance, for a total of $210,110 for the period July 1, 2013 to June 30, 2014.

44. Approve the Child Care Funding Priorities by Zip Code, as identified by the Child Care Planning Council of Sonoma County, and authorize the Director of the Human Services to sign the Department of Education's Local Priorities Report forms on behalf of the Board of Supervisors.

CONSENT CALENDAR (Continued)

45. Authorize the Director of Human Services to sign the Multipurpose Senior Services Program (MSSP) Standard Agreement # MS-1314-11 with the California Department of Aging for Fiscal Year 2013-14 in the amount of $685,600 to receive funds to operate MSSP in Sonoma County and to execute future agreement amendments to adjust for revenue changes.

46. Authorize the Director of Human Services to execute agreements for the period of July 1, 2013 to June 30, 2014, with California Parenting Institute ($422,000 and $82,000), Drug Abuse Alternatives Center ($105,000), Seneca Family of Agencies ($39,382) and Social Advocates for Youth ($39,382) to provide supportive services to child welfare clients as well as families diverted from the Child Welfare system, for a total amount of $687,764.

47. Authorize the Director of Human Services Department to execute an agreement for $390,000 with TLC Child and Family Services for the administration of the Transitional Housing-Plus program for the period of July 1, 2013 to June 30, 2014.

48. Adopt a Resolution authorizing budgetary adjustments to the 2012-2013 final budget for the Human Services Department in the amount of $461,737 for future capital needs for the CalWORKS program. (4/5 vote required)

49. Authorize the Director of the Human Services to execute an agreement for $3,800,000 with Social Advocates for Youth for the administration of the Wraparound Program for the period of July 1, 2013 to June 30, 2014.

## HUMAN SERVICES / HEALTH SERVICES

50. Authorize the Director of Health Services to execute the third amendment to an agreement with Roseland School District, expanding the scope of work to include Supplemental Nutrition Assistance Program-Education (SNAP-Ed) nutrition education and physical activity services for students at Roseland School District elementary schools, increasing the contract by $256,551 resulting in a new total not to exceed amount of $340,999, and extending the term end date from September 30, 2014 to September 30, 2016; Authorize the Director of Health Services to execute an agreement with Guerneville Elementary for SNAP-Ed nutrition education and physical activity services and to implement a Community Transformation Grant funded active recess program for students at Guerneville Elementary for the period October 9, 2012 to September 30, 2016, in an amount not to exceed $90,993; and Approve unanticipated revenue in the amount of $71,335 for the purpose of expanding Harvest of the Month SNAP-Ed nutrition education services.

CONSENT CALENDAR (Continued)

51. Road to the Early Achievement and Development of Youth (READY) –
   (A) Authorize the Director of Human Services and the Director of Health Services to enter into a Memorandum of Understanding under which Human Services will receive revenue from Health Services to administer the Road to the Early Achievement and Development of Youth (READY) program for the period July 1, 2013 through September 30, 2015 in an amount not to exceed $1,500,000.
   (B) Authorize the Director of Human Services to execute an agreement with Community Child Care Council Sonoma County to provide technical assistance and professional development to early childcare providers for the period July 1, 2013 through September 30, 2015 in an amount not to exceed $622,923.
   (C) Authorize the Director of Human Services to execute an agreement with River to Coast Children's Services to provide technical assistance and professional development to early childcare providers for the period of July 1, 2013 through September 30, 2015 for a total not to exceed amount of $77,876.
   (D) Authorize the Director of Human Services to execute an agreement with Sonoma County Office of Education to administer Gateway to Quality assessments for the period of July 1, 2013 through September 30, 2015 in an amount not to exceed $29,160.
   (E) Authorize the Director of Health Services and the Director of Human Services to enter into a Memorandum of Understanding under which Health Services will receive revenue from Human Services to convene individuals throughout the community who are involved in early child care for the period July 1, 2013 through September 30, 2015 in an amount not to exceed $122,878.

## INFORMATION SYSTEMS

52. Authorize the Information Systems Department Director to execute a second amendment with Simpler Systems for data management and reports services, increasing the amount of the agreement by an additional $13,340, for a total not to exceed amount of $37,340, through August 31, 2013

53. Authorize the Director of Information Systems Department to execute an agreement with the City of Santa Rosa for computerized access to public information maintained by the Clerk-Recorder-Assessor's office for the period of July 1, 2013 through June 30, 2016 in the amount of $918.

## NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

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

54. Adopt a Resolution authorizing the Air Pollution Control Officer of the Northern Sonoma County Air Pollution Control District to: (A) Execute a funding agreement for Bus Replacement, between Northern Sonoma County Air Pollution Control District and Healdsburg Unified School District, Project "DMV Moyer 1213-01," for an amount not to exceed $165,000; (B) Execute a funding agreement for Bus Replacement between Northern Sonoma County Air Pollution Control District and Fort Ross Elementary School District, Project "DMV Moyer 1213-02" for an amount not to exceed $165,000; and (C) Amend the funding agreements provided there is no increase in the grant amounts.

55. Adopt a Resolution authorizing the Air Pollution Control Officer to: (A) File an application with the California Air Resources Board (CARB) for $132,000 in Carl Moyer - Year 15 Multi-District Grant Funds for Clean Log Truck Projects; (B) Execute any grant agreements with CARB and other necessary actions to receive allocated funds; and (C) Implement and expend the funds through a grant program in accordance with State guidelines, including the execution of grant funding agreements.

## PERMIT AND RESOURCE MANAGEMENT

56. Authorize the Chair to execute the second contract amendment with Cotton, Shires and Associates to extend the term for two years to August 31, 2015, and to increase the total amount of the contract from $40,000 to $60,000 for peer review of technical engineering documents such as geotechnical reports and hydrogeologic assessments.

## PROBATION

57. Juvenile Justice Crime Prevention Act Youthful Offender Block Grant, Juvenile Accountability Block Grant funding applications and agreements for Fiscal Year 2013-2014 –
    (A) Authorize the Chief Probation Officer, on behalf of the County, to submit the Juvenile Justice Crime Prevention Act (JJCPA) Application for Continuation Funding for Fiscal Year 2013-2014, accept the funds, and sign agreements for the term of July 1, 2013, to June 30, 2014, with Petaluma People Services Center ($37,500), Restorative Resources ($50,000), Seneca Family of Agencies ($18,080), Social Advocates for Youth ($112,500), The Center for Social and Environmental Stewardship ($27,120), and Verity ($38,000) to provide JJCPA services for designated Sonoma County youth.
    (B) Authorize the Chief Probation Officer, on behalf of the County, to submit the Youthful Offender Block Grant (YOBG) Funding Application for Fiscal Year 2013-2014, accept the funds and sign agreements for the term of July 1, 2013 to June 30, 2014, with Community & Family Service Agency ($7,680), Counseling and Psychotherapy Centers ($95,000), Petaluma People Services Center ($9,600 & $14,400), Social Advocates for Youth ($9,600), Sonoma County Adult and Youth Development ($9,600 & $28,800), Sonoma County Office of Education ($15,000), and Verity ($11,520), to provide YOBG Services for designated Sonoma County youth. Authorize the Chief Probation Officer, on behalf of the County, to extend the existing agreement with The Center for Social and Environmental Stewardship ($394,500) for the nine-month term of October 1, 2013 to June 30, 2014 to provide YOBG services to designated Sonoma County Youth and allow time for a robust programmatic needs analysis and Request for Proposals process.
    (C) Adopt a Resolution Authorizing the Chief Probation Officer, on behalf of the County, to submit the Juvenile Accountability Block Grant Fiscal Year 2013/2014 Direct Allocation Grants Application to the Board of State and Community Corrections, that Sonoma County will provide all matching funds required by the grant ($4,497), and that JABG grant funds will not be used to supplant expenditures controlled by Sonoma County.
    (D) Authorize the Chief Probation Officer, on behalf of the County, to accept the JABG grant funds and sign an agreement for the term of July 1, 2013, to June 30, 2014 with Petaluma People Service Center to fund training and certification in the Functional Family Therapy model ($40,470).

CONSENT CALENDAR (Continued)

58. Adopt a Resolution authorizing the Chief Probation Officer to execute agreements with other counties for the placement of out-of-county wards at the Sonoma County Probation Department Juvenile Hall and/or Probation Camp, for the period of July 1, 2013 to June 30, 2016, assuring priority for detention at both facilities for Sonoma County youth.

## REGIONAL PARKS

59. Authorize the Regional Parks Director to enter into a professional services agreement with Moore Iacofano Goltsman, Inc. to develop the Sonoma County Integrated Parks Plan for the period of June 25, 2013 through December 31, 2014, in an amount not to exceed $225,000.

60. Authorize the Director of Regional Parks to enter into a Partnership Financial Contribution Matching Fund Agreement (Matching Fund Agreement) with the State of California to allow the California Department of Parks and Recreation to improve funding for services operating and maintaining Annadel State Park in Fiscal Year 2013-14.

## SHERIFF'S OFFICE

61. Ratify the Sheriff's execution of the Letter of Agreement with the Domestic Cannabis Eradication / Suppression Program (DCE/SP) for the period from January 1, 2013 to December 31, 2013 to provide $100,000 to be used for marijuana suppression and eradication activities.

62. Authorize the Chair to execute an agreement with the County of Santa Clara to provide acute inpatient mental health services for inmates for the period of July 1, 2013 through June 30, 2015, for an amount not to exceed $500,000.

63. Authorize the Sheriff to execute Amendment No. 1 to agreement with for polygraph examination services with B. Lawrence & Associates to increase the contract value to $85,000 for the term of the agreement from March 1, 2013 to February 28, 2015.

64. Authorize the Sheriff to execute the agreement with Sonoma Raceway for the NHRA races event from July 25, 2013 through July 28, 2013 at an estimated cost of $90,158. (First District)

## TRANSPORTATION AND PUBLIC WORKS

65. Approve plans and specifications for the Charles M. Schulz – Sonoma County Airport Runway Safety Area (RSA) Improvement Project – W12016; and Award construction contract to the lowest responsible bidder, O.C. Jones and Sons, Incorporated, in the amount of $22,679,720 (Bid schedule A in the amount of $3,012,470 and bid schedule B in the amount of $19,667,250) contingent upon the receipt of Federal Aviation Administration grant funds and the completion of the National Environmental Policy Act (NEPA) process.; and Authorize the Chair to execute construction contract W12016 upon receipt of grant funds and completion of the NEPA process. (Fourth District)

CONSENT CALENDAR (Continued)

66. Approve plans and specifications CSA#41 Salmon Creek Water District System Improvements Construction Project W06724; and Award contract for construction to low bidder, Pacific Infrastructure in the amount of $976,320, and authorize Chair to execute the construction contract; and Authorize the Transportation and Public Works Director to execute a request for obligation of funds and letter of intent to meet conditions for the supplemental loan from the United State Department of Agriculture to secure the remainder of funding for the Improvement Project. (Fifth District)

67. Adopt a Resolution authorizing execution of Modification of Grant of Easement Deed between County of Sonoma and Gabrielle B. Toledano and accept modified deed, for the Salmon Creek Water Collection and Treatment System Improvement Project. (4/5 vote required) (Fifth District)

68. Approve and authorize the Chair to execute an agreement with CALTROP for construction management and related engineering services for the Arnold Drive at Agua Caliente Road Roundabout Project (C02166) totaling $266,452 including 10% contingencies with a term ending June 30, 2014. (First District)

69. Approve and authorize the Chair to sign two agreements for construction management services with Green Valley Consulting Engineers for the 2010 Pavement Preservation Program in a not to exceed amount of $235,080, with a term ending December 31, 2014; and the 2012-13 Pavement Preservation Program in a not to exceed amount of $195,400 with a term ending December 31, 2014.

70. Approve and authorized the Chair to execute agreement with Vali Cooper & Associates, Inc. for construction management and related engineering services for the Cotati Intermodal Facility project totaling $263,403 with a term ending December 31, 2014. (Second District)

71. Authorize the Chair to execute the second amended agreement with Mead and Hunt, Inc., extending the term through August 31, 2015 and increasing the amount by $3,071,228 for a total agreement amount not to exceed $7,424,718 for activities related to the Runway Safety Enhancement Project contingent upon approval of the project and the receipt of a grant from the Federal Aviation Administration. (Fourth District)

72. Adopt a Resolution authorizing the Chair to execute State Match Program Agreement No. X13-5920(140) for advancement of up to $100,000 in Streets and Highways Code Section 182.9 State Highway Account funds to be used as match for federally funded projects.

## TRANSPORTATION AND PUBLIC WORKS / COUNTY COUNSEL

73. Authorize the Chair to execute a legal services agreement with Attorney Mark Mispagel to provide continued legal services related to Federal Aviation Administration requirements at the Charles M. Schulz – Sonoma County Airport and authorize County Counsel to execute two one-year extensions of term. Services hourly rate is $238.50 per hour and estimated compensation is $75,000. (4/5 vote required) (Fourth District)

## TRANSPORTATION AND PUBLIC WORKS
## AND
## AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

74. Adopt a Resolution of local support authorizing the Director of Transportation and Public Works to submit an application to the Metropolitan Transportation Commission for $250,000 for the One Bay Area Grant Priority Conservation Areas Pilot Program.

## APPOINTMENTS/REAPPOINTMENTS

(Items 75 through 76)

75. Reappoint Annette O'Kelley to the Fair and Exposition Board effective June 25, 2013 at the pleasure of the Board. (First District)

76. Reappoint Carmen Garcia to represent the 2nd District on the Community Action Partnership of Sonoma County Board of Directors for a 3-year term beginning July 1, 2013 and expiring July 1, 2016. (Second District)

# IV. REGULAR CALENDAR

(Items 77 through 84)

## HEALTH SERVICES

77. Adopt a Resolution introducing, reading the title of, and waiving further reading of a proposed ordinance amending Chapter 34 of the Sonoma County Code to add participating counties and revise formula for determining the number of Partnership HealthPlan of California Commission seats per county. (First Reading)

## ECONOMIC DEVELOPMENT BOARD

78. Receive report and video on the Sonoma County Craft Beverage Industry.

## SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, K. Brown)

79. **10:00 A.M. –** McGill Road Pipeline Project Recycled Water Use Agreements and Easement Agreements –
   (A) Authorize the Water Agency staff, on behalf of the District, to negotiate the acquisition of easements and temporary construction rights (collectively Property Rights) required for construction of the McGill Road Pipeline Project (Project) from Gary J. Kiser and Carolyn R. Kiser, Trustees under the Gary J. Kiser and Carolyn R. Kiser Trust Agreement in accordance with an Agreement for Purchase and Sale of Property Rights (Purchase Agreement);
   (B) Authorize the General Manager to execute the Purchase Agreement and License Agreement with Gary J. Kiser and Carolyn R. Kiser, Trustees under the Gary J. Kiser and Carolyn R. Kiser Trust Agreement, to execute such other documents and to take such other actions as may be necessary to close the transaction facilitated by the Purchase Agreement, following consultation with County Counsel;
   (C) Authorize the General Manager to execute Recycled Water Agreements with Gary J. Kiser and Carolyn R. Kiser, Trustees under the Gary J. Kiser and Carolyn R. Kiser Trust Agreement, and Angelo C. Sangiacomo as Trustee of the Maria J. Sangiacomo Living Trust dated June 23, 1989 in the form provided to the Board.

80. **10:00 A.M. –** McGill Road Pipeline (Project) Resolution of Necessity for acquisition of Real Property Rights – Conduct a public hearing and (A) Adopt a Resolution determining that the acquisition of real property for the McGill Road Pipeline Project from portions of McGill Road are necessary. (B) Authorize acquisition and condemnation of real property rights necessary for public purposes identified as unknown owner for a portion of McGill Road. (C) Authorize and Direct County Counsel and the General Manager to take all necessary steps in order to obtain said real property rights in connection with the construction, maintenance, and continued operation, of the operation of the Project, including such steps which may be required to acquire the real property interests required for the project through the exercise of eminent domain if necessary.

**SONOMA CLEAN POWER AUTHORITY**
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)
**AND**
**BOARD OF SUPERVISORS**

81. Sonoma Clean Power Authority Financing and Implementation –
Action for the Sonoma Clean Power Authority:

(A) Approve the Town of Windsor as a participant in the Sonoma Clean Power community choice aggregation program, and seat Town of Windsor's representative on the Board of Directors.

(B) Approve an extension of the June 30, 2013 deadline for cities to vote to participate in the Sonoma Clean Power program to July 9, 2013.

(C) Authorize the Chief Executive Officer to execute agreements as necessary to implement the Sonoma Clean Power program, provided that the amount payable under each agreement is $50,000 or less and the agreements are reported to the Board at the Board's next meeting.

(D) Adopt a Resolution approving and authorizing the Chair to execute loan documents, in substantially the form presented to the board, for a line of credit to the Authority from First Community Bank in the maximum amount of $2,500,000 for start-up financing, authorizing the Chief Executive Officer to execute such further documents and take such further actions as are necessary to close the line of credit transaction, and authorizing Chief Executive Officer to execute draws on the line of credit.

(E) Authorize the General Manager of the Sonoma County Water Agency to carry out the actions described in c) and d) above until such time as an Executive Director is appointed.

(F) Authorize the Chair to execute a Legal Services Agreement with the Sonoma County Counsel for interim legal services and the related conflict waiver ($100,000, contract terminates June 30, 2014).

(G) Approve the First Amended Joint Powers Agreement Relating to and Creating the Sonoma Clean Power Authority, to incorporate changes suggested by cities wishing to participate in the Sonoma Clean Power program, and authorize and direct staff to analyze and draft additional amendments for the consideration of the Authority Board during its first several meetings, as described in this agenda item.

Action for the Board of Supervisors:

(A) Adopt a Resolution approving and authorizing the Chair to execute a Guaranty in favor of First Community Bank, in substantially the form presented to the Board, to secure payment by the Sonoma Clean Power Authority of amounts due under a $2,500,000 line of credit provided by First Community Bank.

(B) Authorize the Sonoma County Counsel to execute the Legal Services Agreement with the Sonoma Clean Power Authority for interim legal services, and authorize the Chair to execute the related conflict waiver.

(C) Ratify Chair appointments of four Board members to the Board of Directors of the Sonoma Clean Power Authority, and name one Board member as an alternate.

## BOARD OF SUPERVISORS

82. Approve allocation of Advertising Contingency Funds in the amount of $20,000 for the Russian River Chamber to conduct a positive messaging campaign for tourism this summer and fall. (Fifth District)

83. Approve a fee waiver in the amount of $604 for the 38th Annual Penngrove Parade to be held on July 7, 2013. (Second District)

84. Approve fee waiver in the amount of $2,110 (Permit and Resource Management: $1,675; Sonoma County Fire: $435) for the Petaluma Education Foundation BASH event benefiting Petaluma Schools on September 7, 2013. (Second District)

## V. CLOSED SESSION CALENDAR

(Items 85 through 92)

85. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: County of Sonoma v. Ritter, et al. Sonoma County Superior Court Case No. SCV-252236 (Govt. Code Section 54956.9 (d)(1)).

86. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: Renewed Efforts of Neighbors Against Landfill Expansion (RENALE), et al. v. County of Sonoma, et al.; SCV 253728 (Govt. Code Section 54956.9 (d)(1)).

87. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: California Sportfishing Protection Alliance v. County of Sonoma. USDC-NDC Case No. 13-cv-0362-JCD (Govt. Code Section 54956.9 (d)(1)).

88. 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)).

89. 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)).

90. 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)).

91. 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 Stated District Court, Northern District: Case No. CV-09-4432 CW (Govt. Code Section 54956.9 (d)(1)).

92. 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)).

## VI. REGULAR AFTERNOON CALENDAR

(Items 93 through 98)

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

93. Report on Closed Session.

94. **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.)

95. 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

**PERMIT AND RESOURCE MANAGEMENT**

96. **2:10 P.M. – PLP12-0039- (FOURTH DISTRICT)**
**GENERAL PLAN AMENDMENT**
a) APPLICANT: William Hinkle
b) LOCATION: 40 Highway 128, Geyserville
c) ASSESSOR'S PARCEL NO.: 140-100-007
d) ENVIRONMENTAL DOCUMENT: Negative Declaration
e) REQUEST: Conduct a public hearing and consider (A) adopting a Resolution approving a General Plan Amendment from the Urban Residential 6 units per acre density to the Limited Commercial Land Use Designation; (B) adopt an Ordinance approving a corresponding Zone Change from the R2 (Medium Density Residential), 6 units per acre density, SR (Scenic Resources) to the LC (Limited Commercial), SR Zoning District to allow for a Use Permit for a market including sales of takeout food and alcohol in an existing building on a 3,840 square foot parcel.

97. **2:10 P.M. – PLP12-0037- (FIFTH DISTRICT)**
a) APPLICANT: Merrill Mazza
b) LOCATION: 14701, 14703, 14693, 14695, 14697, and 14699 Canyon Road, Rio Nido
c) ASSESSOR'S PARCEL NO.: 070-291-007
d) ENVIRONMENTAL DOCUMENT: Negative Declaration
e) REQUEST: Conduct a public hearing and consider Adopting a Resolution and Ordinance approving a Zoning Text Amendment, Zone Change, and modification of a Condition of Approval for a previously approved Use Permit as requested by Olmsted and Associates.

98. **ADJOURNMENTS**

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

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

1. July 30th (PM) – ZCE12-0009; Request for a Zone Change, 1900 Flora Marie

Lane, Healdsburg

2. July 30th (PM) – UPE11-0102; Appeal to deny Use Permit; 1048 Wild Rose Drive, Santa Rosa
3. August 6th (PM) – ORD11-0005; Renewable Energy Code Amendments
4. August 13th (PM) – UPE11-0034; Appeal of Use Permit
5. August 20th (PM) – PLP08-0021; Appeal of Use Permit - 35755 and 36000 Hauser Bridge Road, Cazadero

# 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 of Sonoma County

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
David Koch, 565-2168

**Supervisorial District(s):**
Countywide

**Title:** Pretrial, Probation, and Parole Supervision Week in Sonoma County

**Recommended Actions:**

Adopt a Resolution proclaiming the week of July 21 – July 27, 2013 as Pretrial, Probation, and Parole Supervision Week in Sonoma County.

**Executive Summary:**

Pretrial, Probation, and Parole Supervision Week is recognized nationally by the American Probation and Parole Association (APPA). APPA was formed in 1975 by probation practitioners who recognized that the field of probation needed the advocacy and support of a national level association.

The field of Probation dates back to 1841 when John Augustus, a Boston cobbler (also credited as the "Father of Probation") persuaded the Boston Police Court to release an adult drunkard into his custody rather than sending him to prison -- the prevalent means of dealing with law violations at that time. His efforts at reforming his first charge were successful, and he soon convinced the court to release other offenders to his supervision. By 1869, the Massachusetts legislature required a state agent to be present if court actions might result in the placement of a child in a reformatory, thus providing a model for modern caseworkers. The agents were to search for other placement, protect the child's interests, investigate the case before trial, and supervise the plan for the child after disposition. Massachusetts passed the first probation statute in 1878 mandating an official State probation system with salaried probation officers (National Center for Juvenile Justice [NCJJ], 1991). Other states quickly followed suit (NCJJ, 1991). Today, probation is authorized in all states and is an integral part of the criminal justice system. Many foreign nations also have adopted approaches based on the United States prototype.

The Sonoma County Probation Department is charged with the responsibility of community protection and offender rehabilitation. This is accomplished through mandated services to the court (specifically, investigative reports and recommendations), and departmental efforts to guide youth and offenders under the Department's supervision. This is done by focusing services on higher risk youth/offenders, and specializing services for specific populations, such as gang members, sex offenders and mentally ill offenders, through intensive supervision and referral to appropriate therapeutic services. The Probation

Department consists of two major divisions: Probation Services, which includes investigations, as well as diversion, intervention efforts, and supervision of adult defendants/offenders and delinquent youth; and Institutions, including Juvenile Hall which provides temporary, safe, and secure detention for youths who are beyond the normal controls of the community; the Probation Camp which is designed to address anti-social/illegal behavior and thinking patterns in youth, while promoting an acceptance of personal responsibility for their decisions and behavior and the Supervised Adult Crews (SAC), an alternative work program for adult offenders who are assigned to work crews and transported to work sites throughout Sonoma and neighboring counties where they complete meaningful work projects.

The Probation Department is comprised of a committed group of employees whose genuine desire to protect and serve their community is apparent in the hard work and dedication they commit to their jobs every single day. Probation employees are doing work that makes a critical difference in the safety of Sonoma County residents. Probation Officers provide supervision and treatment resources to protect and help people, families and communities address the issues and problems that drive crime. Officers intervene to prevent the recurrence of crime, among juvenile delinquents and adult defendants/offenders by supervising them, holding them accountable for behavior, and making referrals to community-based service providers to address behavior driving criminality. Juvenile Correctional staff provide safe and secure housing for youth, while encouraging an environment that not only promotes accountability but also provides care, support and targeted programming. These services assist residents in learning new skills and gaining insight about what brought them into the juvenile justice system and what behavior changes are needed to be successful in the community. Supervised Adult Crew staff possess a diverse set of technical skills and the ability to manage groups of offenders to complete meaningful projects in the community. Lastly, clerical, accounting, and administrative staff competently support all the efforts of the Department, and allow for efficient and effective daily operations and the provision of quality services to the community.

**Prior Board Actions:**

None.

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

Probation Department employees play an important role in the criminal justice system. Recognition of these professionals by the Board of Supervisors ensures their hard work, dedication and commitment to ensuring the safety of Sonoma County residents is honored.

| Fiscal Summary - FY 12-13 | | | |
|---|---|---|---|
| **Expenditures** | | **Funding Source(s)** | |
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

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

None.

**Staffing Impacts**

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

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

None.

**Attachments:**

Resolution.

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

None.

# County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Chris Delaney / 547-1946

**Supervisorial District(s):**
All

**Title:** Sonoma County Quantitative Precipitation and Frost Information Proof-of-Concept Demonstration

**Recommended Actions:**

Authorize General Manager of the Water Agency to execute a Modification to the Memorandum of Understanding for Sonoma County Quantitative Precipitation and Frost Information Proof-of-Concept Demonstration between the Sonoma County Water Agency and National Oceanic and Atmospheric Administration, United States Department of Commerce, in an amount not to exceed $815,000 for a new not-to-exceed total of $1,115,400 and extending the term by four years for a new end date of January 17, 2017.

**Executive Summary:**

This item requests authority for the General Manager of the Sonoma County Water Agency (Water Agency) to execute a Modification to the Memorandum of Understanding for Sonoma County Quantitative Precipitation and Frost Information Proof-of-Concept Demonstration between the Water Agency and National Oceanic and Atmospheric Administration, United States Department of Commerce, in an amount not to exceed $815,000 for a new not-to-exceed total of $1,115,400 and a new end date of January 17, 2017.

HISTORY OF ITEM
Flood control and water supply are two of Water Agency's core functions. Efforts to improve weather forecasting capabilities of local, state, and federal agencies can result in enhanced flood control and water supply planning and operations. In addition, water diversions for frost protection purposes can affect Russian River mainstem and tributary flows. Improved frost forecasts can improve water management activities related to frost protection and Water Agency Russian River operations to better anticipate such events.

Water Agency staff and scientists from the National Oceanic and Atmospheric Administration, including the National Weather Service, have been working together to use new technology to improve the

assessment of precipitation and resulting stream flows (hydrology). In addition to benefits of improved flood control planning for the Russian River and other streams in Sonoma County, advances in linked atmospheric and hydrologic modeling could improve water supply by providing more reliable information to the United States Army Corps of Engineers and the Water Agency in their respective flood control and water supply operations of Warm Springs and Coyote Valley Dams. For example, improved weather forecasting capabilities could provide a stronger basis to store additional spring season water in Coyote Valley Dam, while maintaining flood control requirements, for subsequent use to meet in-stream flows and water supply throughout the summer and fall.

In addition, the National Oceanic and Atmospheric Administration has been working to improve the forecasting of extreme temperatures such as frost events (especially the location and length of event) to agricultural growers, thus promoting more efficient use of water to prevent crop damage from extreme temperatures. This information is also helpful for the Water Agency to better anticipate forecasted extreme temperature events and adjust releases from Coyote Valley Dam, as appropriate.

The proof-of-concept demonstration is described in the Water Agency's September 2010 Water Supply Strategies Action Plan (Strategy #2, Immediate Action 7 and Strategy #3, Immediate Action 2). The Phase 2 work under the proposed Modification to the Memorandum of Understanding is described in the December 2011 Water Supply Strategies Action Plan (Strategy #2, Immediate Action 4 and Strategy #3, Immediate Action 2).

ORIGINAL MEMORANDUM OF UNDERSTANDING

Under the Original Memorandum of Understanding, the main Phase 1 proof-of-concept demonstration tasks related to developing quantitative precipitation information were monitoring, data assimilation, prediction demonstration, system integration assessment and design, and assessment of benefits. The major tasks related to developing frost forecast information were gathering data, developing alert threshold criteria, conducting stakeholder workshops, frost forecast transition to operations, and assessing benefits.

Results of work completed under the Original Memorandum of Understanding have demonstrated that incorporating data collected from the KPIX Doppler Radar station located on Mount Vaca could improve National Oceanic and Atmospheric Administration's ability to more accurately estimate and forecast precipitation to the North Bay region. The results have also shown that further improvements can be achieved with the expansion of the data collection network and the development of new precipitation estimation methods and models.

Additionally, the temperature modeling prototype developed for the Alexander Valley under the Original Memorandum of Understanding has proven to be a reliable and skillful tool for producing high-resolution digital forecasts of minimum and maximum temperatures. Agricultural producers in Alexander Valley use the forecast information to aid with the management of water used to protect against crop damage associated with extreme temperatures. The Water Agency and its water contractors will use the temperature forecasts to aid in preparing for potential spikes in water demand associated with heat waves this summer and fall. This prototype has demonstrated that expansion of the temperature modeling to the entire Russian River basin would be a beneficial service to many more agricultural producers outside of the Alexander Valley region.

The Original Memorandum of Understanding's total cost was $511,300. The Water Agency's maximum contribution was $300,400 ($150,000 towards the quantitative precipitation portion of the study, $120,400 towards the frost protection element, and an optional $30,000 for contingency funding), and the National Oceanic and Atmospheric Administration's contribution was $240,900. The term of the original Memorandum of Understanding is through July 19, 2013.

MODIFICATION TO ORIGINAL MEMORANDUM OF UNDERSTANDING

Under the Modification to the Original Memorandum of Understanding, the Phase 2 work consists of three main tasks, with subtasks under each. These main tasks are atmospheric rivers, quantitative precipitation information, and frost prediction.

Atmospheric Rivers

Case Study of Landfalling Atmospheric Rivers, Reservoir Operations, and Benefits: This task includes an analysis of historical climate and atmospheric river events to better understand how atmospheric rivers impact the flood control and water supply functions of Lake Mendocino. Atmospheric Rivers are large bands of moisture in the atmosphere that can cause extreme precipitation and potential flooding to the West Coast of the United States and other regions of the world.

Assessment of Forecast-Based Operations and Values of Advanced Atmospheric Forecasts: This task will build off of the work completed for the historical analysis to look at how recent advancements in the prediction of atmospheric rivers could be incorporated into Lake Mendocino reservoir operations to improve management for flood events and also improve the water supply reliability of the reservoir. Results of this work may then be used to begin a more formalized study to examine the feasibility of modifying the operations of Lake Mendocino using a forecast-based operation approach.

Quantitative Precipitation Information

Observing System Surface Network Enhancements: This task will increase the number of soil moisture and precipitation measurement sites in the Russian River watershed through the installation of new instruments, as well as utilizing data collected from privately owned gages in the basin. The new instrument deployments will target areas identified by the National Oceanic and Atmospheric Administration where there are known data gaps and replace out-of-date equipment at a station near Fort Ross.

KPIX Quantitative Precipitation Estimation Assimilate New Observations: Under this task, National Oceanic and Atmospheric Administration will develop new methods for estimating rainfall distribution across the region that will incorporate the added data from the enhanced rain gauge network discussed in the previous task and also incorporate other meteorological variables such as wind direction in order to better capture the rainfall patterns in the Russian River Watershed. The spatial patterns captured by the enhanced rain gauge network will be compared to the real-time measurements from the KPIX Doppler weather radar (this radar has the best view of precipitation in the Russian River basin) and, in combination with the task below, will be used to correct the radar estimates of precipitation and produce the best overall map of rainfall patterns in the basin.

Vertical Profile of Reflectivity Quantitative Precipitation Data Collection and Estimation Correction: This task complements the rain gauge network enhancement activities described above. Under this task National Oceanic and Atmospheric Administration will develop correction procedures to improve rainfall estimates from the KPIX Doppler radar to better account for shallow rainfall processes caused by air rising over terrain. To do this National Oceanic and Atmospheric Administration will deploy snow-level radars (radars) at strategic locations within the watershed. Data from the radars will be used to develop real-time corrections of the KPIX Doppler radar data and improve the radar estimates of precipitation, especially near the ground.

The National Oceanic and Atmospheric Administration has implemented a similar watershed-focused project in the American River Basin. This project has been very successful at providing advanced warning of Atmospheric River events. NOAA has also recently signed a Memorandum of Understanding with the City of San Francisco to expand their precipitation monitoring network with the aim of improving precipitation forecasts for the San Francisco region.

Frost Prediction

Frost Prediction Next Steps: Work under this task includes expanding the enhanced temperature modeling developed as part of the Original Memorandum of Understanding to the entire Russian River basin. Additional subtasks include: increasing the efficiency and speed of the modeling, improving the usability of the model results for grape growers and other end users, and assessing the utility of providing low-level temperature profile data to help inform growers on proper protection measures against extreme temperature events.

The types of instrumentation to be installed for this project have been proven in numerous field studies including the proof-of-concept work done in the original Memorandum of Understanding. The technical staff at National Oceanic and Atmospheric Administration is experts at installing, operating and maintaining all of the observing equipment proposed for this study. Also the scientists at the National Oceanic and Atmospheric Administration who will be analyzing the collected data have extensive experience in this type of work and, in particular, in working with the specialized models and software needed to complete the work.

This project will be showcased as part of National Oceanic and Atmospheric Administration's Habitat Blueprint, a framework to improve habitat for fisheries, marine life, and coastal communities. The Russian River is the first Habitat Focus Area with major goals of improving rainfall prediction and estimation, flood mitigation, and frost forecasts for the Russian River watershed.

The cost of the Modification to the Original Memorandum of Understanding will not exceed an encumbrance of $86,000 in fiscal year 2012/2013 that will be rolled over into fiscal year 2013/2014, and $729,000 in fiscal year 2013/2014 for a modification total of $815,000 and a new not-to-exceed total of $1,115,400. The Modification also extends the term by four years for a new end date of January 17, 2017. The National Oceanic and Atmospheric Administration will provide $470,000 in match for the completion of work covered under this second phase of work.

**Prior Board Actions:**

1/10/12: Authorized General Manager to execute the Memorandum of Understanding for Sonoma County Quantitative Precipitation and Frost Information Proof-of-Concept Demonstration between the Sonoma County Water Agency and National Oceanic and Atmospheric Administration, United States Department of Commerce ($300,400).

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

County Goal 2: Economic and Environmental Stewardship Project will meet goal by providing important weather information for planning and operation of Water Agency facilities.

Water Agency Water Supply Goals and Strategies, Goal 3: Ensure that water will be available to customers at all times, including during short- term emergencies, such as earthquakes, and long-term challenges caused by extended droughts and global climate change.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 815,000 | Water Agency Gen Fund | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance<br>Russian River Projects fund | $ 815,000 |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 815,000** | **Total Sources** | **$ 815,000** |

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

The FY 13-14 Adopted Budget includes $729,000 for this contract. The additional $86,000 is included in the FY 12-13 Adopted Budget and will be encumbered in FY 12-13 and rolled over into FY 13-14.

**Staffing Impacts**

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

| **Narrative Explanation of Staffing Impacts (If Required):** |
| --- |
| N/A |
| **Attachments:** |
| None |
| **Related Items "On File" with the Clerk of the Board:** |
| Modification to Memorandum of Understanding (1 copy) |

RW\\FILESERVER\DATA\CL\AGENDA\AGREES\06-25-2013 WA QUANTITATIVE PRECIPITATION & FROST INFORMATION_SUMM.DOCM

CF/47-0-21 US DEPARTMENT OF COMMERCE, NOAA (MOU FOR IMPROVING QUANTITATIVE PRECIPITATION AND FROST INFORMATION FOR SONOMA COUNTY PROOF-OF-CONCEPT DEMONSTRATION) TW 11/12-041 (ID 3341)

# County of Sonoma Agenda Item Summary Report

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

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

| | |
|---|---|
| **To:** | Board of Supervisors |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | Board of Supervisors |
| **Staff Name and Phone Number:** | Mike McGuire, 565-3758 |
| **Supervisorial District(s):** | Fourth |
| **Title:** | Gold Resolution. |

**Recommended Actions:**

Adopt a resolution congratulating the Filipino Community of Sonoma County Inc.'s Annual Philippine Fiesta and Independence Day Celebration in Sonoma County, acknowledging the many contributions the Filipino community has added to the cultural makeup of Sonoma County. (Fourth District).

**Executive Summary:**

**Prior Board Actions:**

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

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ | County General Fund | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

| **Narrative Explanation of Fiscal Impacts (If Required):** | | | |
|---|---|---|---|
| | | | |
| **Staffing Impacts** | | | |
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |
| **Narrative Explanation of Staffing Impacts (If Required):** | | | |
| None. | | | |
| **Attachments:** | | | |
| Resolution | | | |
| **Related Items "On File" with the Clerk of the Board:** | | | |
| None. | | | |

# County of Sonoma
State of California

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Adopt A Resolution congratulating the Filipino American Community of Sonoma County Inc.'s Annual Philippine Fiesta and Independence Day Celebration in Sonoma County, acknowledging the many contributions the Filipino community has added to the cultural makeup of Sonoma County.**

**Whereas,** the Filipino American National Historical Society recognizes the year of 1763 as the date of the first permanent Filipino settlement in the United States in Saint Malo Parrish, Louisiana and California; and

**Whereas,** Filipino Americans have played an instrumental role in Sonoma County's community and have made numerous economic, cultural and social contributions to our county, state and nation; and

**Whereas,** California is home to over half of the Filipino population in the United States; and

**Whereas,** the Filipino American Community of Sonoma County, Inc. promotes community spirit by offering activities focused on raising the economic, welfare, educational and social conditions of Filipino Americans residing in Sonoma County; and

**Whereas,** the Filipino Community of Sonoma County Inc.'s Annual Philippine Fiesta and Independence Day Celebration combine culture, music, dance, games, exhibits, and people of all ages to create the largest and best Filipino event in Sonoma County.

**Now, Therefore, Be It that the Sonoma County Board of Supervisors do hereby congratulate the Filipino American Community of Sonoma County Inc.'s Annual Philippine Fiesta and Independence Day Celebration in Sonoma County, acknowledging the many contributions the Filipino community has added to the cultural makeup of Sonoma County.**

**Supervisors:**

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

# County of Sonoma Agenda Item Summary Report

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

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

| | | | |
|---|---|---|---|
| **To:** | | | |
| **Board Agenda Date:** | June 25, 2013 | **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | BOS | | |
| **Staff Name and Phone Number:** | | **Supervisorial District(s):** | |
| Supervisor Efren Carrillo 565-2241 | | Fifth | |
| **Title:** | Gold Resolution | | |

**Recommended Actions:**

Approve Gold Resolution honoring Diane Spain for her significant accomplishments and service to Seniors in the West County community. (Fifth District)

**Executive Summary:**

N/A

**Prior Board Actions:**

N/A

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

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

| **Narrative Explanation of Fiscal Impacts (If Required):** | | | |
|---|---|---|---|
| N/A | | | |
| **Staffing Impacts** | | | |
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |
| **Narrative Explanation of Staffing Impacts (If Required):** | | | |
| N/A | | | |
| **Attachments:** | | | |
| Gold Resolution | | | |
| **Related Items "On File" with the Clerk of the Board:** | | | |
| N/A | | | |

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Congratulating Diane Spain On Her Retirement From The West County Community Services Russian River Senior Resource Center, And Commending Her For Her Innumerable Contributions And Invaluable Service To The Seniors Of Sonoma County**

**Whereas,** Diane Spain's 25 year tenure as Director of Senior Services at West County Community Services has been marked by her significant accomplishments, programs, services and compassion for seniors and their loved ones; and

**Whereas,** as a tireless champion for the unique and significant needs of vulnerable seniors in Western Sonoma County, Diane has impacted the lives of well over 4,500 seniors and their caregivers through case management, referral services, recreation and activities, and mental health care; and

**Whereas,** when funding was cut to critical Senior Dining Sites across Western Sonoma County, Diane rallied government and private contributions to keep the meals available, serving over 75,000 meals to at-risk seniors over the tenure of 25 years of service; and

**Whereas,** through Diane Spain's spirit of collaboration, the WCCS Russian River Senior Center has entered into long-term partnerships with other senior serving agencies across Sonoma County to expand services in West County to include depression screening and suicide prevention programs, intensive case management services, and in-home psychotherapy services for the most vulnerable seniors in the region; and

**Whereas,** because of Diane Spain's heart and commitment to seniors, when contractual funds weren't available, Diane garnered the support of an ALL VOLUNTEER team of retired RN's to provide in-home and center-based case managed and support services.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma thanks Diane Spain for her legacy of caring, compassion, service, wisdom and leadership in the provision of services to the seniors of Sonoma County;

**Be It Further Resolved** that the Board of Supervisors of the County of Sonoma congratulates Diane Spain and extends our best wishes for a happy and fulfilling retirement.

**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:** | Sonoma County Agricultural Preservation & Open Space District Board of Directors |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | Agricultural Preservation and Open Space District |
| **Staff Name and Phone Number:** | Karen Gaffney – 565-7344 |
| **Supervisorial District(s):** | 1 |
| **Title:** | CA Dept of Fish and Wildlife Grant – Mark West Regional Park and Open Space Preserve |

**Recommended Actions:**

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to enter into an agreement with the California Department of Fish and Wildlife for $1 million in grant funding to contribute to the acquisition of two properties totaling 294 acres.

**Executive Summary:**

The Sonoma County Agricultural Preservation and Open Space District (District) has acquired multiple properties in the Mark West Creek Watershed to protect sensitive cultural and natural resources. Once all targeted acquisition is complete, the entire holding is expected to be approximately 1100 acres, and is intended for transfer – with a District easement - to Sonoma County Regional Parks to provide a future Mark West Regional Park and Open Space Preserve. To date, total acquisition cost of all properties is estimated to be approx. $14.4 million. The District, Sonoma Land Trust and Regional Parks have collaborated on funding development for the remaining acquisitions totaling 294 acres, and have been successful to date in bringing in over $5 million in outside funding to leverage District investments. This resolution will authorize the District to enter into a grant agreement with the California Department of Fish and Wildlife to use these funds as a contribution to the acquisition of the remaining 294 acres. Staff is targeting remaining acquisition and transfer to Reg Parks in FY 13-14

Attachment #2 presents the remaining total funding goal for these acquisitions as of May 2013.

**Prior Board Actions:**

District Work Plan May 2012; District Acquisition Plan; District Strategic Plan 2009; District Fee Lands Strategy 2012

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

**Fiscal Summary - FY 13-14**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ 1,000,000 |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$ 1,000,000** |

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

This grant agreement will only take effect if the District is able to achieve the estimated funding goal of approximately $7.5 million. To date, the District has allocated $1.1 million in its Board approved budget for these properties and has been approved for over $4 million in outside funding. Provided the District obtains the outside funding required, the District will return to the Board with a request to acquire the properties and will provide more detail re: funding at that time.

**Staffing Impacts**

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

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

**Attachments:**

1. Resolution 2. Mark West Grant Tracking

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

CA Dept of Fish and Wildlife Grant Agreement

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, State of California: CA Dept of Fish and Wildlife Grant – Mark West Regional Park and Open Space Preserve**

**Whereas,** The Sonoma County Agricultural Preservation and Open Space District (District) has acquired multiple properties in the Mark West Creek Watershed with the intention of conserving sensitive cultural and natural resources and creating a Mark West Regional Park and Open Space Preserve;

**Whereas,** The Mark West Regional Park and Open Space Preserve is intended for future transfer to Sonoma County Regional Parks;

**Whereas,** The District, Regional Parks and Sonoma Land Trust have collaborated on acquiring funding from outside sources to leverage District investments in land acquisition;

**Whereas,** the properties that will comprise the future Mark West Regional Park and Open Space Preserve include sensitive cultural and natural resources including wetlands, forests, rangelands and stream corridors critical to the survival of federally listed salmonids, and the ongoing protection of these resources and habitats is one of the objectives for District conservation investments;

**Whereas,** The District has been awarded a $1 million from California Department of Fish and Wildlife Fisheries Restoration Grant Program for the acquisition of 294 acres of the Cresta and McCullough properties to achieve these conservation objectives;

**Now, Therefore, Be It Resolved** The District General Manager is authorized to enter into a $1 million Fisheries Restoration Grant Program agreement (#P1230414) with the California Department of Fish and Wildlife to acquire 294 acres in fee on two properties (Cresta and McCullough) to augment current District holdings, protect sensitive natural and cultural resources, and contribute to the completion of the Mark West Regional Park and Open Space Preserve, which is intended for future transfer to Sonoma County Regional Parks.

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

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

**So Ordered.**

| MARK WEST REGIONAL PARK AND OPEN SPACE PRESERVE | | | | |
|---|---|---|---|---|
| FUNDING STATUS | | | | |
| Update March 12, 2013 | | | | |
| | | | | |
| | | | | |
| **Funder** | **Requested** | **Awarded** | **Status** | **Expected award date** |
| **State Parks: Habitat Conservation Fund** | 320,000 | | Application Submitted | July 2013 |
| **State Parks: Land & Water Conservation Fund** | 250,000 | | Application Submitted | July 2013 |
| **State Parks: Recreational Trails Program** | 250,000 | | Application Submitted | July 2013 |
| **State Coastal Conservancy** | 300,000 | | Application submitted | October 2013 |
| **Wildlife Conservation Board** | 2,500,000 | | Committed, Pending Board approval | August 2013 |
| **DFG: Fish Restoration Grant Program** | 1,000,000 | 1,000,000 | Awarded | June 2013 |
| **Resources Agency: River Parkways** | 1,500,000 | 1,000,000 | $1,000,000 Awarded | Secured |
| **Sonoma County Agricultural Preservation and Open Space District*** | 1,100,000 | 1,100,000 | Committed | Secured |
| **Sonoma County Regional Parks Foundation*** | 500,000 | 500,000 | Commited | Secured |
| | | | | |
| **TOTAL** | **$7,720,000** | **$3,600,000** | | |
| | | | | |
| *Note: Additional funding available in the event that not all of the grants are awarded | | | | |

# 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 of the Sonoma County Agricultural Preservation and Open Space District

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Kim Batchelder, 565-7355

**Supervisorial District(s):**
Countywide

**Title:** Environmental Planning and Land Management Service Agreements for District Lands

**Recommended Actions:**

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District (District) to execute two professional services agreements for work on District lands: 1) an agreement with Prunuske Chatham, Inc. in an amount not-to-exceed $250,000 for environmental planning and environmental impact assessment services; effective from date of execution to June 30, 2016; and 2) an agreement with Questa Engineering Corporation in an amount not-to-exceed $250,000 for Land Management Services; effective from date of execution to June 30, 2016..

**Executive Summary:**

The Sonoma County Agricultural Preservation and Open Space District (District) currently holds 6,400 acres of fee title land throughout Sonoma County. On March 27, 2012 the Board approved a three-year Work Plan and on November 12, 2013, the Board approved the District's Fee Land Strategy. These guidance documents direct staff to manage District lands in a manner that protects the District's investment, public safety, and the conservation values of the properties, and also directs staff to transfer identified recreational lands to appropriate entities such as Regional Parks, the City of Sonoma and the City of Healdsburg. All District properties – whether they have identified recipients or not - require some level of assessments, planning and environmental permitting, ranging from assessments of sensitive cultural and environmental resources, to the development of management plans and C.E.Q.A. documents.

Several fee properties do not have identified recipients, and on these properties the District continues to be responsible for managing resources and protecting the conservation values until such time as a recipient has been confirmed. Activities related to this management include fuel load suppression, public safety, erosion control, illegal cultivation monitoring and removal, invasive species control, protection and enhancement of sensitive resources. The District intends to plan for and manage these properties through the use of service providers capable of completing all resources studies and

implementing the most essential land management tasks for each property.

The District has only two Full Time Equivalent (F.T.E.) staff assigned to the assessment, planning and management of fee properties. The cyclical and unpredictable nature of the work, as well as the Board direction to transfer most fee lands to recreational entities in the coming years, suggests a need for consultants rather than staff to accomplish these tasks. In order to be most efficient, the District proposes an As-Needed service agreement for an amount not to exceed $250,000 with Prunuske Chatham, Inc. for two types of services: 1) environmental planning services and 2) environmental impact assessment services. Environmental planning services include, but are not limited to, vegetation and habitat assessment, cultural resources studies, wildlife surveys, rangeland assessments, threatened and rare species surveys, management recommendations, management plans to protect natural resources. Environmental impact assessment services include, but are not limited to, preparing Initial Studies, California Environmental Quality Act (C.E.Q.A.) analysis, National Environmental Policy Act (N.E.P.A.) analysis, wetlands delineation, and Phase I and Phase II environmental assessments. Such services may be required as part of a property acquisition, capital improvement project, fee land management plan implementation, or for mitigative measures on District properties.

The District also proposes an As-Needed service agreement for an amount not to exceed $250,000 with Questa Engineering Corporation to implement various land management activities on District properties throughout the county. Typical land management projects required by the District include, but are not limited to, habitat enhancement, mitigation measures, erosion control, road restoration or decommissioning, fire abatement and vegetation removal, invasive species removal, and implementation of best management practices to protect natural resources and their ecological functions.

These services described above are not specific to any one project or property but rather an accumulation of the types of services generally needed within these particular disciplines.

Once a project or technical need has been identified, District staff will initiate a meeting to describe the District's needs under the As-Needed agreement. Specific details of each work assignment will be determined during project initiation, including the specific project scope of work, schedule for completion of the project scope, cost estimate, and payment provisions. District staff will then prepare an Agreement Memorandum (see sample in Exhibit A) to memorialize the agreement reached during project initiation. The Agreement Memorandum must be signed by District staff and the Consultant prior to the onset of work.

The District will not guarantee any minimum or maximum amount of work to be completed under the As-Needed agreements.

<u>Competitive Selection Process</u>

The District conducted two Request for Proposal (R.F.P.) processes to identify and screen qualified contractors for the work described above. The R.F.P.s were sent to over fifty firms, and advertised on the District and County websites. Nine candidates submitted proposals for the Environmental Services R.F.P. and five candidates submitted proposals for the Land Management Services R.F.P. An internal review committee of District planning staff and management selected the two top ranked candidates

capable of satisfying the majority of services needed by the District. These candidates submitted professional and responsive proposals that clearly addressed the needs of the District and thoughtfully responded to all the elements described in the R.F.P. The District intends to request Board support for additional as needed service agreements derived from this list of qualified candidates in the next fiscal year.

Local Preference

P.C.I. is a Sonoma County-based firm with extensive experience in resource assessments, environmental impact analysis and resource conservation. This firm has assisted the District in management planning for Taylor Mountain Open Space Preserve and Regional Park and is currently completing an Ecological Evaluation and Natural Resources Vulnerability and Protection Report for the proposed North Slope Sonoma Mountain Open Space Preserve. Questa established its Petaluma office in 1983 and has worked throughout the north bay area and Sonoma County for more than 30 years and has provided land management consulting services to Sonoma County Regional Parks Department, Sonoma County Water Agency, and the cities of Petaluma, Santa Rosa and Sebastopol. Questa has assembled a technically solid consortium of subcontractors to fill the needs for technical, science-based and resource-sensitive best management practices to be applied on District lands.

**Prior Board Actions:**

All work in these proposed contracts directly supports program elements included in the District's Work Plan 2012-2015, approved by the Board in March 2012, and the District's Fee Land Strategy 2012, approved by the Board in November 2012. The Board has previously approved service agreements with Prunuske Chatham Inc. for project-specific deliverables for Taylor Mountain Open Space Preserve and Regional Park and Healdsburg Ridge Open Space Preserve.

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

**Fiscal Summary - FY 12-13**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 500,000 | | $ | |
| Add Appropriations Reqd. | $ | | State/Federal | $ | |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | 500,000 |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **500,000** | **Total Sources** | **$** | **500,000** |

| **Narrative Explanation of Fiscal Impacts (If Required):** | | | |
|---|---|---|---|
| The contract amounts are included in the District's Board approved budget for fiscal year 2012-13. | | | |
| **Staffing Impacts** | | | |
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |
| **Narrative Explanation of Staffing Impacts (If Required):** | | | |
| | | | |
| **Attachments:** | | | |
| none | | | |
| **Related Items "On File" with the Clerk of the Board:** | | | |
| 1. Agreement between the District and Prunuske Chatham, Inc.<br>2. Agreement between the District and Questa Engineering Corporation. | | | |

# 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 of the Sonoma County Agricultural Preservation and Open Space District

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Sorrel Allen, 565-7347

**Supervisorial District(s):**
All

**Title: FY 12/13 – 14/15 Public Outings Program Contracts Amendments**

**Recommended Actions:**

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute:

1) A contract amendment between the District and LandPaths that adds $136,143 to the contract for a contract total of $577,893, funding 36 additional public outings including two larger scale events on District-protected properties through September 30, 2014; and
2) A contract amendment between the District and Sotoyome Resource Conservation District, in partnership with Southern Sonoma County Resource Conservation District, that adds $45,610 to the contract for a contract total of $141,543, funding nine additional public outings on District-protected properties through September, 30 2014; and
3) A contract amendment between the District and Sonoma Ecology Center that adds $38,280 to the contract for a contract total of $152,421, funding 18 additional public outings on District-protected properties through September 30, 2014; and
4) A contract amendment between the District and The Center for Social and Environmental Stewardship that adds $15,875 to the contract for a contract total of $76,505, funding five additional public outings on District-protected properties through September 30, 2014.

**Executive Summary:**

One of the strategies identified in the Board-approved *Balancing Multiple Objectives*, the District's 2012-2015 Work Plan, is to "Provide opportunities for public to engage in caring for District-protected lands." The community that envisioned and created the District rightfully feels a sense of pride and ownership in this organization and its work. The public outings program is a key way for the larger Sonoma County community to engage with the land it has protected.
To leverage the District's investment to the fullest extent through working with local nonprofit organizations, and to achieve efficiencies in staff time and contractor costs, the District is proposing to expand the public outings to extend the related contracts through September 30, 2014.

The program has been integral in providing community access and building public awareness on the importance of protecting lands for agriculture, greenbelts, natural resources, and recreation. Community participation has dramatically increased since program inception as the District has acquired additional properties and successfully leveraged the strong community relationships of each nonprofit partner. A number of social media tools, eblast and online newsletters, and direct community outreach efforts are used to collectively publicize the public outings program and to diversify, expand, and to target outreach where necessary to reach a broad base of Sonoma County residents. All public outings are marketed on the District website and the websites of partner organizations, as well as advertised in local newspapers, and on public radio stations. All marketing efforts convey a cohesive message to the public about the District's work to protect the public investment and to educate about public benefits of land conservation. However each partner organization specializes in outreach to \ specific audiences or populations such as families, youth, the Latino community, landowners, and the general public. The registration process is user-friendly. Each outings listing contains registration and contact information for the group leader, and interested members of the public can register by phone or by email directly with the respective group leader. At the end of each program, public outings participant contact lists are shared with the District staff for relationship building and for future outreach efforts. These partnerships provide a cost-effective and efficient service that connects Sonoma County residents to District-protected lands and provides an opportunity to experience the scenic, natural resource, open space, and recreational benefits of land conservation.

In July 2009, the District expanded its public outings program by 1) increasing the number of outings on District-protected properties, 2) expanding outreach to diverse and underserved populations, 3) emphasizing the importance of sustainable agriculture and the preservation of working farms and ranches, and 4) partnering with local organizations to create a comprehensive approach to public access. The District contracted with four local organizations: LandPaths, Sotoyome Resource Conservation District, Sonoma Ecology Center, and the Center for Social and Environmental Stewardship. As a result, outings increased from an average of 18-24 outings to more than 90 annually. Participants increased from 1,200 to nearly 4,000 in the same period. This programmatic increase reflects a District investment of an additional $52,000, from approximately $125,000 in F.Y. 08-09 to $177,000 in F.Y. 09-10.

The District extended the contracts for three years, through F.Y. 12-13. Between F.Y. 10/11-F.Y. 12/13 the District was able to offer 258 outings programs (70-100 annually), with a total of 6,976 participants (averaging 2,325 participants annually).

The District proposes to extend the outings program contracts for an additional 15 months in an effort to align the public outings contract timeline with the education contract timeline. This extension will synchronize the active status of all contracts through September 30, 2014, at which time the District will conduct a comprehensive R.F.P. process for its public engagement program contracts.

The District recommends the following for its public outings program through September 30, 2014:

1) LandPaths, in partnership with the Laguna de Santa Rosa Foundation, will provide a minimum of 36 outings on at least 25 District-protected properties. Themes include history, culture, birding, family, recreation, biology and botany.
2) Sotoyome Resource Conservation District, in partnership with the Southern Sonoma County Resource Conservation District, will provide a minimum of 9 outings on District-protected properties. Themes include planning for biological diversity and water quality through

sustainable land management practices, grazing management and grassland ecology, working forests and sustainable forest practices, farming and the environmental/regulatory arena, and farm succession planning.

3) Sonoma Ecology Center will provide 18 outings on District-protected properties. Themes include history, local lore, astronomy, biology, creative writing.
4) The Center for Social and Environmental Stewardship will provide 5 outings on District-protected properties.

The Agreements (On File with the Clerk) provide detailed information regarding the properties that will be explored, and identify targeted populations.

**Prior Board Actions:**

On 6/22/10 the Board approved 3-year contracts with LandPaths, Sotoyome and Southern Sonoma County Resource Conservation Districts, Sonoma Ecology Center, and The Center for Social and Environmental Stewardship for public outings on District-protected properties.

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

The public outings program expands recreational and educational access on District Lands to all sectors of the County's communities. By partnering with agencies and other non-profits, the District can meet strategic recreation, education and land stewardship goals. These programs increase our capacity to provide timely access to the District-protected lands, connect people to the land, and foster an appreciation of the County's farming history and rural character. The public outings effectively promote an awareness of the partnership between agricultural and natural resource conservation and expand opportunities for stewardship of natural resources.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 188,726 | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | District sales tax | $ 188,726 |
| **Total Expenditure** | **$ 188,726** | **Total Sources** | **$ 188,726** |

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

$188,726 or 80% of the total expenditure was approved by the Board of Directors in June 2013 for the F.Y. 13/14 budget and the remaining 20% balance of $47,182 is anticipated for F.Y. 14/15 budget; pending the Board of Directors' approval. Public outings costs are based on a per outing rate. These rates vary across organization/contractor depending on the type of outing, level of community outreach, and staff time required to plan and implement.

| Staffing Impacts | | | |
|---|---|---|---|
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |

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

**Attachments:**

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

1. 1st Amendment to PSA #O-89: LandPaths
2. 2nd Amendment to PSA #O-87: Sotoyome Resource Conservation District
3. 4th Amendment to PSA #O-70: Sonoma Ecology Center
4. 2nd Amendment to PSA #O-88: The Center for Social and Environmental Stewardship

# County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors;
Board of Directors, Successor Agency to the Sonoma County Community Redevelopment Agency;
Board of Commissioners, Sonoma County Community Development Commission

| | |
|---|---|
| **Board Agenda Date:** June 25, 2013 | **Vote Requirement:** Majority |
| **Department or Agency Name(s):** Community Development Commission and County Counsel | |
| **Staff Name and Phone Number:** | **Supervisorial District(s):** |
| Mark Krug, 565-7509 | First & Fifth |

**Title:** Agreement for County and Legal Services

**Recommended Actions:**

1. Authorize the Chair of the Sonoma County Board of Supervisors, on behalf of the County, and the Executive Director of the Sonoma County Community Development Commission (CDC), on behalf of the Successor Agency to the Sonoma County Community Redevelopment Agency (Successor Agency), to execute an Agreement for Services to provide County services to Successor Agency for the period from July 1, 2013 through June 30, 2014, specified in Exhibits A through F of the Agreement as follows: A) County Administrator's Office for services of the Board, processing of agenda items, not to exceed $15,665; B) County Counsel for advisory, transactional, and litigation services, not to exceed $170,000; C) Auditor-Controller-Treasurer-Tax Collector for special district accounting, payroll, and Human Resources Management System services, not to exceed $100,000; D) Human Resources, Risk Management Division for insurance, benefit administration, safety management, and disability and leave management services, not to exceed $5,556; E) General Services, Fleet Operations Division for vehicle maintenance and management services, not to exceed $5,423; and F) Information Systems Department for courier delivery, mail processing, records and information management, and reprographics services, not to exceed $36,308; and authorize the Commission's Executive Director to extend the term of the Agreement, and increase the dollar amount payable to reflect annual budgetary appropriations, pursuant to mutual written agreement between the Executive Director and the applicable Directors or Department Heads.
2. Authorize the Executive Director of CDC, as contractor to and on behalf of the Successor Agency, to execute a Legal Services Agreement for Goldfarb and Lipman to provide advisory and representation services to Successor Agency for the period from July 1, 2013 through June 30, 2016, for an amount not to exceed $220,000 in any 12-month period.
3. Authorize the Sonoma County Counsel to execute an Amendment to the Legal Services Agreement for Goldfarb and Lipman for litigation services to the Successor Agency to increase

the amount of the Agreement to $100,000 and to extend the term to December 31, 2014.

**Executive Summary:**

Approval of this item will authorize the Chair of the Board of Supervisors and the Executive Director of the Sonoma County Community Development Commission (CDC), on behalf of the Successor Agency to the Sonoma County Community Redevelopment Agency (Successor Agency), to execute an Agreement for Services to provide County services to Successor Agency, and will authorize the Executive Director of CDC and the Sonoma County Counsel to execute agreements with Goldfarb and Lipman to provide special legal services to the Successor Agency related to litigation regarding the State Department of Finance's denial of several enforceable obligations of the Successor Agency.

All California redevelopment agencies were dissolved on February 1, 2012 by the "Dissolution Act" (ABx1 26). On January 10, 2012, the Sonoma County Board of Supervisors adopted a resolution accepting for the County the role of Successor Agency to the Sonoma County Community Redevelopment Agency (Successor Agency). Under California Health and Safety Code (HSC) §34177, the Successor Agency must prepare a Recognized Obligation Payment Schedule (ROPS) that enumerates the enforceable obligations and administrative budget of the Successor Agency for each six-month period commencing with January 1, 2012 until all enforceable obligations of the former Redevelopment Agency are fully completed and paid. Each six-month ROPS must be approved by the duly constituted Oversight Board for the Successor Agency to enable the Successor Agency to continue to make payments on enforceable obligations.

In an Agreement dated February 1, 2012, the Successor Agency authorized and employed the Sonoma Community Development Commission to perform administrative and other services on behalf of the Successor Agency.

Some line-item costs on the ROPS are related to the provision of administrative services, including but not limited to financial, real property appraisal, audit, legal, transportation, and communications services. Providers of these types of administrative services are County departments. Pursuant to HSC §34177.3(b), the Successor Agency may create enforceable obligations to conduct the work of winding down the former Redevelopment Agency, including acquiring necessary professional administrative services and legal counsel, and pursuant to HSC §34178(a), the Successor Agency may enter into agreements with the County that formed the former Redevelopment Agency upon obtaining the approval of the Oversight Board.

The Oversight Board for the Successor Agency adopted a resolution on February 25, 2013 that finds that the administrative services are required in the winding down of the former Redevelopment Agency and therefore, authorized the Successor Agency to enter into agreements with County departments for any and all of these services in the most cost effective and efficient manner, which is in the best interests of the other local taxing entities.

On behalf of the Successor Agency, CDC staff has worked with staff from the six County departments currently providing these administrative services (County Administrator, County Counsel, Human Resources, Information Systems, Auditor-Controller-Treasurer-Tax Collector (ACTTC), and General Services) and developed the On File Agreement for Services that includes six Exhibits containing Scopes of Work that set forth the services to be provided by each department for FY 13-14, and the charges to

be paid by Successor Agency for such work. The total amount payable under the Agreement for the combined services in FY 13-14 shall not exceed $332,952, which has been included on the Successor Agency's ROPS that fiscal year. For the ROPS period covering July through December 2013, the State Department of Finance has approved use of Redevelopment Property Tax Trust Fund (RPTTF) dollars to pay for the services to be provided by Human Resources, County Administrator, and Information Systems, but has denied use of RPTTF funds to pay for the services to be provided by ACTTC, County Counsel, and General Services. To enable the Successor Agency to continue performing all required work, the Board of Supervisors has approved Reinvestment and Revitalization funding to cover these costs pending resolution of litigation through which the Successor Agency is challenging the State's decision.

In addition to the administrative services to be obtained from County departments, the CDC and County Counsel staff require special legal assistance from outside counsel related to litigation filed by the Successor Agency to challenge the State Department of Finance's denial of several enforceable obligations, including funding for Highway 12 improvements, environmental clean-up and public improvements for the Roseland Village property, and several administrative items, such as leased vehicles, financial, and legal costs. County Counsel negotiated an agreement with Goldfarb and Lipman ($25,000) to commence work on the Department of Finance litigation, and is seeking approval of an amendment to that agreement (on file with the Clerk) to increase the amount of the agreement to $100,000 and extend the term to December 31, 2014. During FY 12-13, County Counsel paid for services under the original $25,000 agreement using retainer funds previously paid to County Counsel by the Successor Agency from funds obtained under the second ROPS, and during FY 13-14 will pay for the additional services using a portion of the $170,000 included in Exhibit B of the On File Services Agreement between Successor Agency and County. The CDC has negotiated a separate but related Agreement (on file with the Clerk) with Goldfarb and Lipman to provide litigation and other required special legal services through June 30, 2016. The Successor Agency included $220,000 on its ROPS for FY 13-14 to cover the costs under its agreement. The Department of Finance has denied the use of RPTTF dollars to pay for the special legal services from July 1 through December 31, 2013; however, the Board of Supervisors has approved Reinvestment and Revitalization funding to cover these costs pending resolution of litigation through which the Successor Agency is challenging the State's decision.

**Prior Board Actions:**

06/10/2013: Approved $388,844 in Reinvestment and Revitalization funds, in part to pay for financial, legal, and leased vehicle costs of Successor Agency for 7/1/13 – 12/31/13.
02/28/2012: Established the Successor Agency as a distinct and separate entity from the County of Sonoma.
01/31/2012: Directed CAO and CDC to execute an agreement for CDC staff to perform work of Successor Agency.
01/10/2012: Expressed intent for County of Sonoma to serve as Successor Agency to the Sonoma County Community Redevelopment Agency and for the Sonoma County Community Development Commission to serve as "housing successor agency".

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

These requested actions, if approved, assist in the orderly winding down of redevelopment agency activities.

| Fiscal Summary - FY 13-14 | | | | | |
|---|---|---|---|---|---|
| **Expenditures** | | | **Funding Source(s)** | | |
| Budgeted Amount | $ | 552,952 | County General Fund | $ | 367,466 |
| Add Appropriations Reqd. | $ | | State/Federal | $ | |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | RPTTF | $ | 185,486 |
| **Total Expenditure** | **$** | **552,952** | **Total Sources** | **$** | **552,952** |

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

The budgeted funds have been included on the ROPS approved as required by the Oversight Board. The State has approved use of RPTTF to pay for some services from July 1, through December 2013, and denied the use of RPTTF funds to pay for other services for the same period. The Board of Supervisors has approved General Fund dollars from the new Reinvestment and Revitalization Fund to cover the denied costs pending resolution of litigation through which the Successor Agency is challenging the State's decision. The revenue expected to be available from RPTTF includes $156,296 that will be listed on ROPS 13-14B, covering January – June 2014. It is as yet unknown if the State will approve use of RPTTF for these costs. If use of RPTTF funds is denied, the Successor Agency will seek approved of additional Reinvestment and Revitalization Funds to cover required administrative costs.

**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:**

1. Agreement for County Services between Successor Agency and County of Sonoma
2. Legal Services Agreement between Successor Agency and Goldfarb & Lipman
3. Legal Services Agreement between Sonoma County Counsel and Goldfarb & Lipman

# 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 Directors, Sonoma County Water Agency |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | Sonoma County Water Agency |
| **Staff Name and Phone Number:** | Anjenette Hayre / 521-1830 |
| **Supervisorial District(s):** | Second and Third |
| **Title:** | Petaluma Aqueduct Cathodic Protection Upgrade Design Services |

**Recommended Actions:**

Authorize Chair to approve the second amended agreement for Petaluma Aqueduct Cathodic Protection Upgrade Design Services with J.D.H. Corrosion Consultants, expanding the scope of work to include utility research, modify the design details per Water Agency's direction, oversee site investigations, provide monitoring services, and comply with Sonoma-Marin Area Rail Transit right-of-way requirements, and extending the agreement term by 4 years ($30,000 for a new not-to-exceed total of $155,430; second amended agreement terminates June 30, 2017).

**Executive Summary:**

This item requests approval to enter into a second amended agreement with J.D.H. Corrosion Consultants ($30,000 for a new total of $155,430 through June 30, 2017) for Petaluma Aqueduct Cathodic Protection Upgrade Design Services.

HISTORY OF ITEM/BACKGROUND
In 2009, a corrosion assessment was conducted on Sonoma County Water Agency's (Water Agency) water transmission pipelines. It was determined that the Petaluma Aqueduct is not adequately protected from corrosion based on the National Association of Corrosion Engineers Standards. Further testing was conducted on the Petaluma Aqueduct to look at cost effective alternative solutions. Testing concluded that an impressed current control system will help improve corrosion protection for this project.

a) Water Agency and Consultant first entered into this agreement on April 26, 2011 (through June 30, 2012) for $115,000. Also on this date, the Water Agency's Board of Directors authorized the General Manager to amend the agreement, provided the amendments do not cumulatively increase the total cost to the Water Agency by more than $11,500 and do not substantially change the scope of work.

b) Water Agency amended this agreement to add a task for vacuum excavation ("potholing") of

proposed well sites to verify that no unmarked utilities exist in the construction area for this project. The First Amended Agreement increased the Agreement amount by $10,430 to perform the additional work described in Exhibit A, for a new total of $125,430.

SELECTION PROCESS

To achieve the Water Agency's goal of improving corrosion protection on the Petaluma Aqueduct, the Board authorized the General Manager to enter into an agreement with Consultant after conducting the selection process described below. The Water Agency does not have the expertise to carry out these activities.

A Request for Qualifications was sent to three firms:

1. JDH Corrosion Consultants, Concord, CA
2. Corrpro Companies, Inc., San Leandro, CA
3. Farwest Corrosion Control Company, Hayward, CA

JDH Corrosion Consultants and Corrpro Companies, Inc., responded to the Request for Qualifications, and a list of qualified consultants was created. JDH Corrosion Consultants (Consultant), a corrosion consulting firm specializing in corrosion protection, was selected from the list of qualified consultants to perform the work because:

1) Consultant is already familiar with the project as a result of its work on the Annual Aqueduct Cathodic Protection Surveys and Petaluma Aqueduct Annual Pipeline Continuity Testing
2) Consultant provided a reasonable schedule
3) Consultant performed well in the past on the Sonoma Aqueduct Cathodic Protection Upgrade project for the Water Agency.

SERVICES TO BE PERFORMED

Under the original agreement, the Consultant is designing and assisting with the construction of a cost effective corrosion protection system to extend the life of a 40-year-old steel mortar-lined pipe. The pipeline runs from downtown Santa Rosa to Petaluma. The first amended agreement added potholing. The proposed second amended agreement extends the term to allow for utility research, modify the design details per Water Agency's direction, oversee site investigations, provide monitoring services, and comply with right-of-way requirements.

The cost of services will not exceed $155,430; the term end date is June 30, 2017.

The cost of services will not exceed $70,000 in fiscal year 2013/14, $15,000 in fiscal year 2014/15, and $25,000 in fiscal year 2016/17; the term end date is June 30, 2017. The total agreement amount is $155,430.

**Prior Board Actions:**

04/26/2011: Approved agreement between Water Agency and JDH Corrosion Consultants for Petaluma Aqueduct Cathodic Protection Upgrade Design Services. Cost $115,000; term end July 1, 2012.

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

Invest in protecting our pipeline from corroding and reduce maintenance cost by reducing the amount of man-hours required to take readings

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**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 30,000 | Water Agency Gen Fund | $ | 0 |
| Add Appropriations Reqd. | $ | | State/Federal | $ | |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | 30,000 |
| | $ | | Contingencies | $ | |
| | $ | | | $ | $30,000 |
| **Total Expenditure** | **$** | **30,000** | **Total Sources** | **$** | |

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

FY 2012/13 appropriation of $30,000 is from the Water Transmission fund. No additional appropriation is required.

**Staffing Impacts**

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

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

N/A

**Attachments:**

N/A

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

Amended Agreement (4 Copies)

# County of Sonoma Agenda Item Summary Report

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

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

| | |
|---|---|
| **To:** | Board of Directors, Sonoma County Water Agency |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | Sonoma County Water Agency |
| **Staff Name and Phone Number:** | Chris Delaney / 547-1946 |
| **Supervisorial District(s):** | All |
| **Title:** | Sonoma County Quantitative Precipitation and Frost Information Proof-of-Concept Demonstration |

**Recommended Actions:**

Authorize General Manager of the Water Agency to execute a Modification to the Memorandum of Understanding for Sonoma County Quantitative Precipitation and Frost Information Proof-of-Concept Demonstration between the Sonoma County Water Agency and National Oceanic and Atmospheric Administration, United States Department of Commerce, in an amount not to exceed $815,000 for a new not-to-exceed total of $1,115,400 and extending the term by four years for a new end date of January 17, 2017.

**Executive Summary:**

This item requests authority for the General Manager of the Sonoma County Water Agency (Water Agency) to execute a Modification to the Memorandum of Understanding for Sonoma County Quantitative Precipitation and Frost Information Proof-of-Concept Demonstration between the Water Agency and National Oceanic and Atmospheric Administration, United States Department of Commerce, in an amount not to exceed $815,000 for a new not-to-exceed total of $1,115,400 and a new end date of January 17, 2017.

HISTORY OF ITEM
Flood control and water supply are two of Water Agency's core functions. Efforts to improve weather forecasting capabilities of local, state, and federal agencies can result in enhanced flood control and water supply planning and operations. In addition, water diversions for frost protection purposes can affect Russian River mainstem and tributary flows. Improved frost forecasts can improve water management activities related to frost protection and Water Agency Russian River operations to better anticipate such events.

Water Agency staff and scientists from the National Oceanic and Atmospheric Administration, including the National Weather Service, have been working together to use new technology to improve the

assessment of precipitation and resulting stream flows (hydrology). In addition to benefits of improved flood control planning for the Russian River and other streams in Sonoma County, advances in linked atmospheric and hydrologic modeling could improve water supply by providing more reliable information to the United States Army Corps of Engineers and the Water Agency in their respective flood control and water supply operations of Warm Springs and Coyote Valley Dams. For example, improved weather forecasting capabilities could provide a stronger basis to store additional spring season water in Coyote Valley Dam, while maintaining flood control requirements, for subsequent use to meet in-stream flows and water supply throughout the summer and fall.

In addition, the National Oceanic and Atmospheric Administration has been working to improve the forecasting of extreme temperatures such as frost events (especially the location and length of event) to agricultural growers, thus promoting more efficient use of water to prevent crop damage from extreme temperatures. This information is also helpful for the Water Agency to better anticipate forecasted extreme temperature events and adjust releases from Coyote Valley Dam, as appropriate.

The proof-of-concept demonstration is described in the Water Agency's September 2010 Water Supply Strategies Action Plan (Strategy #2, Immediate Action 7 and Strategy #3, Immediate Action 2). The Phase 2 work under the proposed Modification to the Memorandum of Understanding is described in the December 2011 Water Supply Strategies Action Plan (Strategy #2, Immediate Action 4 and Strategy #3, Immediate Action 2).

ORIGINAL MEMORANDUM OF UNDERSTANDING

Under the Original Memorandum of Understanding, the main Phase 1 proof-of-concept demonstration tasks related to developing quantitative precipitation information were monitoring, data assimilation, prediction demonstration, system integration assessment and design, and assessment of benefits. The major tasks related to developing frost forecast information were gathering data, developing alert threshold criteria, conducting stakeholder workshops, frost forecast transition to operations, and assessing benefits.

Results of work completed under the Original Memorandum of Understanding have demonstrated that incorporating data collected from the KPIX Doppler Radar station located on Mount Vaca could improve National Oceanic and Atmospheric Administration's ability to more accurately estimate and forecast precipitation to the North Bay region. The results have also shown that further improvements can be achieved with the expansion of the data collection network and the development of new precipitation estimation methods and models.

Additionally, the temperature modeling prototype developed for the Alexander Valley under the Original Memorandum of Understanding has proven to be a reliable and skillful tool for producing high-resolution digital forecasts of minimum and maximum temperatures. Agricultural producers in Alexander Valley use the forecast information to aid with the management of water used to protect against crop damage associated with extreme temperatures. The Water Agency and its water contractors will use the temperature forecasts to aid in preparing for potential spikes in water demand associated with heat waves this summer and fall. This prototype has demonstrated that expansion of the temperature modeling to the entire Russian River basin would be a beneficial service to many more agricultural producers outside of the Alexander Valley region.

The Original Memorandum of Understanding's total cost was $511,300. The Water Agency's maximum contribution was $300,400 ($150,000 towards the quantitative precipitation portion of the study, $120,400 towards the frost protection element, and an optional $30,000 for contingency funding), and the National Oceanic and Atmospheric Administration's contribution was $240,900. The term of the original Memorandum of Understanding is through July 19, 2013.

MODIFICATION TO ORIGINAL MEMORANDUM OF UNDERSTANDING

Under the Modification to the Original Memorandum of Understanding, the Phase 2 work consists of three main tasks, with subtasks under each. These main tasks are atmospheric rivers, quantitative precipitation information, and frost prediction.

Atmospheric Rivers

Case Study of Landfalling Atmospheric Rivers, Reservoir Operations, and Benefits: This task includes an analysis of historical climate and atmospheric river events to better understand how atmospheric rivers impact the flood control and water supply functions of Lake Mendocino. Atmospheric Rivers are large bands of moisture in the atmosphere that can cause extreme precipitation and potential flooding to the West Coast of the United States and other regions of the world.

Assessment of Forecast-Based Operations and Values of Advanced Atmospheric Forecasts: This task will build off of the work completed for the historical analysis to look at how recent advancements in the prediction of atmospheric rivers could be incorporated into Lake Mendocino reservoir operations to improve management for flood events and also improve the water supply reliability of the reservoir. Results of this work may then be used to begin a more formalized study to examine the feasibility of modifying the operations of Lake Mendocino using a forecast-based operation approach.

Quantitative Precipitation Information

Observing System Surface Network Enhancements: This task will increase the number of soil moisture and precipitation measurement sites in the Russian River watershed through the installation of new instruments, as well as utilizing data collected from privately owned gages in the basin. The new instrument deployments will target areas identified by the National Oceanic and Atmospheric Administration where there are known data gaps and replace out-of-date equipment at a station near Fort Ross.

KPIX Quantitative Precipitation Estimation Assimilate New Observations: Under this task, National Oceanic and Atmospheric Administration will develop new methods for estimating rainfall distribution across the region that will incorporate the added data from the enhanced rain gauge network discussed in the previous task and also incorporate other meteorological variables such as wind direction in order to better capture the rainfall patterns in the Russian River Watershed. The spatial patterns captured by the enhanced rain gauge network will be compared to the real-time measurements from the KPIX Doppler weather radar (this radar has the best view of precipitation in the Russian River basin) and, in combination with the task below, will be used to correct the radar estimates of precipitation and produce the best overall map of rainfall patterns in the basin.

Vertical Profile of Reflectivity Quantitative Precipitation Data Collection and Estimation Correction: This task complements the rain gauge network enhancement activities described above. Under this task National Oceanic and Atmospheric Administration will develop correction procedures to improve rainfall estimates from the KPIX Doppler radar to better account for shallow rainfall processes caused by air rising over terrain. To do this National Oceanic and Atmospheric Administration will deploy snow-level radars (radars) at strategic locations within the watershed. Data from the radars will be used to develop real-time corrections of the KPIX Doppler radar data and improve the radar estimates of precipitation, especially near the ground.

The National Oceanic and Atmospheric Administration has implemented a similar watershed-focused project in the American River Basin. This project has been very successful at providing advanced warning of Atmospheric River events. NOAA has also recently signed a Memorandum of Understanding with the City of San Francisco to expand their precipitation monitoring network with the aim of improving precipitation forecasts for the San Francisco region.

Frost Prediction

Frost Prediction Next Steps: Work under this task includes expanding the enhanced temperature modeling developed as part of the Original Memorandum of Understanding to the entire Russian River basin. Additional subtasks include: increasing the efficiency and speed of the modeling, improving the usability of the model results for grape growers and other end users, and assessing the utility of providing low-level temperature profile data to help inform growers on proper protection measures against extreme temperature events.

The types of instrumentation to be installed for this project have been proven in numerous field studies including the proof-of-concept work done in the original Memorandum of Understanding. The technical staff at National Oceanic and Atmospheric Administration is experts at installing, operating and maintaining all of the observing equipment proposed for this study. Also the scientists at the National Oceanic and Atmospheric Administration who will be analyzing the collected data have extensive experience in this type of work and, in particular, in working with the specialized models and software needed to complete the work.

This project will be showcased as part of National Oceanic and Atmospheric Administration's Habitat Blueprint, a framework to improve habitat for fisheries, marine life, and coastal communities. The Russian River is the first Habitat Focus Area with major goals of improving rainfall prediction and estimation, flood mitigation, and frost forecasts for the Russian River watershed.

The cost of the Modification to the Original Memorandum of Understanding will not exceed an encumbrance of $86,000 in fiscal year 2012/2013 that will be rolled over into fiscal year 2013/2014, and $729,000 in fiscal year 2013/2014 for a modification total of $815,000 and a new not-to-exceed total of $1,115,400. The Modification also extends the term by four years for a new end date of January 17, 2017. The National Oceanic and Atmospheric Administration will provide $470,000 in match for the completion of work covered under this second phase of work.

**Prior Board Actions:**

1/10/12: Authorized General Manager to execute the Memorandum of Understanding for Sonoma County Quantitative Precipitation and Frost Information Proof-of-Concept Demonstration between the Sonoma County Water Agency and National Oceanic and Atmospheric Administration, United States Department of Commerce ($300,400).

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

County Goal 2: Economic and Environmental Stewardship Project will meet goal by providing important weather information for planning and operation of Water Agency facilities.

Water Agency Water Supply Goals and Strategies, Goal 3: Ensure that water will be available to customers at all times, including during short- term emergencies, such as earthquakes, and long-term challenges caused by extended droughts and global climate change.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 815,000 | Water Agency Gen Fund | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance<br>Russian River Projects fund | $ 815,000 |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 815,000** | **Total Sources** | **$ 815,000** |

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

The FY 13-14 Adopted Budget includes $729,000 for this contract. The additional $86,000 is included in the FY 12-13 Adopted Budget and will be encumbered in FY 12-13 and rolled over into FY 13-14.

**Staffing Impacts**

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

| **Narrative Explanation of Staffing Impacts (If Required):** |
| --- |
| N/A |
| **Attachments:** |
| None |
| **Related Items "On File" with the Clerk of the Board:** |
| Modification to Memorandum of Understanding (1 copy) |

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CF/47-0-21 US DEPARTMENT OF COMMERCE, NOAA (MOU FOR IMPROVING QUANTITATIVE PRECIPITATION AND FROST INFORMATION FOR SONOMA COUNTY PROOF-OF-CONCEPT DEMONSTRATION) TW 11/12-041 (ID 3341)

# County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Marcus Trotta / 547-1978

**Supervisorial District(s):**
First

**Title:** Groundwater Flow Model of Sonoma Valley

**Recommended Actions:**

Authorize General Manager to execute an agreement with the United States Department of the Interior, United States Geological Survey, for continuation of the Sonoma Valley groundwater flow model study for the amount $146,500; termination date of October 31, 2014.

**Executive Summary:**

This item requests approval for the Sonoma County Water Agency (Water Agency) to enter into a joint funding agreement with the United States Department of the Interior, United States Geological Survey for a cooperative water resource program for a Sonoma Valley groundwater flow model study in the amount of $146,500; termination date of October 31, 2014.

HISTORY OF ITEM/BACKGROUND
From 2001 to 2006, the Water Agency and the United States Geological Survey performed a Cooperative Study of Groundwater Basins in Sonoma County. Based on the results of that study, the Water Agency and local stakeholders within the Sonoma Valley formed the Sonoma Valley Basin Advisory Panel and developed and implemented the Sonoma Valley Groundwater Management Program (Program). A numerical groundwater flow model developed by the United States Geological Survey as part of the cooperative study was a primary tool used by stakeholders to select and prioritize actions (including groundwater banking, stormwater recharge, and increased conservation and recycled water use) for improving and sustaining groundwater conditions in Sonoma Valley.

Over the past five years, additional data collected during implementation of the Program has improved the understanding of hydrogeologic conditions in Sonoma Valley. In order to more accurately simulate groundwater conditions and better evaluate and scope planned groundwater management efforts, updating of the groundwater flow model with this more recent information is required. Periodic updates to the groundwater flow model were recommended as a key action in the Program by the Basin Advisory Panel. Additionally, recent advances in computer modeling capabilities allow for the

opportunity to expand the geographic area of the model to include the entire Sonoma Creek Watershed and couple surface water features to the model.

To begin the work to update the model, the Water Agency entered the *Joint Funding Agreement for Water Resource Investigations- Coupled Watershed and Groundwater-Flow Model of Sonoma Valley* on April 3, 2012. The term of the agreement was from April 1, 2012 to October 31, 2012; this period was intended to conduct preliminary work for a five-year study. The Water Agency and the United States Geological Survey each paid $24,500 (total of $49,000) for the preliminary portion of the study which included the acquisition of recent data collected subsequent to the 2006 United States Geological Survey study of Sonoma Valley. Recent data added to the United States Geological Survey database includes groundwater-level and water chemistry data. In addition, a base digital elevation model was developed to define the watershed boundary for Sonoma Valley and for deriving topographic and climate parameters needed for the model update, including slope, aspect, and land cover characteristics.

The parties now wish to continue efforts to update the groundwater-flow model with this more recent data.

SERVICES TO BE PERFORMED
The study associated with the proposed Amended Agreement has the following primary objectives:

a) Refine the understanding of the Sonoma Valley hydrologic system based on an updated analysis of available field data; and
b) Updating the existing groundwater-flow model of the Sonoma Valley to facilitate a more efficient management of the county's water resources in that area.

Work tasks to be conducted under the proposed Agreement include the following principal tasks to be performed by the United States Geological Survey: 1) interpret existing data and update the hydrogeologic conceptual model of Sonoma Valley; 2) characterize the geohydrology of Sonoma Valley including refining hydrologic budgets and conceptual models of the groundwater-flow system; and 3) initiate development and application of a fully coupled watershed and groundwater-flow model by updating the groundwater component of the model to incorporate the entire Sonoma Valley watershed and revised conceptual model. A subsequent phase of work and cooperative agreement would be needed to completely develop the fully coupled watershed and groundwater flow model for Sonoma Valley.

Total cost of the proposed agreement is $200,000. Of this total, the Water Agency will contribute $146,500 and, subject to availability of Federal Matching Funds, funding contributed by the United States Geological Survey is $53,500. The termination date is October 31, 2014.

**Prior Board Actions:**

January 2001: Board Action to initiate Sonoma County Water Agency/United States Geological Survey Cooperative Study of Groundwater Basins in Sonoma County.

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

County Goal 2: Economic and Environmental Stewardship: Updating of the numerical groundwater flow model for Sonoma Valley will enable stakeholders to better manage and sustain local groundwater

resources through model scenarios, which can inform and prioritize future program such as enhanced groundwater recharge, increased conservation and recycled water use.

Water Agency Water Supply Goals and Strategies, Goal 3: Ensure that water will be available to customers at all times, including during short- term emergencies, such as earthquakes, and long-term challenges caused by extended droughts and global climate change.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 146,500 | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ 146,500 |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 146,500** | **Total Sources** | **$ 146,500** |

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

FY 2012/2013 appropriation of $146,500 is from the Water Transmission fund; funds will be rolled over into fiscal year 2013/2014. No additional appropriation is required.

**Staffing Impacts**

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

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

N/A

**Attachments:**

None

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

Draft Agreement (1 copy)

RW\\FILESERVER\DATA\CL\AGENDA\AGREES\06-25-2013 WA GROUNDWATER FLOW MODEL _SUMM.DOCM

CF/47-3-21 US DEPARTMENT OF THE INTERIOR - USGS (JOINT FUNDING AGREE FOR WATER RESOURCE INVESTIGATIONS - COUPLED WATERSHED AND GROUNDWATER-FLOW MODEL OF SONOMA VALLEY) TW 12/13-181 (ID 4736)

# County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Chris Delaney / 547-1946

**Supervisorial District(s):**
Third, Fourth and Fifth

**Title:** Enhancement of Russian River Climate Change Hydrology

**Recommended Actions:**

Authorize General Manager to execute an agreement with the United States Department of the Interior, United States Geological Survey for enhancement of Russian River climate change hydrology, for the amount $90,000; termination date of April 30, 2014.

**Executive Summary:**

This item requests approval for the Sonoma County Water Agency (Water Agency) to enter into a joint funding agreement with the United States Department of the Interior, United States Geological Survey, for a cooperative water resource study program intended to study the effects of climate change on Russian River hydrology, in the amount $90,000 termination date of April 14, 2014.

HISTORY OF ITEM/BACKGROUND
Ongoing and projected changes in air temperature and precipitation due to changes in climate are likely resulting in changes in hydrology in the Russian River Watershed. The Water Agency is interested in developing an understanding of how runoff and streamflow may change due to climate change, and providing scientifically defensible information upon which to base infrastructure planning and approaches for resource management.

Under the National Marine Fisheries Service's 2008 Russian River Biological Opinion (Biological Opinion), the Water Agency is required to petition the State Water Resources Control Board for changes to its water rights permits to modify minimum flow requirements to protect Coho salmon and steelhead trout. As part of the petition process, the Water Agency needs scientifically defensible information reflecting potential future hydrologic conditions and predicted flows in order to optimize the balance of water needs for instream habitat and water supply.

Under a previous agreement (August 2009), the United States Geological Survey prepared unimpaired hydrology for the Russian River Watershed for historical flows (1910-2008) and future climate change

flows (2010-2100). Results of this hydrologic analysis were incorporated into a number of Water Agency planning efforts including the 2010 Urban Water Management Plan, Santa Rosa Plain Groundwater Study and the development and evaluation of minimum instream flow alternatives for the Russian River and Dry Creek as required by the Biological Opinion. The results also demonstrated that further analysis should be done to expand the study area to include the Upper Eel River Watershed area affected by operations of the Potter Valley Project and improve the calibration of model results.

The objectives of the proposed study are to expand area of analysis as discussed above and improve modeled flow results incorporating updated calibration techniques and provide technical assistance to ongoing Water Agency projects.

SERVICES TO BE PERFORMED

1) Provide technical assistance in direct support of the development of the environmental documents required for long term changes in minimum flow requirements and hydrologic index for the Russian River system, including analyses, assistance in writing, and review of documents as needed.

2) Apply future daily climate to the Santa Rosa Plain flow model. Provide additional support for application of future climate projections (either monthly or daily) to subsequent groundwater modeling (Alexander Valley, Petaluma, Sonoma Valley).

3) Provide technical support, which will include reviews of documents and proposals, attendance at meetings, presentations to disseminate research results, collaboration on development of partner relationships and proposals for additional research, and technical support to Independent Science Review Panel.

4) Expand the daily model grid to include the Lake Pillsbury basin and upper Eel River; apply future projection to the new model grid, and apply historical calibration to future hydrology results. Perform analyses to assess projected changes in future hydrology.

5) Employ updated calibration techniques to historical unimpaired flows and future climate change flows prepared under previous agreement and prepare documentation of methods.

Total cost of the proposed agreement is $120,548. Of this total, the Water Agency will contribute $90,000 and funding contributed by the United States Geological Survey is $30,548; the termination date is April 30, 2014.

**Prior Board Actions:**

8/18/09 Authorized Chair to execute the Joint Funding Agreement for Water Resources Investigations – Influence of Climate Change on Hydrology of the Russian River Basin between the Sonoma County Water Agency and U.S. Geological Survey, United States Department of the Interior ($364,150).

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

County Goal 2: Economic and Environmental Stewardship: Project will meet goal by providing the Water Agency with needed information for planning our future management of water resources to be

resilient against the potential outcomes of climate change.

Water Agency Water Supply Goals and Strategies, Goal 3: Ensure that water will be available to customers at all times, including during short- term emergencies, such as earthquakes, and long-term challenges caused by extended droughts and global climate change.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 90,000 | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ 90,000 |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 90,000** | **Total Sources** | **$ 90,000** |

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

FY 2012/2013 encumbrance of $90,000 (that will be rolled over into fiscal year 2013/2014) is from the Watershed Planning and Restoration fund. No additional appropriation is required.

**Staffing Impacts**

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

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

N/A

**Attachments:**

None

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

Agreement (1 copy)

RW\\FILESERVER\DATA\CL\AGENDA\AGREES\06-25-2013 WA RUSSIAN RIVER CLIMATE CHANGE HYDROLOGY_SUMM .DOCM

CF/47-11-21 US DEPARTMENT OF THE INTERIOR - USGS (JOINT FUNDING AGREE FOR WATER RESOURCE INVESTIGATIONS - ENHANCING RUSSIAN RIVER DAILY UNIMPAIRED FLOWS FOR EVALUATION OF CLIMATE CHANGE IMPACTS

# County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Eric Wilhelm / 524-1172

**Supervisorial District(s):**
All Districts

**Title:** Cost Accounting System Replacement

**Recommended Actions:**

Authorize Chair to approve the fourth amended agreement for Cost Accounting System Replacement with Heck & Partners Consulting in an amount not to exceed $100,000 expanding the scope of work to include continued training, tech support, testing, documentation, and extending the agreement term by six months for a new not-to-exceed total of $1,427,456; termination date December 31, 2013.

**Executive Summary:**

This item requests approval to enter into a fourth amended agreement with Heck & Partners Consulting (Consultant), $100,000 through December 31, 2013 for cost accounting system replacement. The Sonoma County Water Agency (Water Agency) is currently preparing a request for proposals for further S.A.P. software development and support. We anticipate the solicitation will be issued by September 2013.

The goal is that this amendment will be used as an interim contract to continue providing the skilled professional workforce and expertise needed to maintain S.A.P. activities that support implemented accounting modules while a new selection process is being completed. The new contract will also be used to continue transition of S.A.P. support services to Water Agency staff. No additional amendments to this existing contract are expected.

**HISTORY OF ITEM/BACKGROUND**

1. Original Agreement: Term: 11/9/2010 to 6/30/2012; amount budgeted: $275,000; amount expended: $275,000. Project total: $275,000.
2. First Amended Agreement: Term: 5/17/2011 to 6/30/2012; additional amount budgeted: $443,195; amount expended: $356,603. Project total: $718,195.
3. Second Amendment: Term: 12/13/2011 to 12/31/2012; additional amount budgeted: $619,250. Project total: $1,327,456.
4. Third Amendment: Term 12/31/12 to 6/30/2013; no cost increase.
5. Proposed Fourth Amendment: Term 6/30/2013 to 12/31/2013; additional amount budgeted, $100,000. Project total: $1,427,456

Project History

In November 2005, the Water Agency adopted an Information Technology Master Plan (Plan) based on an assessment by Westin Engineering. The Plan included replacing the Water Agency's legacy Project Cost Accounting System. In 2008, Water Agency staff conducted a literature and web search for a system based on guidelines provided by the Government Finance Officers Association. After review and cost analysis of six proposals, Water Agency staff determined that S.A.P.'s Enterprise Resource Planning software offered the most advantages, including a targeted, tactical approach to replacing the existing cost accounting and time-entry systems, coordinating with the County's Kronos (Timesaver) software, and integrating the Water Agency's existing maintenance management system (Maximo), and project management software (Primavera).

In 2010, the Water Agency reviewed S.A.P.'s recommendations for the best-suited, lowest cost companies to provide the remote web hosting and the software implementation to develop, load, test, and execute the application specific to the Water Agency's requirements. The criteria for selecting the implementation consultant included an S.A.P.-certified, locally-based company with utility experience and reasonable rates. Based on a comparison of companies, the Consultant fit the criteria. The Water Agency also consulted with County Information Systems Department (ISD). ISD does not have the expertise in this software and types of systems and concurred with the use of a contractor for this system and services.

On July 13, 2010, the Board approved the Water Agency's purchase of S.A.P. America Inc. software as the nucleus of the Water Agency's plan to replace its aging cost accounting system and other programs, including its water billing system, vehicle pricing/charging, and fixed assets list.

The Water Agency entered into a $25,000 contract with the Consultant on July 26, 2010, to evaluate existing systems and to determine capabilities desired of and the steps necessary to implement the new system. Based on this analysis, the Water Agency was able to outline a strategy for replacing its multiple legacy software systems and retiring obsolete computer hardware.

The Water Agency and Consultant entered into a new agreement dated November 9, 2010, in the amount of $275,000 (term end date June 30, 2012), to replace the Water Agency's legacy program with a system using S.A.P. software. Under this agreement, Consultant configured and implemented the new system which was operational in April 2011, and planned the next phases of system implementation. This agreement was amended twice (5/17/2011 and 12/13/2011) upon the completion of each step in the process to add time, funds, and tasks for the next phase.

The Third Amended Agreement was executed on February 20, 2013, extending the term of the agreement by six months to continue testing the S.A.P. Plant Maintenance module that will serve as a full replacement for the fleet portion of the Maximo system. No funds were added at the time of that amendment.

**SERVICES TO BE PERFORMED**

Under the proposed Agreement, the Consultant will:

1. Continue to provide training and tech support, either on-site or remotely. The goal of this task is that Water Agency will be able to perform as the first tier of tech support for the S.A.P. system.
2. Complete testing for Fleet process.

3. Complete testing to Beta level (non-live release) for Water Billing process.
4. Prepare written System-level documentation of Water Agency's S.A.P. implementation.
5. Prepare separate written documentation for each process: Financial Support, Fleet, Plant Maintenance, and Water Billing.

The cost of proposed additional services is $100,000; agreement total will not exceed $1,427,456. The proposed term end date is December 31, 2013.

**Prior Board Actions:**

12/13/2011: Approve HPC America second amended agreement for completion of second phase and planning third phase of implementing cost accounting system replacement.
05/17/2011: Approve HPC America first amended agreement for second phase of implementing cost accounting system replacement.
11/09/2010: Approve HPC America agreement for first year implementation of cost accounting system replacement.
07/13/2010: Approve purchase of S.A.P. America, Inc. software to replace Water Agency's cost accounting system.
08/11/2009: Initiate reorganization activities including the replacement of the cost accounting system.
10/11/2005: Approve Second Amended Agreement for Information Technology Strategic Plan.
09/28/2004: Approve Agreement for Information Technology Strategic Plan.

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

This item supports Goal 4 because implementation of this project will provide a system to professionally manage a county organization that is accessible, transparent, fiscally responsible, and accountable to the public.

Water Agency Organizational Goals and Strategies, Goal 2: Responsively manage Water Agency finances.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 100,000 | Water Agency Gen Fund | $ | 100,000 |
| Add Appropriations Reqd. | $ | -0- | State/Federal | $ | -0- |
| | $ | | Fees/Other | $ | -0- |
| | $ | | Use of Fund Balance | $ | -0- |
| | $ | | Contingencies | $ | -0- |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **100,000** | **Total Sources** | **$** | **100,000** |

| **Narrative Explanation of Fiscal Impacts (If Required):** | | | |
|---|---|---|---|
| FY 2012/2013 appropriation of $100,000 is from the Water Agency General Fund. No additional appropriation is required. | | | |
| **Staffing Impacts** | | | |
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| **Narrative Explanation of Staffing Impacts (If Required):** | | | |
| None. | | | |
| **Attachments:** | | | |
| None. | | | |
| **Related Items "On File" with the Clerk of the Board:** | | | |
| Amended Agreement (4 Copies) | | | |

# County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Tony Linegar 707-565-2371

**Supervisorial District(s):**
All

**Title:** Automatic Point of Sale Station and Device Fee Update

**Recommended Actions:**

Adopt Ordinance Amending Sonoma County Code Chapter 30-6, 30-7, 30-10 and 30-14 to update fees for automatic point of sale station registration, weighing/measuring device reinspections and penalties for delinquent payment of reinspection fees. (Second Reading-Ready for Adoption)

**Executive Summary:**

The Agricultural Commissioner/Sealer is requesting the Board of Supervisors adopt an ordinance updating Chapter 30 to the County Code. After a public hearing, the Board reviewed and adopted a resolution introducing and waiving first reading of this Ordinance on April 23, 2013. This is the required second reading. These fees help recover cost and will not exceed the reasonable cost of providing services.

Section 13350 of the Business and Professions Code states the Board of Supervisors may charge an annual registration fee, not to exceed the county's total cost of actually determining the pricing accuracy of a retail establishment using a point of sale (POS) system also known as scanners. These fees are based on the number of POS units at the establishment which determines the sample size required to be taken when inspecting for pricing compliance. The annual registration for retail establishments would increase to $213 from $194 for establishments with 1-3 POS (sample size of 10), to $327 from $284 for establishments with 4-9 POS (sample size of 25), and to $365 from $304 for establishments with 10 or more POS (sample size of 50). This program ensures equity in the marketplace for both consumers and competing businesses by eliminating unfair business practices, and provides sufficient funding for staffing to meet mandated annual inspection requirements.

Section 12240 of the Business and Professions Code states the Board of Supervisors may charge an annual registration fee, not to exceed the county's total cost of actually inspecting or testing the devices as required by law, to recover the costs of inspecting or testing weighing and measuring devices required of the County Sealer pursuant to Section 12210, and to recover the cost of carrying out Section 12211. Reinspections are performed when there is a violation or when a device has been re-calibrated after being initially inspected. Currently there is

only a fee for reinspection involving violations. The new fee will allow for cost recovery of reinspections of re-calibrated devices. Also, a 50% penalty for delinquent payments for device reinspection fees would apply after 30 days and a 100% penalty after 60 days, consistent with other weights and measure fees.

**Prior Board Actions:**

April 23, 2013: the Board adopted the resolution introducing this Ordinance during consolidated fee hearings.

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

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

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

**Staffing Impacts**

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

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

**Attachments:**

Fee and Revenue Summary Chart and Ordinance

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

## FEE AND REVENUE SUMMARY CHART

**Agricultural Commissioner Department**

| FEE DESCRIPTION | FY 12 - 13 BUDGET UNITS OF SERVICE | FY 12 - 13 RATE | FY 13 - 14 PROPOSED RATE | RATE DOLLAR CHANGE | RATE PERCENT CHANGE | FY 13 - 14 REVENUE INCREASE DUE TO RATE CHANGE |
|---|---|---|---|---|---|---|
| **Weights and Measures Division** | | | | | | |
| Automatic Point-Of-Sale Stations: | | | | | | |
| 1-3 Scanners (10 samples) | 403 | $ 194.00 | $ 213.00 | $ 19.00 | 10% | $ 7,657.00 |
| 4-9 Scanners (25 samples) | 130 | $ 284.00 | $ 327.00 | $ 43.00 | 15% | $ 5,590.00 |
| 10 or more Scanners (50 samples) | 55 | $ 304.00 | $ 365.00 | $ 61.00 | 20% | $ 3,355.00 |
| Device Reinspection: reinspections when a device is re-calibrated; fee based on hourly rates for staff ($113/hr) and equipment ($0-$32/hr). Estimate of $57 is equivalent of 1/2 hour staff time per inspection. | 275 | $ - | $ 57.00 | $ 57.00 | 100% | $ 15,675.00 |
| Division Total: | | | | | | $ 32,277.00 |

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING SONOMA COUNTY CODE SECTIONS 30-6, 30-10 AND 30-14 TO UPDATE FEES FOR AUTOMATIC POINT OF SALE STATIONS REGISTRATION AND WEIGHING/MEASURING DEVICE REINSPECTIONS TO RECOVER THE REASONABLE COSTS OF PROVIDING THOSE SERVICES, AND PENALTIES FOR DELINQUENT PAYMENT OF REINSPECTION FEES.

---

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

**SECTION I**. **Chapter 30 of the Sonoma County Code is hereby amended as follows:**

**(a) Section 30-6, Fees, is amended as follows:**

a) The annual fee for registering weighing and measuring devices to be used for a fixed location throughout the term of the registration shall be set by the board from time to time by ordinance.

b) The annual fee for registering weighing and measuring devices set by the board pursuant to Section 30-6(a) shall be consistent with the provisions of Section 12240, Division 5, California Business and Professions Code, and its successor provisions.

c) Should Section 12240 not be effective after January 1, 2011, the sealer shall submit and the board of supervisors shall adopt by ordinance a schedule of registration fees for weighing and measures devices consistent with the provisions of applicable law and sufficient to cover the costs of carrying out Division 5, California Business and Professions Code.

d) The sealer may recover his or her costs for the initial testing or the re-testing of devices found in violation of Section 12107, Division 5, California Business and Professions Code or when a device is re-calibrated requiring retesting of the device.

e) The revenue from the fees charged pursuant to this section shall be placed in the general fund of the county and used solely for activities substantially related to inspection and testing of weighing and measuring devices, within the limits of applicable state law as provided in Section 12240, California Business and Professions Code.
(Ord. No. 5656 § 2, 2006.)

**(b) Section 30-7, Late ~~Registration~~ Fees, is amended as follows:**
In accordance with Section 30-6, any registration or any reinspection fee not paid within thirty (30) days of the date when due is delinquent. The original fee remains due and shall be subject to a penalty of fifty percent (50%) of the original fee, and fees not paid within sixty (60) days past the original due date shall be subject to a penalty amount equal to one hundred percent (100%) of the original fee to cover the additional costs associated with

late registration. (Ord. No. 5656 § 2, 2006.)

**(c) Section 30-10, Purpose and Authority, is amended as follows:**

It is unlawful to charge, at the time of sale, a price that is more than the price that is advertised or posted. Pursuant to California Business and Professions Code sections ~~120242~~ 12024.2, 12024.6, and 12103.5 the purpose of this chapter is to ensure that the advertised or posted price of a commodity is the correct price charged for that commodity.

The board of supervisors finds and determines that it is in the public's interest to identify, register, and inspect automated point-of-sale systems, commonly known as "scanners," and to monitor the accuracy of such systems.

This chapter: (1) establishes a system to identify, register and inspect point of sale stations in retail commodity sales; (2) authorizes a registration fee to offset the expense of inspection of point of sale stations; (3) authorizes a re-inspection fee, equal to the registration fee, to offset the expense of re-visiting and inspecting locations found out of compliance; and (4) provides penalties for failure to register or for late registration and for violations.

Authority to administer this chapter shall be vested in the office of the agricultural commissioner — sealer of weights and measures.

The standards for inspection and methods to gain compliance to insure accurate pricing shall be found in Division 5 of the California Business and Professions Code and Title 4 of the California Code of Regulations. (Ord. No. 5656 § 2, 2006.)

**(d) Section 30-14, Annual Registration Fee, is amended as follows:**

An annual registration fee is required of each business location in the county that operates a point of sale system for commercial purposes. The annual registration fees are as follows:

1 to 3 Point of Sale Stations $213.00 ~~194.00~~ per business location

4 to 9 Point of Sale Stations $327.00 ~~284.00~~ per business location

10 or more Point of Sale Stations $365.00 ~~304.00~~ per business location

(Ord. No. 5930, § I, 4-19-2011; Ord. 5832, § 1, 2009; Ord. 5792, § 1(B), 2008; Ord. No. 5656, § 2, 2006.)

**SECTION II.** If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**SECTION III.** This ordinance shall be and the same is hereby declared to be in full force and effect from and after sixty (60) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in _____, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the ___ day of _____, 20__, and finally passed and adopted this ___ day of _____20__, on regular roll call of the members of said Board by the following vote:

Supervisors:

Gorin:_____ Zane:_____ McGuire:_____ Carrillo:_____ Rabbitt:_____

Ayes:_____ Noes:_____ Absent:_____ Abstain:

**WHEREUPON,** the Chair declared the above and foregoing ordinance duly adopted and

**SO ORDERED.**

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

| | |
|---|---|
| **To:** | Board of Supervisors |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | Auditor-Controller-Treasurer-Tax Collector |
| **Staff Name and Phone Number:** | Jonathan Kadlec x6124 |
| **Supervisorial District(s):** | All |
| **Title:** | Special Assessment District Services Administration |

**Recommended Actions:**

Authorize the Chair to execute an agreement for Special Assessment District administration services in the amount of $143,550 ($47,850 per year) with NBS Government Finance Group, effective July 1, 2013 through June 30, 2016.

**Executive Summary:**

The 1915 Act of the Streets & Highways code provides a mechanism for Special Assessment District bond financing for specifically designated geographic districts within the county to pay for infrastructure improvements such as roads, lighting, sewer and other improvements. Property owners within these districts are billed annually for the repayment of the assessments which in turn repays bondholders. Historically, the Auditor-Controller-Treasurer-Tax Collector's office has administered the accounting and payment of the assessments and associated bonds. Currently, the Auditor-Controller-Treasurer-Tax Collector's office is responsible for the administration and oversight of 23 districts containing approximately 4,250 parcels. The districts are in both the unincorporated county and within some of the cities. The annual cost of administering these districts is fully recovered through a fee charged to the underlying property owners.

For the past 2 years the department has contracted out the Special Assessment District administration services to NBS Government Finance Group (NBS). NBS provides special assessment consulting services to public agencies throughout California. Currently, the County has a software licensing agreement with NBS which included setup, installation, data conversion and annual maintenance of 1915 Act special assessment districts in D-FAST, a comprehensive online special assessment data management system. In addition, the County entered into a separate agreement with NBS for Sonoma County Energy Independence Program (SCEIP) assessment administration and bond tracking services. NBS performs SCEIP assessment administration services and maintains all SCEIP assessment districts.

Last year the department committed to conducting a Request For Proposal (RFP) process for the Special Assessment District administration services currently provided by NBS. Staff issued the RFP on April 26th, 2013 and received 3 qualified responses. Subsequently, staff conducted interviews and is now recommending the selection of NBS for a 3 year contract through June 30, 2016 to provide Special Assessment District administration services. NBS is familiar with the complexities of Sonoma County special assessment districts and can continue to provide consistent high quality service to the districts, property owners and bond holders. NBS will provide special assessment administration, and delinquency administration at an annual cost of $47,850 per year for 3 years or a total of $143,550. This amount represents a 4% decrease compared with the current year amount of $49,882.

**Prior Board Actions:**

6/19/12: The Board approved a one year agreement with NBS for $49,882. 7/12/11: The Board approved a one year agreement with NBS for $55,425.

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

**Fiscal Summary - FY 13-14**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 47,850.00 | County General Fund | $ | |
| Add Appropriations Reqd. | $ | | State/Federal | $ | |
| | $ | | Fees/Other | $ | 47,850.00 |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **47,850.00** | **Total Sources** | **$** | **47,850.00** |

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

**Staffing Impacts**

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

| **Narrative Explanation of Staffing Impacts (If Required):** |
| --- |
| |
| **Attachments:** |
| 1) Draft professional services agreement |
| **Related Items "On File" with the Clerk of the Board:** |
| 1) Four (4) execution copies of the professional services agreement. |

# County of Sonoma Agenda Item Transmittal Report

| | |
|---|---|
| **To:** Sonoma County Board of Supervisors | **As:** ☑ Consent ☐ Regular |
| **Board Agenda Date:** June 25, 2013 | **Vote Requirement:** Majority |
| **Department or Agency Name(s):** Auditor-Controller-Treasurer-Tax Collector | |
| **Staff Name and Phone Number:** | **Supervisorial District(s):** |
| Jonathan Kadlec x6124 | All |

**This Item Requires:** (Check appropriate boxes)

| | | |
|---|---|---|
| ☐ Requests Gold Resolution | ☐ Public Hearing | ☐ County Counsel Approval |
| ☐ Public Appearance Anticipated | ☐ Uncontested | Date: _____ |
| ☐ Budgetary Adjustment | Date and Time of Hearing: | By: _____ |
| ☐ Position Allocation List | | |
| ☐ PowerPoint | | |

**Title:** Special Assessment District Administration Services Agreement

**Recommended Actions:**

Authorize the Chair to execute a 3 year agreement for Special Assessment District administration services in the amount of $143,550 ($47,850 per year) with NBS Government Finance Group.

_____
Signature of Department Head

**Special Instructions to Clerk of the Board:**

**For Agenda Committee Use**

**County Administrator's Office Recommendation:**

| | |
|---|---|
| ☐ Approval | ☐ Submitted with Comment |
| ☐ Not Recommended | ☐ Policy Determination by Board |

**Analyst Comment:**

_____

_____

Revision No. 20121026-1

| | |
|---|---|
| County of Sonoma Agenda Item Summary Report<br><br>Clerk of the Board<br>575 Administration Drive<br>Santa Rosa, CA 95403 | **Agenda Item Number:**<br>(This Section for use by Clerk of the Board Only.) |
| **To:** Board of Supervisors | |
| **Board Agenda Date:** June 25, 2013 | **Vote Requirement:** Majority |
| **Department or Agency Name(s):** Auditor-Controller-Treasurer-Tax Collector | |
| **Staff Name and Phone Number:**<br>Jonathan Kadlec x6124 | **Supervisorial District(s):**<br>All |
| **Title:** Special Assessment District Services Administration | |
| **Recommended Actions:** | |
| Authorize the Chair to execute a 3 year agreement for Special Assessment District administration services in the amount of $143,550 ($47,850 per year) with NBS Government Finance Group. | |
| **Executive Summary:** | |
| The 1915 Act of the Streets & Highways code provides a mechanism for Special Assessment District bond financing for specifically designated geographic districts within the county to pay for infrastructure improvements such as roads, lighting, sewer and other improvements. Property owners within these districts are billed annually for the repayment of the assessments which in turn repays bondholders. Historically, the Auditor-Controller-Treasurer-Tax Collector's office has administered the accounting and payment of the assessments and associated bonds. Currently, the Auditor-Controller-Treasurer-Tax Collector's office is responsible for the administration and oversight of 23 districts containing approximately 4,250 parcels. The districts are in both the unincorporated county and within some of the cities. The annual cost of administering these districts is fully recovered through a fee charged to the underlying property owners.<br><br>For the past 2 years the department has contracted out the Special Assessment District administration services to NBS Government Finance Group (NBS). NBS provides special assessment consulting services to public agencies throughout California. Currently, the County has a software licensing agreement with NBS which included setup, installation, data conversion and annual maintenance of 1915 Act special assessment districts in D-FAST, a comprehensive online special assessment data management system. In addition, the County entered into a separate agreement with NBS for Sonoma County Energy Independence Program (SCEIP) assessment administration and bond tracking services. NBS performs SCEIP assessment administration services and maintains all SCEIP assessment districts. | |

Last year the department committed to conducting a Request For Proposal (RFP) process for the Special Assessment District administration services currently provided by NBS. Staff issued the RFP on April 26th, 2013 and received 3 qualified responses. Subsequently, staff conducted interviews and is now recommending the selection of NBS for a 3 year contract to provide Special Assessment District administration services. NBS is familiar with the complexities of Sonoma County special assessment districts and can continue to provide consistent high quality service to the districts, property owners and bond holders. NBS will provide special assessment administration, and delinquency administration at an annual cost of $47,850 per year for 3 years or a total of $143,550. This amount represents a 4% decrease compared with the current year amount of $49,882.

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| Add Appropriations Reqd. | $ | | State/Federal | $ | |
| | $ | | Fees/Other | $ | 47,850.00 |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **47,850.00** | **Total Sources** | **$** | **47,850.00** |

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**Staffing Impacts**

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

| **Narrative Explanation of Staffing Impacts (If Required):** |
| --- |
| |
| **Attachments:** |
| 1) Draft professional services agreement |
| **Related Items "On File" with the Clerk of the Board:** |
| 1) Four (4) execution copies of the professional services agreement. |

# Standard Professional Services Agreement ("PSA")
**Revision F – April 2012**

AGREEMENT FOR 1915 ACT ASSESSMENT DISTRICT ADMINISTRATION SERVICES BETWEEN THE COUNTY OF SONOMA AND NBS

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 NBS, a California S Corporation DBA NBS Government Finance Group (hereinafter "Consultant").

## RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in the administration of 1915 Act Special Assessment Districts, and related services; and

WHEREAS, in the judgment of the Auditor-Controller-Treasurer-Tax Collector it is necessary and desirable to employ the services of Consultant for administration of 1915 Act Special Assessment Districts within the County;

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

## AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services.

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

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

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant

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

1.4 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in arrears in a quarterly lump sum in accordance with Exhibit "A", attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Consultant to complete the services. The amount billed each quarter shall include one quarter of the Annual Base Fee of $44,900, plus one quarter of the Annual D-Fast online fee of $1,950 for a total of $11,712.50 per quarter. Consultant is entitled to a reimbursement of itemized expenses not to exceed $1,000 per year. Consultant is not entitled to any additional payment for any expenses incurred in completion of the services. Exhibit "A" includes a breakdown of costs used to derive the lump sum quarterly amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

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

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

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

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

3. Term of Agreement. The term of this Agreement shall be from July 1, 2013 to June 30, 2016 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.
In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and

expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Auditor-Controller-Treasurer-Tax Collector Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. NBS shall have the right to select its legal counsel at Consultant's expense subject to county approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance consistent with County requirements for consulting and professional services – corporations, partnerships, and limited liability companies. A Certificate of Liability Insurance with Endorsements is on file with the Auditor-Controller-Treasurer-Tax Collector's Department.7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

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

9. Representations of Consultant.

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

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

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

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of

Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

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

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

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

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

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

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

Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

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

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

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

TO: COUNTY:

County of Sonoma
ACTTC
585 Fiscal Drive, Suite #100
Santa Rosa, CA 95403

Attn: Jonathan Kadlec

TO: CONSULTANT: NBS Government Finance Group
32605 Temecula Parkway, Suite 100
Temecula, CA 92592

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

13. Miscellaneous Provisions.

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

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

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

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

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the

breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

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

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

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

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

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

CONSULTANT: NBS

By: _____

Name: Mike Rentner

Title: President/CEO

Date: 6/6/13

COUNTY: COUNTY OF SONOMA

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

By: _____
Department Head

Date: 6/10/13

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

_____
Clerk of the Board of
Supervisors

helping communities
fund tomorrow

## EXHIBIT A

Please find attached a list of items that would be provided in the administration services offered by **NBS**.

## SCOPE OF SERVICES

### 1915 ACT ASSESSMENT DISTRICT ADMINISTRATION SERVICES

**Expert Resource.** First and foremost, NBS will act as the County's "expert resource," and is available to answer questions and advise the County on particular issues involving the Assessment Districts.

**Kick-Off Meeting, Project Schedule.** NBS will meet with County staff, legal counsel and other interested parties to:

- Establish lines of communication.
- Clarify the specific project goals and criteria that will meet the County's preference.
- Identify and resolve any special circumstances that may be involved in the administration of the districts.
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties.
- Establish meeting dates consistent with schedule to achieve project milestones.

**Communication.** County staff will generally act as the communication intermediary between NBS and the other public agencies besides Sonoma County for which NBS will be providing the administration services. NBS will make all information requests through the County Treasurer-Tax Collector's Office, which will then forward requests to the other public agencies, and vice versa. **Direct communication between NBS and the other public agencies may occur in the future if deemed beneficial by all parties.**

**Data Collection.** NBS will gather and review data relevant to the administration of the districts. Data will be obtained from various sources, including County records, Assessor's parcel maps, and County Assessor information and establish a database for the assessment districts.

**Policy Review.** NBS will review policies and procedures that have been established by the County for compliance with the governing documents and law. These policies will be incorporated into our service to the County.

**Cost Recovery.** NBS will identify all costs associated with the administration of the Assessment Districts and recover those costs through the levy process as outlined in §8682 and §8682.1 of the California Streets and Highways Code. These costs may include, but not be limited to Registrar/Transfer/Paying Agent fees, Arbitrage Rebate calculation fees, bank fees, and expenses of the County and its consultants related to the administration of the districts.

**Fund Analysis.** NBS will determine the balance requirements and acquire the current cash balances for the districts. We will make recommendations to ensure that the flow of funds and fund balances are in compliance with bond documents. Cash flow analysis will also be performed to determine any levy shortfall or surplus.

**Annual Assessment Levy.** NBS will calculate the annual assessment levy for each parcel in the districts and submit the amount for each parcel to the County in the format and medium (i.e. tape, diskette) required by the County Auditor-Controller.

**Resubmission of Rejects.** NBS will research the status of any parcels rejected by the County Auditor-Controller, and resubmit corrected data for collection on the County Tax Roll. Any parcels that are not accepted by the County for collection will be invoiced directly, with payment directed to the County.

**Maintain Assessment District Data.** NBS will annually track all parcel changes to ensure that all changes are documented. Historical parcel change and assessment apportionment data will be maintained by NBS.

**Annual Report.** NBS will provide a comprehensive Annual Report that will show a detailed listing of the amounts submitted to the County or directly billed for collection, details of delinquent assessments, fund analysis, paid off parcels and release of liens, all bond call activity, and assessed valuation information.

**Delinquency Monitoring.** NBS will provide the County with a comprehensive list of delinquencies after each installment becomes due. This report will show delinquency percentage as well as a detailed list of each delinquent parcel.

**Prepayment Calculation/Amortization Schedule.** NBS will provide assessment prepayment calculations and amortization schedules to interested parties. The requester will pay the cost of this service; however, there will be no charge to the County or property owners.

**Bond Calls.** NBS will prepare the spread of principal to be called within maturities for all bond calls and coordinate the call with the Paying Agent/Trustee.

**Release of Liens.** NBS will prepare all documents required to release the liens of parcels that have prepaid the assessment.

**Notice of Special Assessment.** NBS will provide a "Notice of Special Assessment" disclosure notice to requesting parties as required by §53754 of the Government Code of the State of California. The fee of any Notice of Special Assessment shall be paid by the party requesting the disclosure notice.

**Toll-Free Phone Number.** NBS will provide a toll-free phone number for use by the County, other interested parties and all property owners. Our staff will be available to answer questions regarding the formation and ongoing collection of assessments for the districts. Bilingual staff is available for Spanish-speaking property owners.

**County Assessor Reporting.** NBS will work with the County Assessor to aid in complying with the requirements of Revenue & Taxation Code 163. This includes providing data such as parcel number, original assessment and current principal balance to the County Assessor.

## DELINQUENCY MANAGEMENT

NBS will develop a comprehensive delinquency management program that includes a discussion and interpretation of the issuer's foreclosure covenant together with a review of the existing policies and procedures of the County. This service can be provided as part of overall annual administration or as a stand-alone service. When deemed as the appropriate course of action, NBS will perform the following.

**Delinquency Reports**. NBS will provide the County with an updated list of delinquencies prior to sending any of the below letters. This report will also detail each district's percentage of delinquencies, as well as a detailed list of each delinquent parcel.

**Reminder Letter**. At the County's direction, send a reminder letter to the property owner of each delinquent parcel for the December 10th installment. The purpose of the letter is to inform and educate the property owner of their obligation to pay assessments.

**Demand Letter**. At the County's direction, send a demand letter to the property owner of each delinquent parcel for the April 10th installment. This letter will be mailed to any property owner who remains delinquent for both installments or who is delinquent for April 10th only. The purpose of this letter is to further educate the property owner and advise them of a potential foreclosure.

**Lienholder Letter**. At the County's direction, send a demand letter to the lienholders of loan-defaulted parcels where a Notice of Default has been filed, notifying them of the special tax / assessment delinquency and the loss of their lien position when judicial foreclosure occurs. The purpose of this letter is to educate the lienholders and to spur quick payment of delinquencies in order to protect their interest in the property.

**Lienholder Research**. At the County's direction, perform detailed search of public records to identify lienholders on non-loan-defaulted parcels. The purpose of this is to allow further communication from the County to educate the lienholders and to spur quick payment of delinquencies in order to protect their interest in the property.

**Foreclosure Letter**. This type of letter is typically sent after the installments for a parcel have been removed from the tax roll. The letter delineates what amount must be paid directly to the County to forestall the turnover of documents to the foreclosure attorney.

**Tax Roll Removal and Notice**. NBS will provide the information required to remove parcels from the tax roll and coordinate with the County Auditor Controller to verify the removal. This step is in preparation of turning the parcels over for foreclosure. Once removed from the tax roll, each property owner will receive one final foreclosure letter indicating the amount due and payment instructions. NBS will file the Notice of Intent to Remove Delinquent Installments and remove such Notice upon payment of the delinquency.

**Payment Plans**. At the County's discretion, NBS will offer payment plans to property owners in lieu of turning parcels over to the County's foreclosure counsel.

**Subsequent Foreclosure Services**. NBS will prepare and deliver all information to the County's foreclosure counsel. We will also continue to supply the County's counsel with additional information throughout the foreclosure process. We will continue to respond to

property owner and County staff phone calls regarding the status of all cases, and will coordinate and audit status reports on a bi-monthly basis from the County's foreclosure counsel.

**Toll-Free Phone Number**. NBS will provide a toll-free phone number for use by the County, other interested parties and all property owners. Our staff will be available to answer questions regarding the formation and ongoing collection of assessments/special taxes for the districts. Bilingual staff is available for Spanish-speaking property owners.

### D-FAST® Software

NBS has developed proprietary software, called D-FAST® for District Fees, Assessments, and Special Taxes. This software is a very powerful administrative tool, which we use in-house to administer your districts. It is also used by public agencies across the United States. D-FAST Online will give you "real-time" access to your districts and underlying parcel data, allowing you to:

- Answer questions in-house
- Understand a particular parcel status within a district
- Confirm if there are overlapping districts on a single parcel
- Research other issues

With this software, you and your staff have enhanced access to the data while NBS still provides the full administration and toll-free phone support.

## OPTIONAL SERVICES

The following services will not be performed unless authorized by the County.

### Continuing Disclosure

In accordance with the Continuing Disclosure Certificate of the Bonds, NBS will assist to ensure full compliance with the annual disclosure requirement of the SEC Continuing Disclosure Rule 15c2-12. Specifically, NBS will perform the following:

**Document Review**. NBS will review pertinent documents of the Bonds, including the Official Statement and Continuing Disclosure Certificate. We will identify material such as the Consolidated Annual Financial Report and/or other operating data that the County has agreed to provide in the Continuing Disclosure Certificate.

**Data Collection**. NBS will collect the annual financial information and operating data that the County has agreed to provide to the Electronic Municipal Market Access system, or EMMA, and the appropriate State Information Depository (SID), if any.

**Report Preparation**. NBS will prepare the Annual Disclosure Report as required in the Disclosure Certificate.

**Annual Dissemination**. NBS will disseminate the Annual Disclosure Report to EMMA and any SID, and post to our website to allow public access free of charge.

**Significant Events**. NBS will prepare and disseminate a "Notice of Significant Events", as listed on the Continuing Disclosure Certificate, to EMMA and the appropriate SID, as required in the certificate. Action will commence upon notification by the County of the occurrence of any of the events

## Apportionments

Parts 10 and 10.5 of the *Streets and Highways Code* detail the methodology and procedure that the County must follow in apportioning the assessment lien on parcels that are reconfigured and/or subdivided. With our experience in district formation and the development of methods of assessment, we are able to ensure that apportionments are properly performed.

Assuming proceeding under the preferred procedure of Part 10.5, NBS will perform the following:

**Application Forms**. NBS will provide apportionment application forms and instructions to the County's Engineering representative for inclusion as a condition of approval for subdivision within an assessment district.

**Segregation**. NBS will apportion the special assessment according to the method of spread as described in the engineer's report.

**Notice of Apportionment**. NBS will prepare a notice of apportionment and send it via certified mail to the issuing underwriter, as required.

**Assessment Diagram**. NBS will prepare an amended assessment diagram and notice. The diagram and notice will be filed and recorded with the County Recorder.

**Amortization Schedule.** NBS will prepare an amortization schedule for each newly created assessment type.

**Apportionment Report**. NBS will prepare and submit to the County an Apportionment Report showing the finalized apportionment and the amended assessment diagram.

In the event proceedings are undertaken under Part 10, the following ***additional*** items are required:

**Resolutions**. NBS will prepare the required resolutions to order the amended assessment, the amended assessment diagram, notices to the property owner, and fix the amount of costs to perform the apportionment.

**Public Meetings**. NBS will be available to attend any public meetings required to complete the apportionment.

## Arbitrage Rebate

To assist in compliance with the IRS Code and U.S. Treasury Regulations, NBS will provide the following services, at the fees quoted, through the firm of Bond Logistix, LLC ("BLX"), the premiere firm for the provision of these services. The following outlines the specific services provided relating to arbitrage rebate calculation and consulting services.

**Document Review**. Pertinent documents of the issue will be reviewed including the Official Statement, Trust Indenture, Tax Certificate, and IRS form 8038-G to determine whether the issue is subject to the rebate requirement and identify what general and/or elective exceptions are available to the issue.

**Bond Yield**. Sources and uses of all proceeds will be identified to determine how the rebate requirement applies to each fund. Produce a debt service schedule for the issue and calculate and/or verify the bond yield.

**Excess Earnings Calculation**. Trust statements and/or County accounting records will be utilized to create a cash flow report for each fund. These reports will be used to identify all investment activity and interest earnings attributable to the funds. Calculate the arbitrage earnings on investment of funds subject to rebate and determine the issuer's net rebate and/or penalty liability.

**Investment Yield Calculation**. The investment yield will be calculated for each fund as a "reality check" to reaffirm the accuracy of the cash flow report. This measure not only ensures the accuracy of the report but also is a useful tool when analyzing investment opportunities.

**Summary**. A report will be prepared that summarizes the rebate liability of the issue, identifies the methodology employed, computational assumptions, conclusions, and any recommended changes in record keeping and investment policies. Analyze all transactions and explore every legally permissible avenue to minimize the rebate liability. Identify outstanding proceeds subject to the rebate requirement, and identify the instruments and yields of the investment vehicles utilized by each fund.

**Filing Requirement**. NBS will coordinate the preparation and filing of the IRS form 8038-T with the payment as required.

**Review**. NBS will review the rebate report with County staff and discuss the policies and procedures as they relate to the rebate requirement to ensure compliance with treasury regulations. The review will also be used to determine the necessity of any future calculations.

## COST OF SERVICE

NBS has provided the following cost proposal based on the information provided and our understanding of the overall level of effort required. Should NBS be selected as the most qualified firm to work with the County, we will endeavor to set up a fee and billing schedule that is commensurate with the tasks required that meets the needs of the County.

### Annual Special District Administration

Annual Base Fee ..... $44,900
* Expenses will be itemized and included in the regular invoice. NTE $1,000 per year.

### Delinquency Management

Reminder Letters (1) ..... $15
Demand Letters (1) ..... 30
Lienholder Letters (1, 2) ..... 40
Lienholder Research (Notice of Default Not Filed) ..... Hourly
Foreclosure Letters ..... 50
Payment Plan Administration ..... 300
Tax Roll Removal (3, 4) ..... 75
Removal of the Notice of Intent to Remove Delinquent Installments (4) ..... 25
Subsequent Foreclosure Fees (4) ..... 100

*All fees are based on a per parcel/per district basis, except as noted below.*

1. This fee will be recovered as part of the next levy.
2. Letter is sent to lienholders where public Notice of Default has been filed. Fee reduced to $20 when sent jointly with Demand or Foreclosure Letter to same parcel.
3. This fee includes filing of the "Notice of Intent to Remove Delinquent Installments" but does not include County fees for removal from the tax roll.
4. This fee is per parcel/per district/per year from the initiation of the foreclosure.

### D-Fast Online

Annual Fee ..... $1,950

### Optional Services

The following services will not be performed unless authorized by the County.

### Continuing Disclosure

Report Fee ..... $1,250
Significant Event Fee ..... hourly or $100 per event
Dissemination (per recipient) ..... $25
Posting to NBS website ..... No charge

**Apportionments**
Apportionments will be performed upon request and paid for by the requesting party at our then current fee structure, as shown below. **NBS** will apportion the assessment according to the original method of spread, prepare the amended assessment diagram, and record the notice of apportionment and amended diagram per Parts 10 and 10.5 of the Streets and Highways Code.

***Part 10.5***
Apportionment Fee (Four parcels or less): ..... $950
Apportionment Fee (Five or more parcels): ..... $1,800
(plus $35 per parcel)

Recording Fee (each): ..... $40

***Part 10 (In addition to fees shown as Part 10.5 above)***
Resolutions: ..... $300
Meeting Attendance: ..... hourly, plus travel costs*

* Reasonable and customary travel costs, as needed NTE $250 per occurrence

## Arbitrage Rebate

**Base Fees**
Commitment Fee: ..... $500
Report Fee (per report): ..... 2,250

**Additional Service Fees**
Computation Periods in Excess of 18 Months (per year): ..... $500-1,000
Commingled Funds Analysis (as appropriate): ..... 500-1,000
Transferred Proceeds Analysis (as appropriate): ..... 500-1,000
Variable Rate Issues: ..... 500-1,000

**Additional Services**
The following table shows our current hourly rates. Additional services authorized by the County but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

| Title | Hourly Rate |
|---|---|
| Director | $ 205 |
| Senior Consultant/Programmer | 160 |
| Consultant | 140 |
| Analyst | 120 |
| Clerical/Support | 95 |
| Expert Witness | TBD; with minimum fee |

**Terms**
Administration services will be invoiced at the end of each quarter. Expenses will be itemized and included in the next regular invoice. Fees for all other services will be invoiced upon completion of the task. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days written notice.

# County of Sonoma Agenda Item Summary Report

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

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

| | |
|---|---|
| **To:** | Board of Supervisors |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | BOS |
| **Staff Name and Phone Number:** | David Rabbitt (707)565-2241 |
| **Supervisorial District(s):** | District Two |
| **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: **River town Revival $2,360.00; Cotati Kids Day Parade $1,200; Farm Trails $700.00; River Heritage Days $300.00.**

**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 Second 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 awards follows:
**River town Revival $2,360.00; Cotati Kids Day Parade $1,200; Farm Trails $700.00; River Heritage Days $300.00.**

**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 | | | | | |
|---|---|---|---|---|---|
| **Expenditures** | | | **Funding Source(s)** | | |
| Budgeted Amount | $ | 4,560.00 | | $ | |
| Add Appropriations Reqd. | $ | | State/Federal | $ | |
| | $ | | Fees/Other | $ | 4,560.00 |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **4,560.00** | **Total Sources** | **$** | **4,560.00** |

**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 Second District within Category E of the Advertising Program.

**Staffing Impacts**

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

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

Not Applicable

**Attachments:**

Applications

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

**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
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.*

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*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

*Web Site Address*: www.farmtrails.org, www.gravensteinapplefair.com

*Current IRS Non-Profit Status*: Yes___X__ No_____

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**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 |
| **Total:** | $51,500 |

*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 |
| **Total:** | $126,000 |

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):*

| **Expenditures**<br>**Item or service** | **Cost:** | **Funded By** |
|---|---|---|
| Publicist Fee | $4500 | |
| Graphic Design | $4000 | |
| Advertising- Print | $18,000 | |
| Advertising - Radio | $11,000 | |
| Signage | $3,000 | |
| Posters/ Postcards | $1,000 | |
| | | |
| | | |
| **Total:** | $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 12-13**

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 2013-2014 12 13 funding must be submitted by **5:00 pm March 4, 2013.**

Applications may be submitted via email to: 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

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.*

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*Applicant Organization*: Cotati Chamber of Commerce

*Address*: P.O. Box 592

*City, State, Zip*: Cotati, CA 94931

*Contact Person*: Suzanne Whipple

*Phone Number*: 707-795-5508

*Email Address*: chamber@cotati.org

*Web Site Address*: http://www.cotati.org/

*Current IRS Non-Profit Status*: Yes__X___ No_____

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**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*: Cotati's 50th Anniversary

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

*Amount of Funds Requested (please refer to Policy for maximums allowed under each category):*
$1,200

*Briefly describe the event/project/organization for which funds are being requested:* Representatives from the City of Cotati, the Cotati Chamber of Commerce (a 501(c)6) and the Cotati Historical Society (a 501(c)3) have formed a committee, with other interested persons, and are collaborating together for the City of Cotati's 50th Anniversary celebration and annual Kid's Day Parade. The day includes a free pancake breakfast, Kid's Day parade with dignitaries from all over Sonoma County, kids' activities and games in La Plaza Park, followed by music, a historical tour of the downtown, and booths all day long.

*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.*
See previous response.

*Briefly describe how the Advertising funds would be used, if awarded:*
Advertising budget for this event is broken down as follows:

1) Printed materials (full color 8.5" x 11" flyer and double-sided full color postcard ($1,000)
2) Printed ads in various publications (*Press Democrat, Community Voice*, etc.) ($3,000)
3) Cotati Community Guide and Business Directory ad ($200)
4) Cotati Water Bill insert (City paid printing and postage) ($500)
5) Invitations to dignitaries, Chamber members, and Historical Society members (printing costs paid by Committee [$500], postage paid by City)

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

The event is scheduled for Saturday, July 13, 2013. Some funds for advertising have already been expended. All funds would be used before the event.

*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):*
Families in Sonoma County, current and past residents of Cotati, and others looking for free entertainment.

*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 add to the already long-standing tradition of events in Cotati including the Accordion Festival, Jazz Festival, Oktoberfest, Cotati Farmers Market & Concerts in the Park, and Three Nights of Festive Fun with the Holiday Tree Lighting Ceremony. Most of these events draw from regional crowds but the Accordion Festival even draws from an international crowd!

By bringing festival-goers to Cotati, the businesses will benefit by immediate and return customers. Fun-filled free events are a good promotion for the Cotati community. Celebrating the 50th Anniversary of Cotati's incorporation and the 21st Annual Kids Day Parade certainly continues to strengthen our community spirit. The Mayor and Vice Mayor met with the Tribal Council of the Federated Indians of Graton Rancheria to encourage them to be a part of this event, commemorating Cotati's historical ties with the Native American 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:*
Increased visitation from residents outside Cotati and increased spending in our local businesses.

*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 have developed several sponsorship levels as seen in Attachment A. We also will be printing a program and including all of the sponsors and donors.

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

*If Advertising Program funds are awarded, will the amount be matched (either full or partial) and by what organization:*
To date, the Cotati Chamber of Commerce has provided $3,000 as seed money but not just for advertising and the City of Cotati has provided nearly $4,000 (printing, postage, fee waivers, etc.).

## HISTORY OF EVENT/PROJECT/ORGANIZATON:

*How long has this event/project/organization been in operation*: The Kids' Day Parade is an offshoot of Cotati's 30th anniversary and has been an annual event since then, 1993.

*What is the overall attendance (past and future anticipated) of the event/project/organization:*
Past attendance has been over 600; anticipated attendance due to the broadening of the event and longer hours is over 1,000.

*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 advertising funds have ever been received.

## 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 |
|---|---|
| Cotati Chamber of Commerce | $1,000 |
| | |
| | |
| | |
| **Total:** | $1,000 |

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

| Type | Amount |
|---|---|
| | |
| | |
| | |
| **Total:** | $0.00 |

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:*
None.

Advertising Expenditures:

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

| **Expenditures**<br>**Item or service** | **Cost:** | **Funded By** |
|---|---|---|
| 2013 Cotati Community Guide and Business Directory | $200 | Cotati Chamber of Commerce |
| 8.5" x 11" full-color flyer, 1,000 | $250 | Cotati Chamber of Commerce |
| 4" x 6", double-sided, full-color postcard, 2,500 | $300 | Cotati Chamber of Commerce |
| Water bill insert (printing and postage) | $1,000 | City of Cotati |
| | | |
| Ad in *Community Voice* (as funding allows) | $2,000 | |
| Ad in the *Press Democrat* (as funding allows) | $3,000 | |
| | | |
| **Total:** | $6,750 | |

**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

06/04/2013
Date

City of Cotati
50TH ANNIVERSARY CELEBRATION

**ATTACHMENT A**

Dear Supporter,

We are in the process of planning Cotati's 50th Anniversary Celebration. The event takes place on **Saturday, July 13, 2013** in La Plaza Park. This will be an all-day event with the annual Kid's Day Parade and festivities from 10 AM – 1 PM transitioning over to the 50th Anniversary event from 1 PM – 6 PM. There are many activities for the entire family including games, a history walk led by the Cotati Historical Society and live music from Pride & Joy.

A cash donation is greatly appreciated and helps us cover the many expenses that will be incurred. Here is what your money gets you:

| | |
|---|---|
| **Main Stage/Band Sponsor $5,000** | Half Page ad *inside front* of Event Program which will ONLY advertise sponsors<br>Logo on main stage banner and street banner (time sensitive)<br>10 x 20 booth space (your choice of locations)<br>Business name mention in all media editorial & advertising<br>Listed on website as sponsor<br>Logo on pre- and post-publicity (newspaper ads, webpage and social media)<br>Special thank you in the program and from the stage<br>Your representative invited on stage<br>Logo on website and all appropriate event advertising<br>Appreciation Certificate signed by Cotati City Council<br>*We are open to additional advertising ideas that will work for your company* |
| **Parade Sponsor $2,500** | Quarter page ad in Event Program which will ONLY advertise sponsors<br>Parade sponsor with advertising on parade stage<br>10 x 20 booth space<br>Logo on pre- and post-publicity (newspaper ads, webpage and social media)<br>Business name mentioned in all appropriate event advertising<br>Appreciation Certificate signed by Cotati City Council |
| **Photo Booth Sponsor $1,500** | Exclusive advertising around Photo Booth<br>Business card ad inside Event Program<br>10 x 10 booth space<br>Listed on website including your logo<br>Appreciation Certificate signed by Cotati City Council |
| **Program Sponsor $500** | Business card ad inside Program<br>10 x 10 booth space<br>Listed on website including your logo |
| **Level 1 Sponsor $250** | Program & website mention<br>10 x 10 booth space |

APPLICATION

**Company Name:** _____

**Contact Name:** _____

**Address:** _____

**Phone:** _____ **Cell:** _____

**Email:** _____

**Main Stage, Parade, Photo Booth, or Program Sponsor:** _____

*The Cotati Chamber of Commerce, P.O. Box 592, Cotati, CA 94931*

**Thank you for your support.**

John A. Dell'Osso – Vice Mayor and 50th Committee Chair

Susan Harvey - Councilmember

Make check payable to **The Cotati 50th Anniversary** or to pay by MasterCard or VISA:

Credit Card #_____Exp date (mm/yy) _____ 3-digit code _____ Amount $_____

Billing Address & Zip Code _____

Signature _____

Fax to Cotati Chamber of Commerce at (707) 795-5868 or e-mail document to chamber@cotati.org

Cotati Historical Society

Cotati Chamber of Commerce

CITY of COTATI

**Sonoma County Advertising Program**
**Request for Funding Application**
**FY 2013-14** 12 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 2013-2014 funding must be submitted by **5:00 pm March 4, 2013.**
2012 - 2013

Applications may be submitted via email to: 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

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.*

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*Applicant Organization:* Friends of the Petaluma River

*Address:* 260 H North Water Street

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

*Contact Person:* Stephanie Bastianon

*Phone Number:* 707.763.7756

*Email Address*: Stephanie@friendsofthepetalumariver.org

*Web Site Address*: rivertownrevival.com /friendsofthepetalumariver.org

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

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**EVENT/PROJECT/ORGANIZATION INFORMATION – Project A – Rivertown Revival**
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*: Rivertown Revival a project of Friends of the Petaluma River

*Category(s) under which funds are being requested (please refer to Advertising & Promotions Policy)*:
Category III, E: Local Events and Organizations

*Amount of Funds Requested (please refer to Policy for maximums allowed under each category)*:
$6,500.00

*Briefly describe the event/project/organization for which funds are being requested:*
The Rivertown Revival is a unique, arts–based, thematic festival that sustainably highlights and celebrates the Petaluma River while raising much needed funds for the *The David Yearsley River Heritage Center*, a project of Friends of the Petaluma River. This community festival includes over 100 musicians, an art boat flotilla, art boat drag races, aerial acts on the River, artesian merchants, engaging non-profit organizations, $5 weddings, local food vendors, theatrical performances, amazing children and teen activities, and a beautiful location for folks to be themselves.

*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.*
Rivertown Revival is organized by Clementine Eco-Event Planning, LLC and managed by Friends of the Petaluma River. The Friends of the Petaluma Board is made up of eight board members with four elected officers; the organization is managed by Executive Director, Elizabeth Howland. Bylaws are attached.

*Briefly describe how the Advertising funds would be used, if awarded:*
Rivertown Revival will use the funds to do both traditional and innovative marketing, advertising and promotions. Specifically, the organization's campaign includes print ads, radio ads, billboards, posters, post cards, and social media including Facebook posts, Facebook ads and Twitter feed. This is in addition to our website, and community calendar listings.

*When will the event/project/program occur, and when would Advertising funds be used, if awarded:*
Rivertown Revival takes place this year on July 20, 2013

*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):*
Rivertown Revival's target market is families and community members. The organization reaches this market with our advertising and promotional efforts in the following ways: print advertising, radio advertising, promotional pre-events, and social media. Specifically, we currently have two billboards reserved on East D Street in Petaluma, and off of Highway 101 in Petaluma. We are researching the possibility of renting a billboard in San Francisco, as well. We also plan on advertising on the radio station The Krush. We plan on having print advertisements in The North Bay Bohemian and the Argus Courier. We will have paid advertisements on all major Bay Area community calendars including, but not limited to, Zvents, Petaluma 360, The Bohemian, Aqus Community, and Petaluma Patch. We also have four promotional pre-events: Butter and Eggs Day float and booth; Whole Foods Market 5% fund raising day; Theater Square Dine-and-Donate; and Lagunitas official kick-off party. These efforts will be announced by our deliberate social media campaign and website. We will further increase our visibility with Facebook ads, which will reach out to our target audience throughout 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.*

Rivertown Revival brings thousands of people to downtown Petaluma. In 2012 the Petaluma Downtown Association held their annual sidewalk sale the same day as Rivertown Revival because of the event overflow traffic and had an incredibly successful day, so much so that they have chosen their 2013 date to correlate with the festival. Additionally, the festival's after party is held in our downtown theatre, The Mystic, bringing attendees to our local businesses. Currently, Rivertown Revival is working with local hotels and campgrounds to keep guests in our city for the weekend. In addition to these efforts, the festival works closely with the Yacht Club to bring festive boats to our Turning Basin in the Petaluma River. The festival itself celebrates our River's history and its contribution to our thriving town. Rivertown Revival also features several community organizations/non-profits at our festival to highlight the important work they do in Sonoma County.

*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:*
Rivertown Revival expects to benefit from the use of Advertising funds by bringing thousands of people to Petaluma for the weekend. We work closely with the Petaluma Downtown Association, and will broaden this outreach to the Chamber of Commerce, The Petaluma's Visitor's Center, The Sheraton Sonoma County, the KOA and the Sonoma County Visitor's Center. We will collect baseline data from these organizations pre-event and meet post-event to examine fluctuations for strategic planning.

*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 of Sonoma will have their logo on all promotional and advertising materials including: bill boards, posters, poster cards, and banners; radio and print ads; and website. Additionally the County of Sonoma will be mentioned in targeted social media campaigns, pre-events, and stage announcements at event. Representatives of Sonoma County will be invited to pre-events and will be given complementary tickets.

*Please provide any information on sponsorship packages which will be utilized for this event/project/organization:*
The 2013 sponsorship package is attached.

*If Advertising Program funds are awarded, will the amount be matched (either full or partial) and by what organization:*
Whole Foods Market is a sponsor of Rivertown Revival and $1000 of this sponsorship will be dedicated to advertising and promotions; Minuteman Press has in the past been an in-kind sponsor donating over $1000 of printed materials to the organization. Young Nomad has donated graphic design services for all advertising and promotional materials, and will continue to make an in-kind contribution in 2013; Clementine Eco-Events has donated event promotional services and will continue to make an in-kind contribution in 2013; and Michael Woolsey photography has donated photography services for 2013 event materials. Additionally, Lagunitas Brewing has dedicated eight radio ads to our 2013 event on the KRUSH, 95.9

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

*How long has this event/project/organization been in operation*: This will be the fourth annual Rivertown Revival

*What is the overall attendance (past and future anticipated) of the event/project/organization:*
2010: 4,500 attendees; 2011: 8,400 attendees; 2012: 7,500 attendees; 2013: projected 10,000 attendees

*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.*
All advertising funds in the past have taken the form of in-kind donation; we have never received cash advertising funds. It is for this reason we are seeking this grant to further develop and grow our event to bring additional attendees to the event and community.

**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 |
|---|---|
| Lagunitas Brewing Company- KRUSH, 95.9, Radio Ads (in-kind) | $1500.00 |
| Minuteman Press (in-kind) | $1000.00 |
| Young Nomad (in-kind) | $3000.00 |
| Whole Foods Market, Petaluma | $1000.00 |
| **Total:** | $1000.00 cash & $4500 in-kind |

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

| Type | Amount |
|---|---|
| Day of Event Earnings: Admission Fee and Sale of Products | $53,674.49 |
| Vendor fees: | $6,700.00 |
| | |
| | |
| **Total:** | $60,374.49 |

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 expect to receive in-kind donations from Natal Modica Construction, Revive Drinks, Graton Tracker, G&B Motorsports, Heritage Salvage, North Bay Hootenanny, Jerico Products, City of Petaluma, North Bay Corporation, Ace Shirt and Design, Green Mary, Clementine Eco Events, Lions and Tigers and Hair, and Michael Woolsey Photography.

Advertising Expenditures:

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

| **Expenditures** Item or service | **Cost:** | **Funded By** |
|---|---|---|
| KRUSH Radio Ads | $1500 | Lagunitas Brewing Company |

| | | |
|---|---|---|
| Collateral Printing | $1000 | Minuteman Press, Petaluma |
| Print Advertising | $1000 | Whole Foods Market, Petaluma |
| Marketing and Promotional Materials and Website | $3000 | Young Nomad |
| | | |
| | | |
| | | |
| | | |
| **Total:** | $6500 | |

**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.

Stephanie Bastarnon — 3.4.13

Signature of Applicant — Date

**EVENT/PROJECT/ORGANIZATION INFORMATION – Project B – River Heritage Days**
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*: River Heritage Days Event

*Category(s) under which funds are being requested (please refer to Advertising & Promotions Policy):*
E. Local Events and Organizations

*Amount of Funds Requested (please refer to Policy for maximums allowed under each category):*
$1,500

*Briefly describe the event/project/organization for which funds are being requested:* In conjunction with the San Francisco Maritime Park, Friends of the Petaluma River hosts River Heritage Days every year in the Fall. The Maritime Park brings historic boats the Alma and the Grace Quan to Petaluma's Turning Basin to educate the public on the types of vessels that historically plied the Petaluma River. As a part of this event, the public and organized school trips are invited to ride the vessels in the River as well as tour them as they are docked. Friends of the Petaluma River hosts a BBQ and Heritage Skills Celebration at the David Yearsley River Heritage Center where the public can come and learn traditional skills used in the early days of Petaluma and learn more about Petaluma's history as a River town.

*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.*
Friends of the Petaluma River is managed by a Board of Directors with four officers and four at-large members. Day to day operations are led by an Executive Director and two staff members.

*Briefly describe how the Advertising funds would be used, if awarded:*
Advertising funds would be used to increase the public's awareness of River Heritage Days through web and print advertising. Web advertising would consist of Facebook ads directed at countywide and regional targets and the inclusion of the event in regional calendars. Print advertising would consist of posters to market the event within Petaluma as well as throughout the County.

*When will the event/project/program occur, and when would Advertising funds be used, if awarded:*
River Heritage Days is planned for October 10th through the 14th . Advertising funds would be used in the six weeks leading up to the event, beginning in late August.

*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 market for advertising/promotional efforts are families living in Petaluma, throughout Sonoma County as well as Napa and San Francisco counties who are interested in outdoor recreation and historical activities. This audience would be reached through online advertising on Facebook which will target families living within 50 miles of Petaluma who are interested in local history, the environment, education and outdoor activities – this is an estimated 60,360 people. Printed posters will also be placed at locations within Petaluma and throughout the county and region which this target audience is likely to frequent. These locations include historical sites, museums, libraries, parks and local shops.

*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 supports community spirit, culture and economic development through education, social gatherings and promoting travel to Petaluma. The culture of early inhabitants of Petaluma is explored by looking at the use of the Petaluma River as an economic thoroughfare for commerce and the traditional skills of Native Americans and early settlers like rope and candle making. Community spirit is celebrated by bringing people together from throughout the region to share food, listen to music and learn about local history. Economic development is also achieved by drawing visitors to Petaluma from throughout the county and the greater North Bay region who will stay to shop in downtown Petaluma and use other local services like gas stations, hotels and coffee shops.

*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 City of Petaluma is expected to benefit from the use of advertising funds through the increase in tourism for the event which will translate into an increase in local revenues in shops, gas stations and restaurants. The number of people attending the event from outside Petaluma will be measured by the collection of zip codes on our event sign-in sheet. Attendees will be engaged after the event through email outreach and asked to detail what services they used in the City of Petaluma and give feedback on the event. Friends of the Petaluma River will also benefit as more members of the community will learn about our programs benefiting the River and our membership and income will increase so we can in turn increase our stewardship activities for the River.

*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:*
As a sponsor of the event the County of Sonoma will be recognized with the county logo on event posters, a post on Facebook and as part of our presentation at the event.

*Please provide any information on sponsorship packages which will be utilized for this event/project/organization:*
There are currently no sponsorship packages for this event.

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

The San Francisco Maritime Museum will partially match this award.

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

*How long has this event/project/organization been in operation:*
Friends of the Petaluma River has been partnering with the San Francisco Maritime Park for five years to bring River Heritage Days to the Petaluma community.

*What is the overall attendance (past and future anticipated) of the event/project/organization:*
Past attendance for the event has been around 1000 people. This includes the students and members of the community who visit the boats at the turning basin and those who come to the celebration at the David Yearsley River Heritage Center. In the future we would like to nearly double this attendance with roughly 1500 people coming to tour the boats and 200 coming to the DYRHC celebration.

*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, advertising funds have not been received for this event in the past.

**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:

3.) *Funding/Contributions:*

| Source | Amount |
|---|---|
| San Francisco Maritime Park | $500 |
| Friends of the Petaluma River | $250 |
| | |
| | |
| **Total:** | $750 |

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

| Type | Amount |
|---|---|

| | |
|---|---|
| Admission/Dinner tickets | $1,500 |
| Donations for alcohol | $1,000 |
| Poster sales | $30 |
| **Total:** | $2,580 |

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:*
In the past we have received in-kind donations from local businesses for the food and drinks served at the celebration at the David Yearsley River Heritage Center. These have consisted of a beer donation from Lagunitas Brewery, a wine donation from Tierra Divina Winery, bread donation from Della Fattoria, cheeses donated from Cow Girl Creamery and chicken donated from Petaluma Poultry. The Maritime Park will also donate printing and the graphic design of posters for the event.

Advertising Expenditures:

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

| **Expenditures** Item or service | **Cost:** | **Funded By** |
|---|---|---|
| Posters | $500 | San Francisco Maritime Park |
| Facebook advertising | $250 | Friends of the Petaluma River |
| | | |
| | | |
| | | |
| | | |
| | | |
| **Total:** | $750 | |

**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.

Stephanie Bastianon 3.4.13

Signature of Applicant Date

# 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 25, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors (Efren Carrillo, David Rabbitt)

**Staff Name and Phone Number:**
Veronica Ferguson (707) 565-2431

**Supervisorial District(s):**
Countywide

**Title:** PLA Ad Hoc Committee Scope of Work

**Recommended Actions:**

Accept Project Labor Agreement Ad Hoc Committee Charter/Scope of Work.

**Executive Summary:**

At the April 9, 2013 Board of Supervisors meeting , the Chair formed a Project Labor Agreement (PLA) Ad Hoc Committee for the purpose of bringing recommendations forward regarding the use of PLAs on future significant County construction projects. The Ad Hoc Committee met on May 17, 2013 and June 19, 2013 and has developed a proposed Charter/Scope of Work (Attachment #1), culminating with a final PLA policy recommendation and alternatives for Board adoption, in the fall of 2013.

Project Labor Agreements are collective bargaining agreements negotiated for construction projects between the County as project owner and the local trade unions. A PLA is a form of a pre-hire agreement that sets the terms of employment on an entire construction project, and becomes part of the bid specifications that all winning contractors must follow. A PLA remains effective for the duration of the project. Typically, if a PLA or similar project stabilization agreement is pursued, there is only one agreement per project and all trades involved are signatories to the agreement. PLAs have been used since at least the 1930s, and are used in both public and private sector construction projects, most often on large-scale projects employing multiple trades. For public projects, whether or not a particular project operates under a PLA, all existing state and federal competitive bidding and contracting requirements must be met.

**Prior Board Actions:**

April 9, 2013: Chair established Board ad hoc committee on Project Labor Agreements, September 18, 2012: Board received report on “Policy for the Use and Promotion of Local Contractors and Local Workforce on Construction Projects” and gave staff direction to attempt to negotiate a PLA for the Sonoma County Airport Runway Expansion Project.

| **Strategic Plan Alignment** | Goal 4: Civic Services and Engagement |
|---|---|
| The ad hoc committee goals include supporting job retention and job growth, job training, and encouraging a strong, diverse, and sustainable economy for Sonoma County. | |

| **Fiscal Summary - FY 13-14** | | | |
|---|---|---|---|
| **Expenditures** | | **Funding Source(s)** | |
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

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

No fiscal impact of recommended action. The staffing cost to support the Ad Hoc Committee work is estimated to be approximately $15,000-$19,000 in FY 13-14. If necessary, any funding request to offset potential County Counsel revenue loss of $6,780 will be addressed as part of FY 13-14 Consolidated Budget Adjustments.

**Staffing Impacts**

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

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

**Attachments:**

#1 Project Labor Agreement Ad Hoc Committee Charter/Scope of Work

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

# County of Sonoma
# Project Labor Agreements Ad-Hoc Committee
# Charter/Scope of Work

At the April 9, 2013 Board of Supervisors meeting, the Chair formed a Project Labor Agreement (PLA) Ad Hoc Committee for the purpose of bringing forward recommendations and alternatives regarding the use of PLAs on significant County construction projects.

**Committee Members**

David Rabbitt, Chair, Board of Supervisors, Second District
Efren Carrillo, Board of Supervisors, Fifth District

**County Department Resources**

| | |
|---|---|
| Veronica Ferguson (Chris Thomas) | County Administrator's Office |
| Christine Williams | County Administrator's Office |
| Cory O'Donnell | County Counsel |

Subject matter experts from General Services' Facilities Development and Management Division (FDMD), Transportation and Public Works, etc. as needed.

**Outcomes**

The desired outcomes will be: to increase local job creation, support training and internship opportunities in the building trades, avoid costly labor disruptions or work stoppages, ensure adequate health, welfare and retirement benefits for workers, and ensure that the use of a PLA does not increase County project costs.

**Budget**

Estimated staff time to conduct research and provide support necessary to develop the Ad Hoc Committee's policy recommendation for Board approval is 45-55 hours in the County Administrator's Office, and 40-55 hours in County Counsel time, totaling approximately $15,000-$19,000. The majority of this time will be covered within existing General Fund appropriations. However, there may be an estimated $6,780 cost resulting from County Counsel resources being diverted from other revenue generating activities in order to support the committee's work. There may also be a need for minimal outside legal expertise. Estimated cost is between $185-350 per hour, should legal consultant advice be warranted.

**Phases/Timelines**

***Investigation Phase*** **(May-June)** Committee will review and evaluate:

- Staff efforts to date relative to establishing a County PLA policy
- Previous Board actions and/or direction
- Unsuccessful negotiations with labor and non-affiliated building trade groups on the Airport Runway Safety Improvement project
- Directions for staff on further research/investigative efforts

# County of Sonoma
# Project Labor Agreements Ad-Hoc Committee
# Charter/Scope of Work

***Policy Development Phase*** **(June-August)** Committee will:

- Engage appropriate community stakeholders
  - Building Trades Council/North Bay Labor Council (1 meeting)
  - North Coast Builders Exchange (1 meeting)
- Consult with, or request data from appropriate subject matter experts
- Review results of staff investigation efforts
- Direct staff development of draft policy and PLA template/options
- Prepare and present Board report

**This phase will conclude with a report to the full Board recommending a draft policy, draft PLA template, and providing alternative language.**

***Policy Refinement Phase, if needed*** **(September – October)** Committee will:

- Incorporate Board direction
- Review and approve final draft of policy and PLA template
- *May include additional meetings, as needed, for stakeholder input or outreach*

**Deliverables**

For Board consideration:

- Board PLA Policy
- PLA Template/Boilerplate to be used as a guide for future construction projects
- Methods to track performance/outcome measures toward achieving Board goals

**Staff Contact**

Christine Williams, Administrative Analyst
(707) 565-3776
Christine.williams@sonoma-county.org

# County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Child Support Services

**Staff Name and Phone Number:**

Steven Franceschi, (707) 565-4117
Jennifer Traumann, (707) 565-4023

**Supervisorial District(s):**

Countywide

**Title:** Service of Process Services Agreements

**Recommended Actions:**

Authorize the Director of the Department of Child Support Services to execute a two (2) year agreement, with three (3) one-year options for renewal with four (4) vendors for process serving services for all areas within California and nationwide effective July 1, 2013 through June 30, 2015; $40,000 per vendor for a total aggregate payment limit of $160,000 in each of the initial two (2) contract years for all four vendors.

**Executive Summary:**

This item requests Board approval of four agreements with the following vendors: American Eagle Attorney Services, Dalton Protection Solutions, Excalibur Attorney Services, and Rush Services; for process servicing services from July 1, 2013 through June 30, 2015 with the option for renew for three additional years; for an amount not to exceed $40,000 for each vendor during the initial two year term.

In April 2013, the Department of Child Support Services conducted a competitive Request for Proposal (RFP) process to solicited proposals for the 2013/2014 process service contract. Six vendors responded.

The evaluation of the proposals took into consideration many factors including: overall experience, experience in and with Sonoma County, references from other Local Child Support offices, ability to track and provide information on the status of documents, and cost for service. It is critical that the provider successfully serve documents and, timely and accurately report to DCSS the status of all documents out for service.

After evaluation of the proposals by the department's selection panel, the Director of Child Support Services recommends four (4) vendors be selected to perform all of the services within the State of California and all other areas outside California. By the selection and recommendation of four vendors, the department has the ability to maximize its cost effectiveness, and strategically align the various

service types and service areas of each vendor to achieve the highest level of return on our state and federal performance measurements.

American Eagle Attorney Services (Rancho Cucamonga, CA), Dalton Protection Solutions (Rohnert Park, CA), Excalibur Attorney Services (Santa Rosa, CA), and Rush Services (Santa Rosa, CA) all have provided service to numerous California Child Support Agencies for a sufficient number of years in various service areas, including Sonoma County in the past. The selection was based on business process experience, organizational structure, ability to serve high volume of documents, successful service rate, document tracking system, positive references and customer service, and cost for service. American Eagle Attorney Services and Excalibur Attorney Services maintain a network of offices throughout California and have access to hundreds of affiliates state-wide. In addition, Excalibur Attorney Services, Dalton Protection Solutions, and Rush Services all maintain a local office in Santa Rosa that will provide for timely services. A cost analysis was performed based on all proposals and the fee structure is expected to fall within the limitations of funding for this activity, which supports the department's recommendation to utilize the services of these four vendors.

Payments to each vendor under the proposed contracts are limited to $40,000 in each of the initial two contract years. All costs for these services are paid from State and Federal funds and do not affect the County General Fund.

**Prior Board Actions:**

For FY 04/05 Board authorized contracts for service of process services.
For FY 08/09 Board authorized contracts for service of process services.

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

The service provided by the establishment of these agreements support the Department's mission and focus in providing financial support to children who are entitled to it.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 160,000 | County General Fund | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ 160,000 |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 160,000** | **Total Sources** | **$ 160,000** |

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

The department's approved budget for FY 13-14 includes funding for these mandated, legally required, and necessary services that must be completed to enforce court orders and actions. The department is fully funded by state and federal sources through its annual allocation.

**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:**

1) Agreement with American Eagle Attorney Services to provide service of process services.
2) Agreement with Dalton Protection Solutions to provide service of process services.
3) Agreement with Excalibur Attorney Services to provide service of process services.
4) Agreement with Rush Services to provide service of process services.

# 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 and Board of Commissioners |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | Community Development Commission |
| **Staff Name and Phone Number:** | Mark Krug, 565-7509 |
| **Supervisorial District(s):** | All |
| **Title:** | Revisions to Funding Allocations and FY 2013-2014 Action Plan |

**Recommended Actions:**

1. Approve the revised Sonoma County Consolidated Plan Action Plan: One Year Use of Funds FY 2013-14 for the proposed use of Community Development Block Grant, HOME Investment Partnership, and Emergency Solutions Grants funds.
2. Approve the recommended awards for Community Services Funding as attached to this Summary Report for use of $720,000 that is included in the approved FY 2013-14 Sonoma County budget, and authorize the Executive Director of the CDC to execute Grant Agreements and related agreements for the use of said funds.

**Executive Summary:**

The purpose of this agenda item is to revise the federally-required FY 2013-2014 Action Plan approved by the Board on May 7, 2013. Revision is required because of the augmentation of the Community Services Funds, as well as to adjust Action Plan funding figures to align with final allocation figures provided by the federal government subsequent to May 7th.

Community Development Commission (CDC) staff conducted hearings with Community Development and Technical Advisory Committees in February and March to forge FY 2013-2014 funding recommendations. The recommendation timeline and process is driven by requirements from the U.S. Department of Housing and Urban Development (HUD), specifically the requirement to produce an annual Action Plan, essentially a spending plan associated with HUD Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnership (HOME) funds that make up three of the four funding sources involved in the CDC's annual funding cycle. The fourth is the County General Fund allocation to the Community Services Fund (CSF).

Committee recommendations for CDBG, HOME, ESG and CSF awards were submitted to and approved by your Board on May 7th. The HUD figures at that time were still estimates. In late May, final HUD

figures became available and were, in combination, 3.5% higher than the corresponding FY 2012-2013 total that had been used as estimates for recommendation purposes. Following the prior Committee and Board direction, staff adjusted the funding awards upwards to match the final figures provided by the federal government.

At the May 7th Board meeting, your Board also directed staff to submit a supplemental budget request to augment the CSF by an additional $200,000, of which $170,000 is ear-marked for grant awards and $30,000 for administrative costs. This budget request was approved by your Board on June 11, 2013. Also on May 7th, your Board directed staff to reconvene the Community Development Committee on June 11th to conduct a public hearing to forge a second set of recommendations for the $170,000 in augmented CSF awards.

The Committee conducted a public hearing on June 11th and voted to recommend additional funds for six previously awarded public services programs and funding for four additional programs that did not have a prior FY 2013-14 award. The attached table summarizes the Committee's recommendations in March and June, the adjustment made to align with final HUD figures and the new CSF recommendations, and the net result. Of the 34 proposals received, 26 are recommended for funding. Only one, the SAY Coffee House program serving homeless minors, is recommended for full funding. The total amount of public services funding available is $966,653 and that represents 54% of the requested $1,783,916.

**Prior Board Actions:**

**06/11/2013:** Board approved FY 2013-14 County Budget, including supplemental CSF funding.
**05/07/2013:** Board approved Consolidated Plan Action Plan FY 2013-14.
**10/16/2012**: Board approved FY 2013-14 Funding Policies for HUD and Community Services Funding.
**5/8/2012:** Board approved Consolidated Plan Action Plan FY 2012-13.
**11/1/2011:** Board approved FY 2012-13 Funding Policies for HUD and Community Services Funding.
**6/22/2011:** Board transferred Community Services Funding from the Human Services Commission to CDC.

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

All of the subject funds are allocated to benefit low income residents by supporting programs and projects that increase household safety, provide housing stability or provide routes for economic self-sufficiency.

| Fiscal Summary - FY 13-14 | | | |
|---|---|---|---|
| **Expenditures** | | **Funding Source(s)** | |
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

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

Requested actions are already a part of the adopted FY 2013-2014 County budget.

**Staffing Impacts**

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

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

**Attachments:**

Public Services / Community Grant Funding – Grant Recommendation for 2013-2014

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

## *Public Services / Community Grant Funding*

***Board of Supervisors Grant Recommendation for 2013-2014***

| | | *Requested Amount* | *Committee March Rec.* | *Committee June Rec.* | *Total Recommend* | *HUD Adj. to March* | *Final Award* |
|---|---|---|---|---|---|---|---|
| California Human Development | Fulton and Healdsburg Day Labor Center(s) | $60,000 | $0 | $22,000 | $22,000 | $0 | $22,000 |
| Catholic Charities | Homeless Services Center | $45,000 | $30,000 | $8,182 | $38,182 | $635 | $38,817 |
| Catholic Charities | Rapid Re Housing | $110,000 | $75,000 | $0 | $75,000 | $1,590 | $76,590 |
| Catholic Charities | Sam Jones Hall | $30,000 | $0 | $0 | $0 | $0 | $0 |
| Catholic Charities | Family Support Center | $125,000 | $78,000 | $0 | $78,000 | $1,653 | $79,653 |
| Cloverdale Community Outreach Committee | Wallace House Emergency Services | $50,000 | $25,000 | $9,735 | $34,735 | $530 | $35,265 |
| Committee on the Shelterless | MIC - Family Transitional Housing | $115,417 | $80,000 | $0 | $80,000 | $1,696 | $81,696 |
| Committee on the Shelterless | Vida Nueva | $75,000 | $35,000 | $27,267 | $62,267 | $741 | $63,008 |
| Committee on the Shelterless | MIC - Singles | $174,895 | $105,000 | $0 | $105,000 | $2,224 | $107,224 |
| Community & Family Service Agency (WCCS) | West County (Guerneville) Emergency Shelter | $40,000 | $25,000 | $0 | $25,000 | $530 | $25,530 |
| Community & Family Service Agency (WCCS) | Mission Critical Support | $35,000 | $0 | $22,280 | $22,280 | $0 | $22,280 |
| Community Action Partnership | Sloan House | $100,000 | $0 | $0 | $0 | $0 | $0 |
| Community Action Partnership | HCA Fund for Rental Assistance | $82,000 | $30,000 | $5,849 | $35,849 | $636 | $36,485 |
| Community Support Network | Permanent Supportive Housing for Transitional Age Youth | $60,000 | $0 | $40,000 | $40,000 | $0 | $40,000 |
| La Luz Center | Community Strengthening | $40,000 | $15,000 | $0 | $15,000 | $318 | $15,318 |
| Legal Aid of Sonoma County | HOME Housing Program - Eviction Defense & Homeless | $50,000 | $20,000 | $0 | $20,000 | $424 | $20,424 |
| Legal Aid of Sonoma County | SAFE Domestic Violence Services | $40,000 | $25,000 | $0 | $25,000 | $530 | $25,530 |
| LOMI School Foundation | Legacy Fund for Mental Health | $20,000 | $0 | $0 | $0 | $0 | $0 |
| Mendocino Family & Youth Services | North Coast Family & Youth Services | $20,000 | $15,000 | $0 | $15,000 | $318 | $15,318 |
| Petaluma People Services | Fair Housing | $62,000 | $52,500 | $0 | $52,500 | $1,113 | $53,613 |
| Petaluma People Services | PPSC System of Care | $40,000 | $0 | $17,794 | $17,794 | $0 | $17,794 |
| Redwood Empire Food Bank | Megan Furth Harvest Pantry | $75,000 | $20,033 | $5,000 | $25,033 | $425 | $25,458 |
| Santa Rosa Community Health Centers | Care Transitions Program | $32,595 | $20,000 | $0 | $20,000 | $424 | $20,424 |
| Social Advocates for Youth | Youth Employment Center at Tamayo Village | $28,979 | $20,000 | $0 | $20,000 | $424 | $20,424 |
| Social Advocates for Youth | Family Advocacy & Resource Assistance | $20,000 | $15,000 | $0 | $15,000 | $318 | $15,318 |
| Social Advocates for Youth | Coffee House Teen Shelter | $20,000 | $20,000 | $0 | $20,000 | $0 | $20,000 |
| Sonoma County Adult and Youth Development | SCAYD Homeless Prevention, Outreach and Advocacy | $29,990 | $0 | $0 | $0 | $0 | $0 |
| Sonoma County Adult and Youth Development | SCAYD Upstream Community Counseling Services | $28,040 | $0 | $0 | $0 | $0 | $0 |
| Sonoma County Legal Services Foundation, Inc | Youth & Family Legal Outreach Program | $15,000 | $0 | $0 | $0 | $0 | $0 |
| Sonoma Overnight Support | The Haven | $30,000 | $20,000 | $0 | $20,000 | $424 | $20,424 |
| The Living Room | The Living Room Women's Day Services | $50,000 | $20,000 | $11,894 | $31,894 | $424 | $32,318 |
| The Redwood Empire Conflict Resolution | Recourse - Putting Children First | $15,000 | $0 | $0 | $0 | $0 | $0 |
| Verity | Crisis Intervention, Prevention and Treatment Program | $15,000 | $0 | $0 | $0 | $0 | $0 |
| YWCA | Safe House | $50,000 | $35,000 | $0 | $35,000 | $742 | $35,742 |
| | **Totals all Columns:** | **$1,783,916** | **$780,533** | **$170,000** | **$950,534** | **$16,119** | **$966,653** |

# 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 Agenda Date:** June 25, 2013 | **Vote Requirement:** Majority |
| **Department or Agency Name(s):** Board of Directors, County Service Area #40 | |
| **Staff Name and Phone Number:** Don Schwartz 565-2431 | **Supervisorial District(s):** Four |

**Title:** Memorandum of Understanding for Municipal Service Review for Consolidation of Fire Services

**Recommended Actions:**

1. Authorize the Director of Fire and Emergency Services to sign a Memorandum of Understanding for Municipal Service Review for Consolidation of Fire Services.
2. Make finding that providing funding to the Cloverdale Fire Protection District for provision of services and mutual aid is necessary to enhance and ensure the public safety of the residents of the area, and authorize use of $180,000 from the District Formation Funds in the Cloverdale Fire Protection District during consolidation process, and an additional $30,000 to fund a Municipal Services Review by the Local Agency Formation Commission (LAFCO).

**Executive Summary:**

In Sonoma County, fire protection services are provided by a variety of city departments, special districts, contract agencies (such as Cal Fire), and County Fire, also known as County Service Area #40 (CSA #40). These agencies are divided among different fire protection zones. The Local Agency Formation Commission (LAFCO) completed a report noting the potential for reorganization and regional cooperation to address service issues within the various fire protection zones.

The northeast corner of the County is commonly referred to as Zone 6 and includes Knights Valley, Geyserville and the Geysers, the Cities of Cloverdale and Healdsburg, and Fitch Mountain. Recently, the County (as CSA #40 – Knights Valley Volunteer Fire Company and Sotoyome Fire Service Area), the City of Healdsburg, the Cloverdale Fire Protection District, and the Geyserville Fire Protection District have been meeting to discuss the delivery of fire protection services in the Northeastern section of the County.

The affected agencies in Zone 6 are considering alternatives to improve the efficiency of fire protection services, including the potential for creating a new district. They have expressed a desire to establish a Memorandum of Understanding (MOU) that ensures cooperation on an analysis known as a Municipal Services Review (MSR). The MSR will consider the geography and demographics of the area, existing and

any planned facilities and fire apparatus, finances, and other factors to determine the optimal governance structure for fire protection services in the area. This analysis will be managed by LAFCO, which is soliciting proposals for this project. While the analysis is underway, the agencies will explore opportunities for shared staff and consolidation of services.

As the Board of Directors of County Service Area #40, your Board is one of the parties necessary to approve the MOU. The other parties to the MOU are considering the MOU as well and are expected to approve it prior to your June 25, 2013 meeting.

In addition to approving the MOU, the requested action includes adopting a finding pursuant to Government Code section 26227 that providing funding to the Cloverdale Fire Protection District for provision of services and mutual aid is necessary to enhance and ensure the public safety of the residents of the area; and authorizing $180,000 from the District Formation Fund, to the Cloverdale Fire Protection District, to fund services for the District, and mutual aid from the District to other fire service providers in the area, and $30,000 from the Fund for LAFCO expenses in completing its work on the MSR. Staff from the Department of Transportation and Public Works and the County Administrator will coordinate the release of funds upon agreement of all parties to the MOU and receipt of documentation from Cloverdale Fire Protection District and LAFCO.

**Prior Board Actions:**

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

Providing effective fire services is essential to safe communities

**Fiscal Summary - FY 13-14**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 210,000 | County General Fund | $ | 210,000 |
| Add Appropriations Reqd. | $ | | State/Federal | $ | |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **210,000** | **Total Sources** | **$** | **210,000** |

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

$300,000 has been included in the FY 13-14 District Formation Fund to support fire district consolidation activities. This includes $180,000 to fund services for the Cloverdale Fire Protection District and mutual aid to other areas during the analytic phase of the consolidation process, and $30,000 for the LAFCO MSR study. The remaining balance of $90,000 is available for additional efforts toward fire district consolidation.

| Staffing Impacts | | | |
|---|---|---|---|
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |
| **Narrative Explanation of Staffing Impacts (If Required):** | | | |
| | | | |
| **Attachments:** | | | |
| Memorandum of Understanding | | | |
| **Related Items "On File" with the Clerk of the Board:** | | | |
| | | | |

# MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING AMONG THE CLOVERDALE FIRE PROTECTION DISTRICT, GEYSERVILLE FIRE PROTECTION DISTRICT, THE CITY OF HEALDSBURG, COUNTY OF SONOMA (COUNTY SERVICE AREA 40) AGREEING TO COOPERATE IN MUNICIPAL SERVICE REVIEW FOR CONSOLIDATION OF FIRE SERVICES

WHEREAS, on March 6, 2013, the Sonoma County Local Agency Formation Commission (LAFCO) agreed to review and consider the scope of the Fire Service Providers Municipal Service Review (MSR); and

WHEREAS, the Sonoma County Fire Chiefs' Association and Redwood Empire Dispatch Communications have divided the County into nine fire service zones; and

WHEREAS, the Cloverdale Fire Protection District, Geyserville Fire Protection District, the City of Healdsburg, County of Sonoma County Service Area 40, Knights Valley Fire Service Area, and Sotoyome Fire Service Area provide service to Zone 6, which is located in the northeast quadrant of Sonoma County and contains within its territory Knights Valley Fire Service Area, the City of Healdsburg, Sotoyome Fire Service Area and Fitch Mountain Fire Service Area; and

WHEREAS, the staff report discussing the proposed MSR identified reorganization and regional cooperation as opportunities to address service issues within the various zones; and

WHEREAS, the Cloverdale Fire Protection District requires interim funding assistance for provision of services and mutual aid necessary to enhance and ensure the public safety of the residents of the area; and

WHEREAS, the providers of fire services in Zone 6 that are the parties to this Memorandum of Understanding (MOU) agree that efficiency in delivering fire services would benefit all parties and better serve the community, and have agreed that the Municipal Service Review is an appropriate vehicle to accomplish this goal; and

WHEREAS, mutual aid provided by the parties to this MOU is a benefit to all;

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING HEREBY AGREE:

1. The Parties support a request to LAFCO to expedite completion of a municipal service review and recommended actions for consolidated or reorganized fire services to Zone 6.
2. The Parties agree to cooperate with LAFCO and its consultants in its review, by providing all information requested in a timely manner and no later than within 30 days of request from LAFCO and/or consultants.
3. The Parties will explore opportunities to consolidate and combine the following services while the review is in progress:
    a. Joint training exercises
    b. Vehicle maintenance programs
    c. Administrative services and purchasing

d. Joint fire prevention and fire inspection services
e. Explore opportunities to standardize policies and procedures
f. Management positions

The parties will implement initial consolidation of the services identified in a. – e., above, no later than June 30, 2014.

4. Parties support the allocation of $180,000 from the County District Formation Fund to fund the Cloverdale Fire Protection District in order that the District can continue to provide services in its service area, and provide mutual aid to the other fire service providers in Zone 6 while the municipal services review is being conducted. The parties also support a request for $30,000 from the Formation Fund the LAFCO Review. The Cloverdale Fire Protection District agrees to make good faith efforts to pursue other opportunities to fund fire protection services during FY 13-14. All parties understand that future financial assistance from the County is dependent upon progress toward consolidation and availability and approval of funding.
5. The Parties agree to participate as members of the Municipal Services Review Steering Committee and other committees as necessary.

This Memorandum of Understanding shall become effective upon its execution by all parties (the Effective Date). Execution may be in counterpart, with the effect being a single agreement as if signed by all parties.

_____ Date_____

County Service Area #40

_____ Date_____

City of Healdsburg

_____ Date_____

Cloverdale Fire Protection District

_____ Date_____

Geyserville Fire Protection District

# County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Christine Williams (707) 565-3776

**Supervisorial District(s):**
Countywide

**Title:** Grant Writer and Locator Services Agreement Amendment

**Recommended Actions:**

1) Authorize the Chair to execute Amendment #1 to agreement with the Glen Price Group for grant writing services effective July 1, 2013 through June 30, 2014 in an amount not to exceed $138,660.
(2) Authorize the Chair to execute Amendment #1 to agreement with eCivis Grants Network, Inc. for services effective July 1, 2013 through June 30, 2014 in an amount not to exceed $33,480.

**Executive Summary:**

The County Administrator's Office is recommending that the Board authorize the Chair to execute Amendment #1 to agreement with the Glen Price Group (GPG) for grant writing services effective July 1, 2013 through June 30, 2014 in an amount not to exceed $138,660, and Amendment #1 to agreement with eCivis Grants Network, Inc. for services effective July 1, 2013 through June 30, 2014 in an amount not to exceed $33,480.
Both agreements were approved by the Board on June 26, 2012 through June 30, 2013, and each includes a provision to extend for two additional one-year terms. The Amendments being recommended today also delegate the authority to the County Administrator to execute the second Amendment to each agreement, if desired, at the expiration of Amendment #1 on June 30, 2014.

The Glen Price Group provides the departments and partnering community based organizations:

- Informational Meetings/Short and Medium Term Strategic Planning;
- Full comprehensive proposal development services to respond to up to 5 federal/state equivalent (FSE) grant proposals;
- Multi-agency grant applications in excess of the five (5) proposals;
- Biweekly reports of funding opportunities that include articles about various topics related to grant seeking;
- On site staff and CBO grant development training opportunities (Basic, Intermediate, and Advanced)

The eCivis firm provides an annual subscription with unlimited access for the County and CBOs, and includes onsite and virtual training. The cost will be distributed amongst the county's 26 user departments based on their budget size. Attached is the annual Business and Survey Review, highlighting the number of users, and some of the successful locator services provided in the past year.

**Prior Board Actions:**

June 26, 2012: Executed agreements with Glen Price Group and eCivis for grant development and grant locator services, respectively.

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

These agreements support both County departments and community partners in pursuit of grant funding for vital public services.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 172,140 | County General Fund | $ | 138,660 |
| Add Appropriations Reqd. | $ | | State/Federal | $ | |
| | $ | | Fees/Other | $ | 33,480 |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **172,140** | **Total Sources** | **$** | **172,140** |

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

Costs associated with the Glen Price Group agreement are included in the FY 13-14 Non-Departmental budget, managed by the County Administrator's Office. The costs associated with the eCivis agreement are distributed amongst departments on a pro rata basis.

**Staffing Impacts**

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

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

| **Attachments:** |
| --- |
| 1. Amendment #1 to Agreement with the Glen Price Group<br>2. Highlights of GPG Work, 2012-13<br>3. Amendment #1 to Agreement with eCivis<br>4. eCivis Business and Survey Review |
| **Related Items "On File" with the Clerk of the Board:** |
| |

**FIRST AMENDMENT**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

The following is the first amendment to an Agreement ("Amendment") for Grant Development and Writing Services between the County of Sonoma, (hereinafter "County") and Glen Price Group (hereinafter "Consultant") a strategic planning and resource development firm.

WHEREAS, County and Consultant entered into an Agreement for Grant Development and Writing Services consultation services on July 1, 2012 ("Agreement").

WHEREAS, the parties desire to amend the Agreement to implement the first of two one-year extensions provided for in the Agreement in Section 3. Term of Agreement.

THEREFORE, THE PARTIES HERETO agree to amend the Agreement extending the term of the Agreement from July 1, 2013 through June 30, 2014 and authorizing the County Administrator to subsequently execute the second of two one-year extensions if desired, upon expiration of the term of this amendment.

BE IT FURTHER AGREED that all other terms and conditions contained in the original agreement dated July 1, 2012, shall remain in full force and effect as though fully set forth herein.

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

**CONSULTANT: Glen Price Group**

**By:** _____

**Name: Glen Price**

**Title: President**

**Date: 06/11/13**

COUNTY: COUNTY OF SONOMA

By: _____
CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

_____

CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM FOR COUNTY:

By: _____

County Counsel

Date: _____

# County of Sonoma - Highlights of GPG Work, 2012-2013

- **Provided resource development services, including grant proposal development.**
  - Secured a $3.51 million Community Transformation Grant from the U.S. Department of Health and Human Services, to support a wide range of coordinated health and wellness initiatives in Sonoma County.
  - Secured a $65,000 grant to the Family Justice Center Sonoma County (FJCSC) from the Avon Foundation for Women's Domestic Violence Survivor Empowerment Program.
  - Developed and submitted a funding proposal for $300,000 to the U.S. Department of Justice, Office on Violence Against Women's Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program on behalf of the Family Justice Center Sonoma County (awards for this competition have not yet been anounced).
  - Initiated ongoing work with the FJCSC to increase fund development capacity.
  - Provided funding opportunity research and bid/no-bid analysis for county departments, including Health Services, Social Services, the District Attorney's Office, and others. As a recent example, GPG worked with the Agricultural Commissioner's Office to identify and analyze funding opportunities for the development and implementation of a technical assistance program for local farmers.
- **Designed and facilitated a series of three workshops for county employees and nonprofit partners.**
  - Grant Seeking Fundamentals, November 15, 2012
    - "Very informational!"
    - "Everything was great!"
    - Recommendation for the County for following-up on the workshop: "Future brush-up courses."
    - "I will be referencing all materials and applying what I learned immediately with grant writing for non-profit."
    - "Going to start the grant research soon and I feel more confident in my abilities."
    - "This will not only help me with grant proposal writing, but with how I conceptualize larger projects in my organization and community."
  - Intermediate Proposal Development, February 7, 2013
    - "It was great, particularly the participation parts."
    - "More (advanced) training and opportunities to practice."
    - How will you apply what you learned to your work?
      - "Using the logic model to evaluate potential projects."
      - "Use these proposal frameworks to review/analyze the current proposal I am working on."
      - "Bid/No-bid will be very helpful when deciding what opportunities to go after. Having a standard form to help guide this is great."
  - Advanced Proposal Development and Program Budget Planning, June 5, 2013
    - "I became clear on some specific vocabulary to grant proposal writing; I am very happy to learn some research strategies."
    - "I liked having real-world examples that we used with the forms that were provided to us."
    - "Good tools to organize thoughts and to analyze potential grants."
- Circulated funding opportunities to county employees and nonprofit partners through the **semi-monthly Funding Opportunity Newsletter**.
- **Developed original articles** on topics related to grants, funders, and the proposal development process. Circulated articles in the semi-monthly Funding Opportunity Newsletter.
- Maintained the **Funding Opportunity News website** (http://glenpricegroup.com/sonomafon/), which includes a list of currently open funding opportunities and all articles from past Funding Opportunity Newsletters.

**FIRST AMENDMENT**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

The following is the first amendment to an Agreement ("Amendment") between the County of Sonoma, (hereinafter "County") and eCivis a Delaware corporation headquartered in California (hereinafter "Consultant") for grant locator internet based software subscription services.

WHEREAS, County and Consultant entered into an Agreement for grant locator subscription services on July 1, 2012 ("Agreement").

WHEREAS, the parties desire to amend the Agreement to implement a one-year extension provided for in the Agreement in Section 3. Term of Agreement.

THEREFORE, THE PARTIES HERETO agree to amend the Agreement extending the term of the Agreement from July 1, 2013 through June 30, 2014 and authorizing the County Administrator to subsequently execute one-year extensions if desired, upon expiration of the term of this amendment.

BE IT FURTHER AGREED that all other terms and conditions contained in the original agreement dated July 1, 2012, shall remain in full force and effect as though fully set forth herein.

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

**CONSULTANT:** eCivis

**By:** _____

**Name:** James Ha

**Title:** President and CEO

**Date:** 6/12/2013

COUNTY: COUNTY OF SONOMA

By: _____
CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

_____

CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

# eCivis Business and Survey Review

## Sonoma County, CA

March, 2013

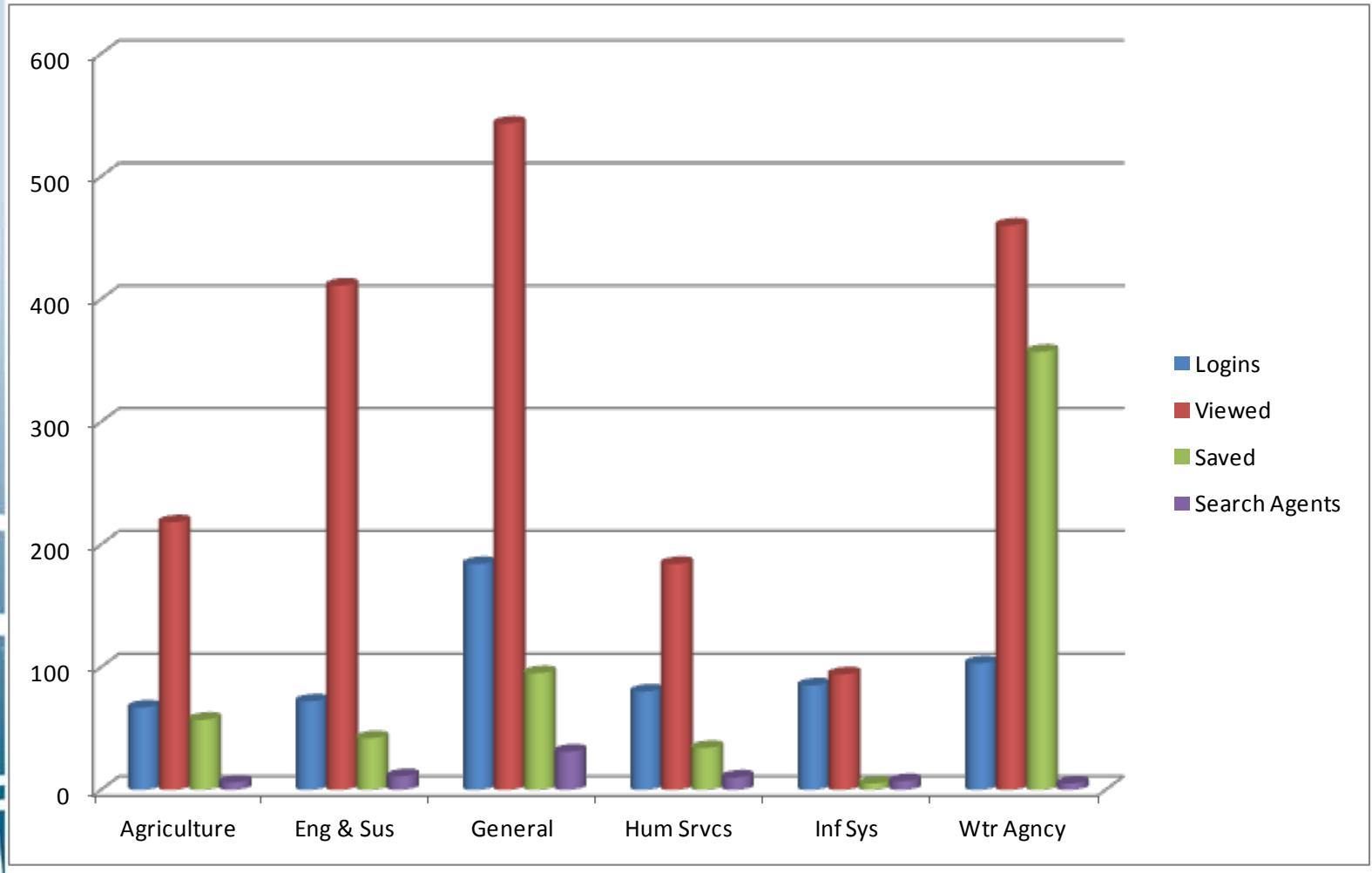
Ryan M. Baird
Associate Manager of Client Services

eCIVIS

# Grants Network: Research – User Statistics

- 128 eCivis users seeking grant funding through Grants Network
- The typical user logs in 9 times per month. Locating 3 grants per login. In monetary terms, $1.6 million in grants per log in.
- You have identified 7,487 grants representing over *$3.7 billion* in funding.
  - These grants represent 22,461 man hours or 11.2 full time employees for an entire year ($448,000 in salary at $40k)
- 1,423 grants are currently saved as under consideration for application preparation and 155 automated Search Agents created.

# Grants Network: Research – Usage Statistics by Department



# Grants Network: Research – Survey Data

*What are eCivis users saying about eCivis?*

88.9% of users rated their overall experience with eCivis as *excellent or Good*

82.2% of users said eCivis is intuitive and easy to use

70.6% of users said that reading the eCivis summaries *saved them time* from reading each NOFA to determine if they want to pursue a grant

72.2% indicated that eCivis has *saved them time* researching grants by other means (grants.gov, google, ect.)

13 users indicated that they forwarded approximately *80 grants* to others for consideration to apply

# Grants Network: Research – Survey Data

Grants won where eCivis assisted in applying

- New Belgium - **$1,500 (awarded)**
  - David Bannister, Executive Director
- CA Coastal Conservancy - **$125,000 (pending)**
  - David Bannister, Executive Director
- Envrn Enhncmnt and Mitigation Program - **$145,671 (pending)**
  - Jake Spaulding, Water Agency
- Sonoma County CDBG - **$35,000 (not awarded)**
  - Jake Spaulding, Water Agency

# Grants Network: Research – Survey Data

Grants won where eCivis assisted in applying

- Sonoma County CDBG - **$140,000 (not awarded)**
  - Jake Spaulding, Water Agency
- WaterSMART Title XVI - **$87,500 (Pending)**
  - Jake Spaulding, Water Agency
- WaterSMART Title XVI - **$102,000 (Pending)**
  - Jake Spaulding, Water Agency

# Grants Network: Research – Survey Data

## Quotes

*Have used as a tool to teach new young people how to look for grants.*

- Linda Hedstrom, Housing & Econ Development Manager

*It's very easy and intuitive to use.*

- Kelly Rector, General Services

# eCIVIS

*Your tools for grants success.*

# County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma Local Agency Formation Commission

**Staff Name and Phone Number:**

Christina Rivera, 565-3779
Richard Bottarini, 565-3765

**Supervisorial District(s):**

All

**Title:** LAFCO Memorandum of Understanding

**Recommended Actions:**

Authorize the County Administrator to sign the Memorandum of Understanding for the Sonoma Local Agency Formation Commission (LAFCO) for Fiscal Year 2013-14.

**Executive Summary:**

Staff recommends the Board of Supervisors authorize the County Administrator to sign Local Agency Formation Commission annual Memorandum of Understanding (MOU) for staffing, legal counsel, facilities, equipment, and supplies.

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 expanded LAFCO functions and operations, authorizing greater independence for the Commission, including naming its Executive Officer, hiring staff, and approving and maintaining a separate budget.

A Memorandum of Understanding between LAFCO and the County was established in 2001 wherein the County Administrator provides professional and support staff, facilities, equipment, and supplies to support LAFCO operations. County Counsel provides legal services. The costs are included in the LAFCO annual budget and the County is reimbursed (FY 13-14 $406,000).

The Memorandum of Understanding generally continues the arrangement established in 2001 and includes the following:

1. The County Administrator will provide LAFCO with professional and support staffing. Professional staff includes an LAFCO Executive Officer, and an Administrative Analyst. Support staff includes an Administrative Aide. Salaries and benefits will be funded by appropriations from the LAFCO budget.
2. The County Administrator will provide office space, equipment, and supplies, funded by appropriations from the LAFCO budget.
3. County Counsel will provide legal services to the Commission, funded by appropriations from the Commission's budget.

4. Selection and evaluation process of the Executive Officer.

LAFCO approved the MOU on June 5, 2013 at its regularly scheduled meeting.

Under the requirements of the Cortese-Knox-Hertzberg law, the county, the cities, and the independent special districts fund LAFCO operating costs not covered by fees. As approved by a majority of agencies, including the county, as of FY 2004-05, the county and the cities each contribute 40 percent of net costs and the districts, 20 percent. In FY 13-14 the budget includes $185,200 as the county's contribution to LAFCO.

**Prior Board Actions:**

On June 19, 2012, the Board authorized a Memorandum of Understanding for LAFCO staffing, legal counsel, facilities, equipment, and supplies for 2012-13. The County has entered into similar agreements since 2001.

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

The county's partnership with cities through the LAFCO efforts promote our county's economic and environmental stewardship.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 0 | | $ 0 |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** See Note Below | **Total Sources** | **$** See Note Below |

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

In FY 13-14 $406,154 in staffing resources and reimbursements are included in the County Administrator's budget. In addition, the county's General Fund contribution obligation as a member of LAFCO of $185,204 is included in the FY 13-14 Non-Departmental Adopted Budget.

**Staffing Impacts**

| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
|---|---|---|---|
| None | | | |
| | | | |

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

None

| **Attachments:** |
| --- |
| None |
| **Related Items "On File" with the Clerk of the Board:** |
| Memorandum of Understanding for FY 2013-14 |

# County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** District Attorney's Office

**Staff Name and Phone Number:**
Cindy Williams 565-2818

**Supervisorial District(s):**
1, 2, 3, 4, 5

**Title:** Insurance Fraud Grants

**Recommended Actions:**

Adopt two resolutions authorizing the District Attorney to submit applications to, and authorize execution of grant agreements with, the California Department of Insurance, to participate in the Workers' Compensation Insurance Fraud Investigation Program in the amount of $70,000, and to participate in the Automobile Insurance Fraud Investigation Program in the amount of $50,000, for the term July 1, 2013, through June 30, 2014.

**Executive Summary:**

The District Attorney is currently participating in two grant programs offered through the California Department of Insurance (DOI) – the Workers' Compensation Insurance Fraud Program, and the Auto Insurance Fraud Program. The amount the District Attorney anticipates receiving for these programs for FY 2013-2014 is $70,000 from the Worker's Compensation Insurance Fraud Program and $50,000 from the Auto Insurance Fraud Program, for a total of $120,000. This funding will cover the cost of a 0.23 FTE Deputy District Attorney ($45,884) and a 0.23 FTE DA Investigator ($42,562), and also includes funding for training, public outreach and audit expenses ($31,554).

Workers' Compensation Insurance Fraud Program

The DOI Workers' Compensation Fraud Program was established in 1991 through the passage of Senate Bill 1218 (Chapter 116), and the District Attorney has participated in this program since 1996. The law, which made workers' compensation fraud a felony, required insurers to report suspected fraud, and established a mechanism for funding enforcement and prosecution activities. Senate Bill 1218 also established the Fraud Assessment Commission to determine the level of assessments to fund investigation and prosecution of workers' compensation insurance fraud. The funding comes from California employers who are legally required to be insured or self-insured.

For fiscal year 2013/14, the District Attorney will focus efforts upon the detection and prosecution of workers' compensation insurance fraud committed by service providers, such as billing fraud; fraud

committed by insurance business employees who include false information in their clients' applications in order to secure a lower rate; and premium fraud committed by business owners who may lie about their business information in order to get a better rate. This will ensure that the types of cases being prosecuted in this county are truly reflective of the nature of fraud actually experienced by the county. These more sophisticated kinds of workers' compensation frauds, committed by providers and insiders, adversely impact a broader spectrum of people than do the basic claimant fraud cases. In addition, the District Attorney's Office intends to work with the Department of Insurance detectives in order to conduct sweeps in Sonoma County with the goal of identifying and prosecuting employers who are operating businesses without workers' compensation insurance.

Automobile Insurance Fraud Program

The California Department of Insurance (DOI) is also the primary law enforcement agency responsible for investigating automobile insurance fraud crimes. The District Attorney participated in this program for the first time in FY 2009-2010. The Fraud Division coordinates enforcement operations statewide with municipal, state, and federal enforcement agencies. Completed investigations are filed with the district attorney or the United States Attorney General's Office. The funding for this program comes from an assessment on automobile insurers of 25 cents for each vehicle insured, as set forth in the California Code of Regulations, Title 10, Chapter 5, Sub-chapter 9 – Insurance Fraud.

For fiscal year 2013/14, the District Attorney's Office will focus investigative and prosecution efforts not just on claimant fraud, but on automobile insurance fraud committed by service providers, such as billing fraud; fraud committed by automobile insurance business employees who include false information in their clients' applications in order to secure a lower rate; and premium fraud committed by business owners who may lie about their business information in order to get a better rate.

No Matching Funds Required.

DOI grant funds require no match for the County. Combined, the two grants fund 23% of the staff costs for a Deputy District Attorney III and a DA Investigator II position. 0.23 FTE of the Deputy District Attorney III and 0.23 FTE of the DA Investigator II will be dedicated to Insurance Fraud prosecution activities.

**Prior Board Actions:**

The Board has approved Resolutions authorizing the Workers' Compensation Insurance Fraud grant each year beginning with FY 1996-1997; the Board approved a Resolution authorizing the Automobile Insurance Fraud grant beginning in FY 2009-2010.

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

Goal One, "Safe, Healthy & Caring Community" is supported through the District Attorney's role in ensuring justice, holding offenders accountable, and upholding victims' rights.

| Fiscal Summary - FY 13-14 | | | | | |
|---|---|---|---|---|---|
| **Expenditures** | | | **Funding Source(s)** | | |
| Budgeted Amount | $ | 120,000 | | $ | |
| Add Appropriations Reqd. | $ | | State/Federal | $ | 120,000 |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **120,000** | **Total Sources** | **$** | **120,000** |

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

For FY 2013-2014, the funding amount of $70,000 is budgeted for the Workers Comp Insurance Program and $50,000 is budgeted for the Auto Fraud Insurance Program; these funds (total $120,000) are included in the FY 2013-2014 Budget.

**Staffing Impacts**

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

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

**Attachments:**

Resolutions

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

State of California DOI Grant Application for Workers' Compensation Insurance Fraud; State of California DOI Grant Application for Automobile Insurance Fraud.

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The District Attorney's Office To Apply For A Grant For Prosecution Of Workers' Compensation Fraud From The Insurance Fraud Commissioner Of The State Of California For Fiscal Year 2013/14.**

**Whereas,** the Sonoma County Board of Supervisors desires to undertake a ce4rtain program designated as Workers' Compensation Insurance Fraud Program to be funded in part from funds made available through California Insurance Code Section 1872.83, California Code of Regulations Sub-chapter 9, Article 3, Section 2698.55 and administered by the California Department of Insurance;

**Now, Therefore, Be It Resolved** that the District Attorney of the County is authorized, on its behalf to apply for and accept a grant for Workers' Compensation Insurance Fraud Program from the California Department of Insurance and is authorized to execute on behalf of the Sonoma County Board of Supervisors the Grant Award Agreement including any extensions or modifications thereof.

**Be It Further** Resolved that the grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**Supervisors:**

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The District Attorney's Office To Apply For A Grant For Prosecution Of Automobile Insurance Fraud From The Insurance Fraud Commissioner Of The State Of California For Fiscal Year 2013/14.**

**Whereas,** the Sonoma County Board of Supervisors desires to undertake a ce4rtain program designated as Automobile Insurance Fraud Program to be funded in part from funds made available through California Insurance Code Section 1872.8, California Code of Regulations Title 10, Article 4, Section 2698.60 and administered by the California Department of Insurance;

**Now, Therefore, Be It Resolved** that the District Attorney of the County is authorized, on its behalf to apply for and accept a grant for Automobile Insurance Fraud Program from the California Department of Insurance and is authorized to execute on behalf of the Sonoma County Board of Supervisors the Grant Award Agreement including any extensions or modifications thereof.

**Be It Further Resolved** that the grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**Supervisors:**

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

# County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Ashley Nolan 565-3843

**Supervisorial District(s):**
All Districts

**Title:** Parking Citation Fines

**Recommended Actions:**

Adopt resolution to revise the schedule of parking penalties

**Executive Summary:**

The General Services Department and County Counsel recommend adopting a resolution to revise the schedule of parking penalties to include updated parking citation designations and new charges for activities that are currently not addressed.

In March, 2013 the Board adopted Ordinance No. 6023 which revised the County Parking Ordinance and changed the existing parking citation designations. Parking penalties, which include fines for violations of the Parking Ordinance and associated late payments are set and adjusted by the Board of Supervisors by resolution. In 2010, the Board of Supervisors approved Resolution No. 10-0811, establishing the current schedule of parking penalties. The citation designations referenced in Resolution No. 10-0811 are no longer accurate due to revision of the Parking Ordinance.

The proposed resolution will approve the existing parking penalties in a new schedule which will include the updated citation designations. The new schedules also includes parking penalties for citation designations not addressed in the current schedule but where the violation has been established and approved by the Board of Supervisors during the adoption of Ordinance No. 6023.

The proposed new penalties are based on established fines for similar citation designations. A chart of the new penalties is attached as Attachment A to this Board Report. The resolution is attached as Attachment B.

**Prior Board Actions:**

3/19/13 – Adoption of Ordinance No. 6023 Repealing and Reenacting Section 18 of the Sonoma County Code.
8/4/09 – Approved Resolution No. 09-0709, amending the schedule of parking fines and penalties.

11/9/10 – Approved Resolution No. 10-0811, amending the schedule of parking fines and penalties.
9/14/93 – Adoption of Ordinance No. 4717 Repealing and Reenacting Section 18-1 of the Sonoma County Code.

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

The approval of this resolution will help safeguard both the public and County staff by improving the Counties ability to enforce both parking and traffic laws.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 107,390 | County General Fund | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ 107,390 |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 107,390** | **Total Sources** | **$ 107,390** |

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

The portion of the revenue, $107,390 above is retained by General Services to cover the costs of managing the parking program, coming from a total budget of $183,625. The difference between the total budget amount of $183,625 and $107,390 for General Services budget is split between the Auditor's office and Government Code 76000 et. Seq. The revisions of this resolution will have no impact on the budget assumptions or the revenue splits.

**Staffing Impacts**

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

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

There are no staffing impacts in this resolution

**Attachments:**

Attachment A – County of Sonoma Schedule of Parking Fines and Penalties

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

3/19/13 – Adoption of Ordinance No. 6023 Repealing and Reenacting Section 18 of the Sonoma County Code.

Attachment A

# County of Sonoma Schedule of Parking Penalties

| New Vio Code | Eff Date | Old Vio Code | Description | Bail (1) | Delinq Fee (2) | Late Fee (3) |
|---|---|---|---|---|---|---|
| SCO 18-1-c-1-iv | 04/19/2013 | n/a | VISITOR PARKING | $53.00 | $47.00 | $10.00 |
| SCO 18-1-c-1-v | 04/19/2013 | SCO 18-1-2.01 | TIMED PARKING ZONE | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-1-v-a | 04/19/2013 | SCO 18-1-2.05 | OVERTIME PARKING 15 MIN. ZONE | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-1-v-b | 04/19/2013 | SCO 18-1-2.10 | OVERTIME PARKING 30 MIN. ZONE | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-1-v-c | 04/19/2013 | SCO 18-1-2.11 | OVERTIME PARKING 1 HR ZONE | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-1-v-d | 04/19/2013 | SCO 18-1-2.12 | OVERTIME PARKING 90 MIN. ZONE | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-1-v-e | 04/19/2013 | SCO 18-1-2.13 | OVERTIME PARKING 2 HR ZONE | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-1-v-f | 04/19/2013 | SCO 18-1-2.14 | OVERTIME PARKING 3 HR ZONE | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-1-v-g | 04/19/2013 | SCO 18-1-2.15 | OVERTIME PARKING 4 HR ZONE | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-2-i | 04/19/2013 | SCO 18-1-2.16 | NO OVERNIGHT PARKING | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-2-vii | 04/19/2013 | SCO 18-1-2.24 | NOT WITHIN DESIGNATED PARKING SPACE | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-1-ii | 04/19/2013 | SCO 18-1-3.02 | FREIGHT LOADING / UNLOADING ZONE | $53.00 | $47.00 | $10.00 |
| SCO 18-1-c-1-vii | 04/19/2013 | SCO 18-1-3.03 | RESERVED PARKING | $53.00 | $47.00 | $10.00 |
| SCO 18-1-c-1-iii | 04/19/2013 | SCO 18-1-3.04 | PASSENGER LOADING / UNLOADING ZONE | $53.00 | $47.00 | $10.00 |
| SCO 18-1-c-2-xii | 04/19/2013 | SCO 18-1-4-05 | DOUBLE PARKED | $73.00 | $67.00 | $10.00 |
| SCO 18-1-c-2-xiii | 04/19/2013 | SCO 18-1-4.06 | RED ZONE | $73.00 | $67.00 | $10.00 |
| SCO 18-1-c-1-i | 04/19/2013 | SCO 18-1-4.14 | POSTED "NO PARKING" | $73.00 | $67.00 | $10.00 |
| SCO 18-1-c-2-xv | 04/19/2013 | SCO 18-1-4.16 | REMOVING A CHALK MARK | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-2-xxvi | 04/19/2013 | SCO 18-3 | PARKED OVER 72 HOURS | $146.00 | $140.00 | $10.00 |
| SCO 18-1-c-2-xxiii | 04/19/2013 | SCO 20.24 | NON-PAYMENT OF DAY USE FEES | $53.00 | $47.00 | $10.00 |
| SCO 18-1-c-2-xxii | 04/19/2013 | SCO 20-24(a) | NON-PAYMENT OF OVERNIGHT FEES | $123.00 | $117.00 | $10.00 |
| SCO 18-1-c-2-xx | 04/19/2013 | SCO 20-31 | PARKING IN CLOSED COUNTY PARK | $73.00 | $67.00 | $10.00 |
| SCO 18-1-c-2-xxi | 04/19/2013 | CVC 21113(a) | PARKING OFF PAVEMENT | $146.00 | $140.00 | $10.00 |
| SCO 18-1-c-2-xiv | 04/19/2013 | CVC 22500.1 | PARKED IN POSTED FIRE LANE | $73.00 | $67.00 | $10.00 |
| SCO 18-1-c-2-xvi | 04/19/2013 | CVC 22500(a) | BLOCKING INTERSECTION | $73.00 | $67.00 | $10.00 |
| SCO 18-1-c-2-ix | 04/19/2013 | CVC 22500(b) | PARKED IN CROSSWALK | $73.00 | $67.00 | $10.00 |
| SCO 18-1-c-2-xviii | 04/19/2013 | CVC 22500(d) | PARKED WITHIN 15 FT OF FIRE DRIVEWAY | $73.00 | $67.00 | $10.00 |
| SCO 18-1-c-2-x | 04/19/2013 | CVC 22500(f) | PARKED ON SIDEWALK | $73.00 | $67.00 | $10.00 |
| SCO 18-1-c-2-xi | 04/19/2013 | CVC 22500(g) | OBSTRUCTING TRAFFIC | $73.00 | $67.00 | $10.00 |
| SCO 18-1-c-2-xxvii | 04/19/2013 | CVC 22500(i) | PARKED IN BUS LOADING ZONE | $273.00 | $147.00 | $10.00 |
| SCO 18-1-c-2-xxviii | 04/19/2013 | CVC 22500(l) | WHEELCHAIR ACCESS - SIDEWALK / RAMP | $353.00 | $147.00 | $10.00 |
| SCO 18-1-c-2-iii-b | 04/19/2013 | CVC 22502 | NOT WITHIN 18" FROM CURB | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-2-iii-d | 04/19/2013 | CVC 22502(a) | WRONG WAY (parallel) | $43.00 | $37.00 | $10.00 |
| SCO 18-c-2-iv-c | 04/19/2013 | CVC 22502(a) | WRONG WAY (diagonal) | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-1-vi | 04/19/2013 | CVC 22507.8(a) | DISABLED PRKG / NO PLACARD DISPLAYED | $353.00 | $147.00 | $10.00 |
| SCO 18-1-c-1-vi | 04/19/2013 | CVC 22507.8(b) | OBSTRUCT / BLOCK DISABLED ZONE | $353.00 | $147.00 | $10.00 |
| SCO 18-1-c-1-vi | 04/19/2013 | CVC 22507.8(c) | DISABLED CROSSHATCH LOAD / UNLOAD | $353.00 | $147.00 | $10.00 |
| SCO 18-1-c-2-vi | 04/19/2013 | CVC 22514 | WITHIN 15FT OF FIRE HYDRANT | $73.00 | $67.00 | $10.00 |
| SCO 18-1-c-2-v | 04/19/2013 | CVC 22515 | UNATTENDED VEH. BRAKE NOT SET | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-2-v | 04/19/2013 | CVC 22515(a) | UNATTENDED VEH. WITH MOTOR RUN | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-2-xvii | 04/19/2013 | CVC 22521 | PARKED WITHIN 7.5 FT OF RAILROAD | $73.00 | $67.00 | $10.00 |
| SCO 18-1-c-2-xxviii | 04/19/2013 | CVC 22522 | RAMP | $288.00 | $147.00 | $10.00 |
| CVC 22523(a)/(b) | 04/19/2013 | 22523(a)/(b) | ABANDONED VEHICLES PROHIBITED | $270.00 | $147.00 | $10.00 |
| CVC 5200 | 04/19/2013 | CVC 5200 | MISSING LICENSE PLATE(S) | $43.00 | $37.00 | $10.00 |
| CVC 5204 | 04/19/2013 | CVC 5204 | NO / EXPIRED TAGS | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-1-viii | 04/19/2013 | n/a | AUTHORIZED EMERGENCY VEHICLES ONLY | $53.00 | $47.00 | $10.00 |
| SCO 18-1-c-2-ii | 04/19/2013 | n/a | ILLEGAL PARKING | $73.00 | $67.00 | $10.00 |
| SCO 18-1-c-2-viii | 04/19/2013 | n/a | VEHICLES | $43.00 | $37.00 | $10.00 |
| SCO 18-1-c-2-xix | 04/19/2013 | n/a | OBSTRUCT W/IN 100 FT OF INTERSECTION | $73.00 | $67.00 | $10.00 |
| SCO 18-1-c-2-xxiv | 04/19/2013 | n/a | NON-PAYMENT OF AIRPORT FEES | $53.00 | $47.00 | $10.00 |
| SCO 18-1-c-2-xxix | 04/19/2013 | n/a | USE OF BIKE RACKS | $53.00 | $47.00 | $10.00 |
| SCO 18-1-c-2-xxxiv | 04/19/2013 | n/a | ADVERTISED "FOR SALE" PROHIBITED | $43.00 | $37.00 | $10.00 |

***Use California Vehicle Code where applicable (some exceptions apply)

**Late Payment Penalties**

CVC 40203.5 Payment not received 14 days after mailing notification of delinquent violation: 2x ase fine amount with late payment penalty not to exceed $150

CVC 40203.5 DMV registration hold processing fee for payment not received: $10

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California To Revise the Schedule of Parking Penalties.**

**Whereas,** the Board of Supervisors is authorized to established a schedule of parking penalties for parking violations and late payment penalties pursuant to the California Vehicle Code section 40203.5; and

**Whereas,** County Code Section 18-1 provides that the Board of Supervisors shall establish a schedule of parking penalties by resolution; and

**Whereas,** the County last revised the schedule of parking penalties in November, 2010 pursuant to Resolution 10-0811; and

**Whereas**, in March, 2013, the Board of Supervisors adopted Ordinance No. 6023, which revised the County Parking Ordinance, including, among other things, revision of parking citation designations and inclusion of additional parking restrictions; and

**Whereas**, the current schedule of parking penalties does not include the updated parking citation designations and does not include penalties for additional parking restrictions.

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

1. All of the above recitals are true and correct;

2. The Board hereby approves the Schedule of Parking Penalties attached hereto as Attachment A which supersedes the Schedule approved pursuant to Resolution 10-0811 dated November 9, 2010; the approved Schedule contains updated parking citation designations and includes fines associated with parking restrictions specified in the County Parking Ordinance, as amended.

**Supervisors:**

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

**Attachment:** Schedule of Parking Fines and Penalties

# 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 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Jane Elias 565-6483

**Supervisorial District(s):**
Countywide (1st, 2nd, 3rd, 4th, and 5th Districts)

**Title:** Administrator Services for City of Healdsburg Residential Utility Incentive Program

**Recommended Actions:**

Authorize the General Services Director to execute the Intergovernmental Service Agreement with the City of Healdsburg for the Sonoma County Energy Independence Program to act as administrator for Healdsburg's Residential Utility Incentive Program for two years ending June 30, 2015 at a not-to-exceed annual amount of $15,000.

**Executive Summary:**

In June 2012, the County of Sonoma, through S.C.E.I.P., entered into a one year pilot agreement with H.E.U. to administrate its residential rebate program, a service that historically had been provided by an out of state, third party vendor. Over the course of the last year, S.C.E.I.P. staff has fielded over 100 phone inquiries on the program hotline, provided walk-through home energy audits for twelve Healdsburg homeowners and has represented H.E.U. at eight meetings of the Northern California Power Agency. In addition, staff has represented H.E.U. at over fifteen (15) different events, revised many of the H.E.U. rebate program marketing materials and updated all ten (10) rebate forms to be fillable online and A.D.A.-compliant. S.C.E.I.P. has financed two projects in Healdsburg as a direct result of this partnership. In order to continue the positive momentum created by this successful shared services model, H.E.U. wishes to enter into a new, longer-term agreement.

Under the Intergovernmental Service Agreement (Agreement) the County of Sonoma, through S.C.E.I.P. will:

- Provide a Program Hotline - for customers with questions regarding energy efficiency rebates and solar installation incentives;
- Process rebate applications, including verification of energy efficiency and product/equipment
- Determine eligibility;
- Conduct walk-through evaluations for residential high bill complaints;
- Administer the solar incentive program;
- Engage in evaluation, measurement, and verification activities that increase the participation in and effectiveness of program;
- Represent H.E.U. at monthly Northern California Power Agency meetings;
- Provide data and information to H.E.U. for use in state reporting; and
- Leverage opportunities for rebates, financing, and outreach and education offered by S.C.E.I.P.

The City of Healdsburg Electric Utility (H.E.U.), a municipal electric utility, has 4,712 residential customers (5,727 total) with an annual 1% growth rate. Customers pay a public goods surcharge on their monthly electric bill which is used to fund the H.E.U. utility rebate program. This rebate program is used to meet the legislative requirements for Publicly Owned Utilities to make available cost effective, reliable, and feasible energy efficiency and demand reduction resources to its customers (Senate Bill 1037) and submit an annual report on energy efficiency savings and reductions in energy demand achieved by energy efficiency and demand reduction programs (Assembly Bill 2021).

The Sonoma County Energy Independence Program (S.C.E.I.P.) continually seeks opportunities to engage and facilitate the community's access to efficiency information and financing. Administration of the Healdsburg residential rebate program directly links H.E.U. customers with S.C.E.I.P. staff and programs and supports S.C.E.I.P.'s role as a clearinghouse for energy conservation education and implementation.

**The Agreement defines how the County will be reimbursed for performing the services above, as needed.** Based on the costs associated with the administration of the H.E.U. residential rebate program in FY 12-13, we anticipate the cost and revenues not to exceed $15,000.00 in FY 13-14. The original agreement had a term of one year from the execution date, with the ability to continue on a year-to-year basis with Board approval. The scope of work for the new agreement as outlined in the bullets have been revised and streamlined from the original agreement due to the "pilot program" nature of the original. Given the revised scope of work and desire by H.E.U. to enter into a longer-term agreement, we are requesting that the Board authorize the General Services Director to execute a new, two (2) year agreement with The City of Healdsburg, extendable for an additional two-year term upon mutual agreement of the General Services Director and The City of Healdsburg.

This agreement supports the County's Strategic Plan for "shared services" and collaborations with other public entities.

**Prior Board Actions:**

3/1/2011: Commencement of one-stop-shop model for S.C.E.I.P.: Board entered into grant agreement with Local Government Commission/California Energy Commission to deliver web tool portal for all relevant environmental, efficiency, and clean generation programs and resources in Sonoma County.

6/12/2012: Board Authorized the Chair to execute the Intergovernmental Service Agreement with the City of Healdsburg for the Sonoma County Energy Independence Program to act as administrator for Healdsburg's Residential Utility Incentive Program.

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

This service agreement will enable the County through the General Services Department's Energy Independence Program to continue to provide the Healdsburg residential community with awareness and access to resources to promote the reduction in energy usage, reduce greenhouse gas emissions, support employment in the green construction industry and reduce energy costs.

| Fiscal Summary - FY 13-14 | | | | | |
|---|---|---|---|---|---|
| **Expenditures** | | | **Funding Source(s)** | | |
| Budgeted Amount | $ | 15,000.00 | County General Fund | $ | |
| Add Appropriations Reqd. | $ | | State/Federal | $ | |
| | $ | | Fees/Other | $ | 15,000.00 |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **15,000.00** | **Total Sources** | **$** | **15,000.00** |

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

There are no fiscal impacts for this fiscal year. For the next two fiscal years (FY 13-14 and FY 14-15, the term of the Agreement), staff resource costs required to perform the functions of administering the Residential Utility Incentive Program will be reimbursed by the City of Healdsburg.

**Staffing Impacts**

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

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

**Attachments:**

None

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

4 copies of Intergovernmental Service Agreement between the County of Sonoma and the City of Healdsburg

# County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**
Barry Leducq 565-2847

**Supervisorial District(s):**
Three

**Title:** Main Adult Detention Facility C-Module Security Barrier Project

**Recommended Actions:**

Adopt a resolution authorizing the installation of the Main Adult Detention Facility (M.A.D.F.) C-Module Security Barrier by the County's Facility Development Management employees without competitive bidding, at a cost of $208,260.

**Executive Summary:**

**Background:**

Due to changes in the inmate population resulting from the State of California's Correction Realignment Plan, the Sheriff's Department is in the process of reorganizing the County's Main Adult Detention Facility (M.A.D.F.) to meet changing needs. As part of this reorganization, the Sheriff has relocated the mental health inmates previously housed in other single floor housing modules to two–tier F-Housing Module to consolidate mental health inmates and separate them the general population for safety reasons. This required some safety modifications be made in F-Module to allow inmates to be housed there safely. These improvements were completed in 2010. As F-Module is not of sufficient size to accommodate all inmates of this type and provide necessary flexibility of operations, the Sheriff is also planning to modify "C-Housing Module" to accommodate this type of inmate this year.

Though moving mental health inmates to C-module will facilitate the separation of the inmates from the general population, this can only be accomplished if the mezzanine level is made more secure as it represents a potential falling and/or suicide hazard. A project was funded in the Capital Project Budget to add a full height barrier around the periphery of the mezzanine. This would effectively eliminate the possibility for an inmate to injure themselves or someone else by falling from the mezzanine level.

Additionally, this project allows more flexibility for staff to comply with the State of California's Title 15 mandates for daily inmate out of cell activities (OCA). This is accomplished by effectively dividing the housing module into upper and lower floors where separate populations can be housed. This allows inmates who would not normally be allowed out of their cells at the same time the ability to move about freely and safely.

**Design & Engineering:**
Plans for the C-Module Security Barrier are largely based upon the plans and specifications developed for the F-Mod Security barrier project completed in 2010. The exact configuration of the glazing panels, doors, etc. has been tailored to the layout of C-Module. The firm of MKM Engineering was retained to design the project and provide plans and specifications for a full height, glass-clad polycarbonate barrier over the existing railing running the full length of the C-Module Mezzanine. MKM was selected through a qualifications based process in light of their excellent track record of work with the County, and their direct knowledge of the F-Mod project design and installation, which formed the basis of this project's design and engineering. Glazing, which requires a C17 license, will be performed by Ahlborn Steel.

**Construction:**
The work to be performed consists of demolition of the existing guardrail and installation of a modified suicide-prevention barrier. The work will take place within an occupied correctional housing unit within the secured perimeter of the M.A.D.F., with direct and daily exposure to inmates. California Public Contract Code requires that bids be solicited for capital improvement work that exceeds $45,000 in value; however, General Services staff recommends and County Counsel concurs that California Public Contract Code does not require competitive bidding and gives us the authority to perform this work "…where the nature of the subject of the contract is such that competitive proposals would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable, impractical, or impossible…" (Graydon v. Pasadena (1980) 104 Cal.App.3d 631). There are a number of reasons that justify not bidding this work and using the General Services Facilities Development and Management (FDM) in-house construction crew to coordinate and perform the work. These reasons are as follows:

**Work Oversight and Control:**
Construction in an occupied jail requires background clearances for workers, special attention to safe work practices, proper storage of equipment, materials and tools, and the ability to work around and within ongoing jail operations. FDM already provides ongoing maintenance and construction within the jail environment. These activities require FDM staff not only to pass extensive security background checks, but also to have specialized training regarding the safeguarding of tools and other items which could easily become weapons to inmates. Use of an outside contractor would require an extensive front end training effort of contractor personnel, require costly security background investigations, and mandate a higher level of continual supervision by jail or maintenance staff, which could significantly add to construction costs. Even with training, lack of familiarity and expertise of outside contractors would present an elevated security risk. Additionally, outside contractors working within the secure perimeter of the jail must be escorted and accompanied by FDM staff at all times and this places an additional financial encumbrance on the County. As previously noted, contractor's work activities and personnel within a secure environment need to be tightly controlled. Complying with the special and elevated security procedures and administrative processes will require additional work and time for contractors to perform the project work scope. This in turn will be reflected in higher cost overall. Further, construction in this environment may require temporary cessations of work due to operations of the M.A.D.F., which would likely result in higher costs for outside contractors due to possible delay claims.

Based on the above, it is not likely that bidding the work would provide a financial advantage, nor is there an enhanced schedule or quality outcome to be gained by competitive bidding of this project. In addition, there will likely be greater security risk with use of outside contractors. FDM staff has previously performed similar work, meeting and exceeding the quality and schedule mandates established by the project work scope. Therefore, staff recommends that the FDM in-house construction crew be allowed to perform the work required.

**Cost and Funding:**

The project cost for the C-Mod Security Barrier Project is $208,260 and is funded by the General Services Capital Project Budget.

**Alternatives – Results of Non-Approval:** Board could direct staff to bid this project. Due to the need for an external contractor to comply with multiple security and operational mandates, bidding the project will most likely increase the cost of the project and extend the completion date. If the project itself is not approved the potential for inmates to injure themselves or others will not be mitigated, additional staff time would be required to monitor inmates, and there is the potential for non-compliance with Title 15 mandates.

**Prior Board Actions:**

02-23-2010 Main Adult Detention Facility F-Module Mezzanine Security Barrier Project.

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

Making the mezzanine level more secure will reduce the likelihood of a potential fall and/or suicide hazard, in alignment with the strategic plan goal #1 of safe, healthy and caring community. Utilizing in-house workforce who have been trained on safe work practices, including proper storage of equipment, materials and tools, to safeguard these items from becoming potential weapons for inmates is also in alignment with strategic safety goals.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ | County General Fund | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

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

Work is tentatively scheduled to start in late September with completion in mid to late January, 2014. Funding for this project is available in the General Government Capital Project Budget.

**Staffing Impacts**

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

| **Narrative Explanation of Staffing Impacts (If Required):** |
| --- |
| Work will be incorporated into existing construction-crew workload. No additional FTE will be required to complete this capital project. |
| **Attachments:** |
| Resolution |
| **Related Items "On File" with the Clerk of the Board:** |
| None |

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing a project (M.A.D.F. C-Module Security Barrier Project) to be performed by County employees without competitive bidding. (4/5 Vote Required.)**

**Whereas,** the Sheriff and the County Architect have determined and demonstrated to this Board's satisfaction that certain work (M.A.D.F. C-Module Mezzanine Security Barrier Project) must be performed in the Main Adult Detention Facility (M.A.D.F.); and

.

**Whereas,** the required work consists of adding a full height barrier around the periphery of the mezzanine; and

.

**Whereas,** the required work will take place within an occupied correctional facility with exposure to inmates; and

.

**Whereas,** no existing area is readily available on site for safe and secure storage of contractors' tools and materials; and

.

**Whereas,** the presence of these tools and debris in secure areas of the jail presents significant security concerns since such items can be used by inmates as weapons; and

**Whereas,** the Sheriff's Department has determined for the foregoing reasons that allowing a private contractor to perform the work will necessarily entail serious security risks; and

.

**Whereas,** operations of the M.A.D.F. are likely to require the unexpected temporary cessation of work from time to time, creating unavoidable delays in performance of the work; and

.

**Whereas,** delays in contract work are likely to increase the cost of the work to the County if a private contractor's workers are idled or if project costs are otherwise increased by the delay; and

**Whereas,** in the event of temporary cessations of work necessitated by operations of the M.A.D.F., County staff can be required to perform other nearby work for the County during such

periods of cessation of M.A.D.F. work, thus avoiding extra costs to the County; and

**Whereas,** the performance of the work by private contractors through public bidding would require costly security background investigations of all of the contractor's personnel entering secure areas of the M.A.D.F.; and

**Whereas,** contractors are unlikely to be familiar with or use safe practices for construction work in detention facilities generally, and with policies and procedures specific to the County's M.A.D.F., and such training would be an additional expense and delay; and

.

**Whereas,** the County has existing staff in the Facilities Development and Management Unit of the General Services Department who have completed background security clearances, and who have the requisite training, experience, and qualifications to perform the work with the M.A.D.F. in a safe manner, including familiarity with M.A.D.F. policies and procedures, and who can use Facilities Operations' own existing secure space for tools and materials; and

.

**Whereas,** the estimated cost of the work is $208,260 and would otherwise be subject to competitive bidding; and.

**Now, Therefore, Be It Resolved,** that the Board of Supervisors hereby finds and declares that all of the above statements are true and correct, and that:

1. Adequate training safety and security with the M.A.D.F.: Performance of the work through competitive bidding would either (a) create safety hazards by introducing persons without training or experience in detention facility work into an operating detention facility where inmates are present, or (b) would cause the County to incur the cost of providing training to the private contractor's personnel on safe practices in detention facilities generally, and on operations in the Sonoma County M.A.D.F.. These risks and costs could be avoided by using County employees experienced in working inside the M.A.D.F. to perform the work.

2. Background security screening: Because the County already has sufficient trained and experienced employees who routinely work inside the M.A.D.F. and have undergone background screening, use of private contractors will increase the cost to the County because of the necessity of background security screening on all persons performing work in the secure areas of the M.A.D.F.

3. Costs of delay: Use of private contractors will cause extra costs to be incurred by the County whenever delays occur, whereas no such costs or minimal costs would be incurred if County employees perform the work.

4. Safe storage of equipment: Safe and secure storage for County equipment and materials already exists at the M.A.D.F., whereas a new secure storage area would have to be provided for a private contractor's equipment and materials.

5. No advantage: For these reasons, competitive bidding would not produce an advantage to the County within the meaning of Graydon v. Pasadena [104 Cal.App.3d 631] but would instead increase the cost of the project, cause delays, and compromise security within the

M.A.D.F. Advertisement of the project for bids would therefore be undesirable and impractical.

6. Facilities Development and Management are hereby authorized and directed to proceed with the M.A.D.F. C-Module Security Barrier Project.

**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: 26**
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
David Worthington 565-2809

**Supervisorial District(s):**
2nd District

**Title:** Fleet Operations Services Agreement with the City of Cotati

**Recommended Actions:**

Authorize the Department Head of General Services to execute the Agreement between the City of Cotati and the County of Sonoma General Service Fleet Operations Division to provide fleet maintenance and fleet management services to the City of Cotati for the initial term of one year at an estimated cost of $40,000.

**Executive Summary:**

In February of 2011, the Fleet Operations Division of General Services was approached by the City of Cotati to discuss the possibility of having Sonoma County Fleet Operations ("Fleet") perform vehicle and equipment maintenance of the City of Cotati ("City") fleet. In September of 2011, Fleet submitted a proposal in response to a Request for Proposal issued by the City in August of 2011. Fleet's proposal was chosen by the City as the best among four proposals submitted. The City and Fleet have developed the scope of services and method of compensating the County for fleet maintenance and management services. This agreement holds with the County's principles to provide Shared Services to local municipalities by taking advantage of economies of scale that result in a shared benefit.

Overview of Agreement:

The City has a total of 41 vehicles and equipment assigned to the City Hall, Public Works, and Police Department including sedans, pickups, medium and heavy duty trucks, trailer, and off road equipment. The agreement would assist the City in managing their vehicle and equipment assets.

The scope of services includes:

- Preventive Maintenance (PM), Repair and Safety Services
    - Management of factory warranty and recalls

- Fleet Management Services
    - Management of replacement, acquisition and disposal services of vehicles and equipment
    - Development of vehicle specifications in consultation with departments
    - Vehicle data tracking

- Financial and Information Services
    - Vehicle cost accounting – tracking vehicle cost, depreciation, and other information as required by the City
    - Monthly, quarterly and annual billing, utilization, fuel usage, and accident reports

Beyond the core fleet management scope of services noted above, County Fleet may also provide the following additional l services upon request:

- Decommissioning vehicles/equipment for sale
- State of California smog inspections
- Unscheduled Safety Inspections
- Car wash at County facility
- Motor Pool – rental vehicles
- Special vehicle up-fitting
- Field service and emergency repairs
- Fuel services through use of corporate fuel cards
- Management of contracted services
    - Towing
    - Collision damage repairs
    - Mobile tire and glass repairs and replacements

The County will be reimbursed for all services on a time and materials basis at the standard hourly rate charged to other outside agencies and County non general fund departments. There will be no additional cost to the County and the rates charged will cover all costs. A complete listing of the scope of services to be provided is included as attachment Exhibit A.

This Agreement contains provisions that allow for annual rate changes and may be amended in writing by approval of both parties for changes in services.

The agreement with the City of Cotati parallels other fleet maintenance service agreements that the County has in place with organizations such as the California Highway Patrol, Town of Windsor, City of Sonoma Police Department, Sonoma County Office of Education, and Community Development Commission. It is noteworthy that the Fleet Operations Division has been providing services to the Town of Windsor for more than 7 years since the first agreement was signed in late 2005. Adding the City of Cotati workload to our Fleet Operations division will not necessitate additional FTE at this time. Current resources are sufficient to perform the services requested.

| **Prior Board Actions:** | |
|---|---|
| None | |
| **Strategic Plan Alignment** | Goal 2: Economic and Environmental Stewardship |

This Agreement benefits the County by distributing the overhead of the Fleet Operations Division over a broader base of business, thus reducing costs to County Departments. By creating Shared Service Agreements with outside agencies, it benefits the City by allowing it to better manage and control costs by means of the County's expertise and data management system to track expenses and project the optimum life cycle for each vehicle. This allows the City to avoid incurring the expense of developing its own capability and expertise, which duplicates that already possessed by the County.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 40,000 | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ 40,000 |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 40,000** | **Total Sources** | **$ 40,000** |

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

Fleet Operations is scheduled to begin services to the City in FY 2013-14. The $40,000 expenditure is based on the last known mileage and hour meter readings supplied by the City of Cotati for their vehicles and equipment, will be recovered through billings to the City of Cotati for services rendered. The agreement will not require increasing FTE resources as current staffing levels are sufficient to perform the services noted.

**Staffing Impacts**

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

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

**Attachments:**

| **Related Items "On File" with the Clerk of the Board:** |
| --- |
| Four copies of the Fleet Services Agreement with Attachments A, Attachment A-1, Attachment A-2, Attachment B, Attachment C, and Attachment D attached to the Agreement. |

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 27**
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Teryl Phillips – 565-2143

**Supervisorial District(s):**
All

**Title:** Kathy Wood and Associates PSA Amendment #2

**Recommended Actions:**

Authorize the Chair to Execute Amendment #2 to the Agreement for Real Estate, Relocation Consulting Services with Kathy Wood and Associates, extending the term to June 30, 2014, and increasing the funding by $10,000, for a total agreement cost not to exceed $35,000.

**Executive Summary:**

General Services is requesting Board approval to increase the expenditure authority for the existing professional services agreement ("PSA") between the County and Kathy Wood and Associates and extending the term through June 30, 2014. The PSA was originally executed with this consultant June 14, 2011. The initial agreement was established to provide relocation assistance to tenants of property acquired by the County at 2755 Mendocino Avenue, Santa Rosa, CA.

The County provides relocation assistance to residents, business, farms or nonprofit organizations that have been displaced in two ways: 1) advisory assistance to aid in locating a suitable replacement; and 2) payments to reimburse displaced persons for certain costs associated with relocation, such as moving and reestablishment expenses. Provision of these services and payments is required and governed by State laws and regulation, as well as Federal laws and regulations for any project receiving Federal funding. The purpose of these laws and regulations is to provide uniform and equitable treatment of persons displaced by public projects and to minimize the hardship of displacement on such persons. (See the California Relocation Assistance Act, codified in Government Code § 7260 *et seq.* and implemented by the California Code of Regulations, Title 25 §6000 *et seq.* , and the Uniform Relocation Assistance and Real Property Acquisition Act, Codified in 42 USC Chapter 61 and implemented by 49 Code of Federal regulations, Part 24.

The County has determined that additional consultant services are required in anticipation of the need to process pending and new relocation claims and any related administrative appeals through June 30, 2014. Therefore, General Services is requesting Board approval to increase expenditure authority for

the existing PSA between the County and Kathy Wood and Associates. A one-year term extension is also requested, with the agreement to expire June 30, 2014.

The additional cost for services associated with this amendment will not exceed $10,000, for a total cumulative contract value of $35,000. Costs are included under the General Services Department budget.

**Prior Board Actions:**

3/20/2012 Board Approval of Sonoma County Relocation Appeals Process

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

This PSA Amendment will assist the County in meeting its mandated responsibility to provide timely and efficient processing of relocation assistance claims, and in meeting the related needs of the community through the use of a qualified consultant with expertise in the delivery of these specialized public services.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 10,000 | County General Fund | $ 10,000 |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 10,000** | **Total Sources** | **$ 10,000** |

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

**Staffing Impacts**

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

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

None.

| **Attachments:** |
| --- |
| None. |
| **Related Items “On File” with the Clerk of the Board:** |
| 5 Copies of Amendment #2 to the Agreement for Consulting Services with Kathy Wood and Associates. |

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 28**
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Teryl Phillips 565-2143

**Supervisorial District(s):**
Third

**Title:** City of Santa Rosa Sewer Project

**Recommended Actions:**

Approve and authorize the General Services Director to:
1) Execute an Agreement for the Reconveyance and Conveyance of Easements in favor of the City of Santa Rosa for County property located on Administration Drive, between Mendocino Avenue and County Center Drive, Santa Rosa;
2) Execute an Easement Grant Deed and other documents necessary to effect conveyance of the easement in a form approved by County Counsel for the afore mentioned property;
3) Execute a Certificate of Acceptance for reconveyance of the existing easement by the City of Santa Rosa in compliance with Government Code section 27281.

**Executive Summary:**

**Agreement for Easement Relocation**
General Services is requesting Board approval to enter into an Agreement for the Reconveyance and Conveyance of Easements with the City of Santa Rosa ("City"), in order to relocate and replace an obsolete section of the City's sanitary sewer system situated on County property along Administration Drive.

At present, the City's sanitary sewer facilities are located within an easement situated adjacent to Paulin Creek between Mendocino Avenue and County Center Drive. Under the proposed Agreement, that portion of the easement would be reconveyed back to County by the City under a recorded Quit Claim Deed. In addition, the County would convey a new easement located within Administration Drive to City under a recorded Easement Grant Deed.

**Sewer Project Description**
Existing sewer lines and manholes in the vacated easement area will be appropriately abandoned following best management practices for safety and left in place by City to avoid unnecessary adverse impacts to County landscape areas and Paulin Creek. Project construction in this area may commence in

mid-summer 2013, with all work in the vicinity of the creek to be completed by October. However, if work adjacent to the creek cannot be completed prior to onset of the rainy season, all project construction, including the Administration Drive street area work, may be delayed until spring 2014.

Temporary closure of a portion of existing street parking along Administration Drive will be necessary during the construction period, in order to accommodate two-way traffic and sufficient work space for installation of the new sewer lines in the street. General Services staff will coordinate with the City to minimize circulation and parking impacts to County operations.

A Mitigated Negative Declaration was issued by the City in conformance with California Environmental Quality Act requirements for this project.

**Procedural Authority and Requirements**

Government Code Section 25526.6 provides that the Board of Supervisors may convey an easement for use of real property to the State, or any County, City, District or public agency upon a finding that the conveyance is in the public interest and that the interest in the land conveyed will not substantially conflict or interfere with the use of the property by the County.

County staff has determined that the proposed City easement within Administration Drive will not conflict with County use of the property. The proposed Agreement for the Reconveyance and Conveyance of Easements contains provisions specifying that the easement area required by the City is for a public purpose for which the City may exercise power of eminent domain, and that the Agreement constitutes a compromise and settlement in lieu of the time and expense of litigation to resolve any dispute over compensation for the easement area. Board approval of the Agreement will satisfy the requirement for findings to be made in accordance with Government Code Section 25526.6.

Government Code Section 27281 specifies that deeds or grants conveying an easement upon real estate to a governmental agency for public purposes shall not be accepted for recordation without the consent of the grantee evidenced by a certificate or a resolution of acceptance. . Staff requests the Board authorize the General Services Director to execute a Certificate of Acceptance to accept the City's Quit Claim Deed following City execution of the Agreement and receipt of the Quit Claim.

**Recommendations**

General Services staff recommends that the Board approve and authorize the General Services Director to execute the Agreement. Following City execution of the Agreement and upon receipt of the City-executed Quit Claim Deed, the General Services Director will execute 1) an Easement Grant Deed in favor of the City for the new easement in Administration Drive, and 2) a Certificate of Acceptance for reconveyance of the existing easement along Paulin Creek back to the County.

**Prior Board Actions:**

None.

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

Execution of the Agreement with the City of Santa Rosa and conveyance of the requested sanitary sewer easement will permit abandonment of an older portion the City's existing sewer system and installation of new facilities under the street on Administration Drive. The relocated facilities will be designed to meet future public service needs, allow for easier maintenance, and minimize the potential for adverse impacts to County landscape areas and the creek.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

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

No fiscal impact

**Staffing Impacts**

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

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

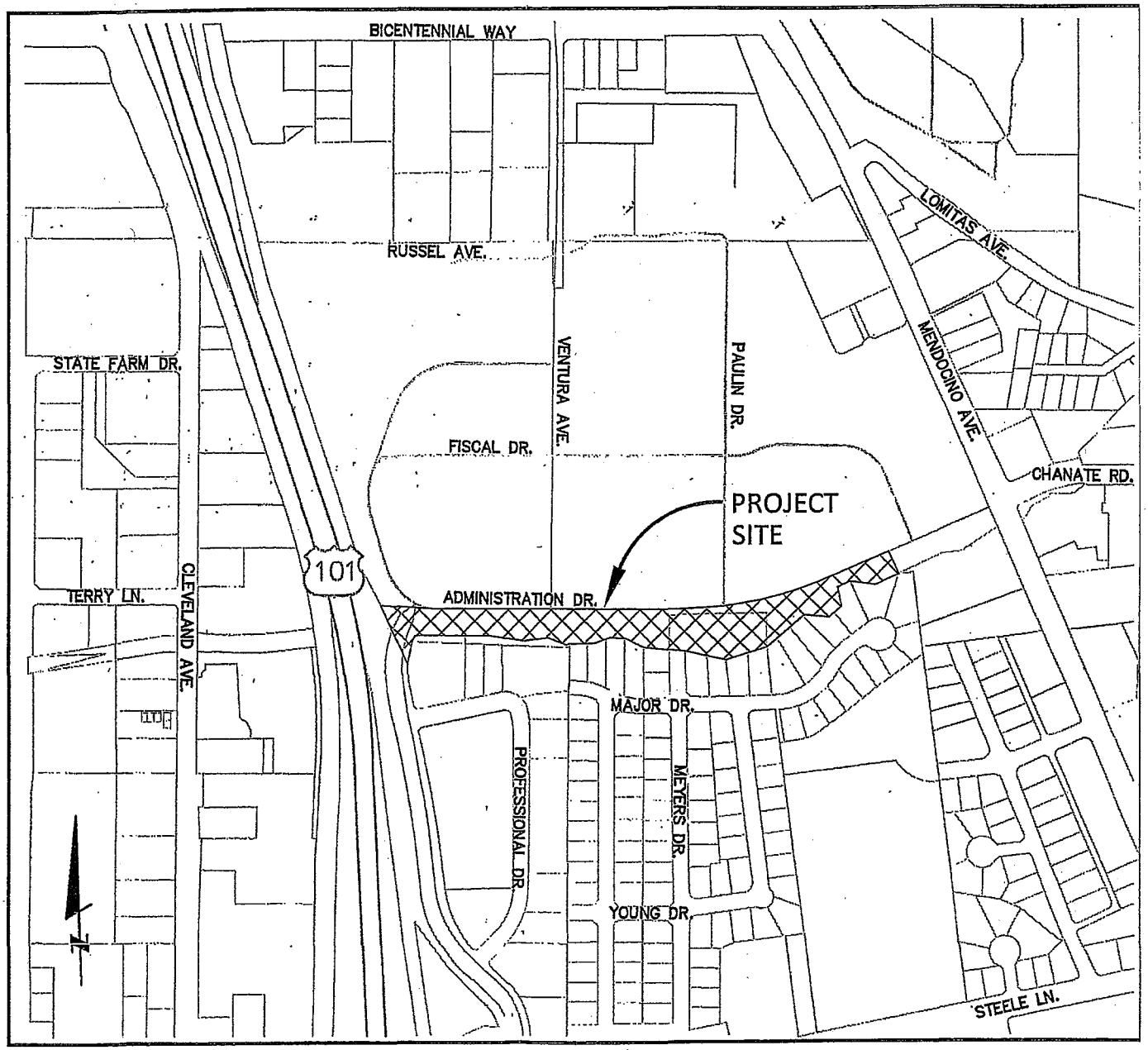
None.

**Attachments:**

Location Map

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

Agreement for the Reconveyance and Conveyance of Easements




**LOCATION MAP**

NOT TO SCALE

City of Santa Rosa

Administration Drive Sewer Project

# 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 of the County of Sonoma |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | General Services/Economic Development Board |
| **Staff Name and Phone Number:** | Teryl Phillips, GS 565-2143<br>Albert Lerma, EDB – 565-6428 |
| **Supervisorial District(s):** | All |
| **Title:** | Economic Development Board Lease for 141 Stony Circle |

**Recommended Actions:**

Authorize the Clerk to publish a notice, declaring the Board's intention to execute a lease with Madalyn, LLC, for approximately 5,286 sq. ft. of office space in the building located at 141 Stony Circle, Santa Rosa, at an initial rate of $1.40 per sq. ft. per month (approximately $7,400.40 per month or $88,804.80 per year), and subject to adjustment as more particularly described in said lease, for an initial four-year term, with four 1-year options to extend.

**Executive Summary:**

**Program Needs.** The Sonoma County Economic Development Board (EDB) staff has grown significantly in the past year, growing from 4.5 FTEs to 9 FTEs in the past year due to an expanded mission and workload. Staffing additions include the Business Retention Program Manager, Green Business Coordinator, the Business Assistance Officer, and the Worksite Wellness Coordinator.

Due to staffing increases, EDB has exceeded its space capacity and is unable to expand or reconfigure the current offices located on College Avenue to meet staff workspace needs, and the increased demand for conference rooms, restrooms and parking necessary to accommodate staff and visitors.

EDB has worked with the General Services over the past five months to identify potential relocation options. The 5,286 sq. ft office space located at 141 Stony Circle was determined by General Services to meet EDB's expanded needs. The proposed space can accommodate all anticipated staff workspace needs, and includes conference and break rooms, storage, common area restroom facilities, and sufficient on-site parking. Exhibit A and Exhibit B, attached, respectively depict the proposed premises and site plan.

**Proposed New Lease Terms**
The occupancy date is proposed to occur on or about October 1, 2013. Pursuant to negotiations with the Landlord, the proposed rental rate of $1.40 per sq. ft. for year one of the lease term approximates market value as determined by the Interim Real Estate Manager. The base rent will be adjusted annually as described in the attached summary of the proposed lease terms (See Exhibit C attached). The new lease rate represents first year savings of $0.22 per sq. ft. over the current lease rate of $1.62 per sq. ft for the space on College Avenue.

**Lease Concessions.** County will not be required to pay rent until the later of the following dates: (a) fifteen days after substantial completion of the landlord's tenant improvement work, or (b) the date on which EDB commences business operations in the premises.

**Funding.** Costs associated with the relocation are estimated to be $56,000, including: voice data service, network installation, equipment and furniture relocation and installation, and cubicle additions. EDB's budget cannot absorb the costs associated with the move and will require increased appropriations from the Advertising Fund. Appropriations for the actual costs incurred will be included in a quarter budget adjustment following completion of the move.

**Procedural Requirements**.
Pursuant to Government Code section 25350, the Board of Supervisors may enter into a lease agreement as a Tenant for transactions exceeding a value of $50,000 and for terms in excess of 3 years, following publication of a notice declaring the Board's intent in accordance with Government Code section 6063.

**Recommendations.** Authorize the Clerk to publish a notice, declaring the Board's intention to execute a lease with Madalyn, LLC, for approximately 5,286 sq. ft. of office space in the building located at 141 Stony Circle, Santa Rosa, at an initial rate of $1.40 per sq. ft. per month (approximately $7,400.40 per month or $88,804.80 per year), subject to adjustment as more particularly described in said lease, for an initial four-year term, with four 1-year options.

This matter will return to the Board at 8:30 A.M. on or after July 30, 2013, for possible consummation of the proposed lease.

**Prior Board Actions:**

None

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

The Economic Development Board Foundation strives to enhance the value of local, domestic, and international demand for Sonoma County produced goods and services through the creation and development of economic research, analysis, and programs.

| Fiscal Summary - FY 13-14 | | | | | |
|---|---|---|---|---|---|
| **Expenditures** | | | **Funding Source(s)** | | |
| Budgeted Amount | $ | | | $ | |
| Add Appropriations Reqd. | $ | 56,000 | State/Federal | $ | |
| | $ | | Fees/Other | $ | 56,000 |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **56,000** | **Total Sources** | **$** | **56,000** |

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

In planning for this move and the corresponding increase in annual rent expense ($40,330/yr), EDB was able to reduce expenditures in other budget line items in order to absorb the increase in annual rent expense in the FY 13/14 adopted budget. However, the one-time moving costs were unknown and the FY 13/14 budget cannot accommodate the estimated move costs of $56,000. EDB staff recommends increased appropriations from the Advertising Fund to the EDB to cover these costs. If approved, the actual costs will be included in the first quarter consolidated budget adjustments.

**Staffing Impacts**

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

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

N/A

**Attachments:**

Exhibit A – premises (A1) and space plan (A2)
Exhibit B – site plan – 141 Stony Circle
Exhibit C - summary of the proposed lease terms
Public Notice

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

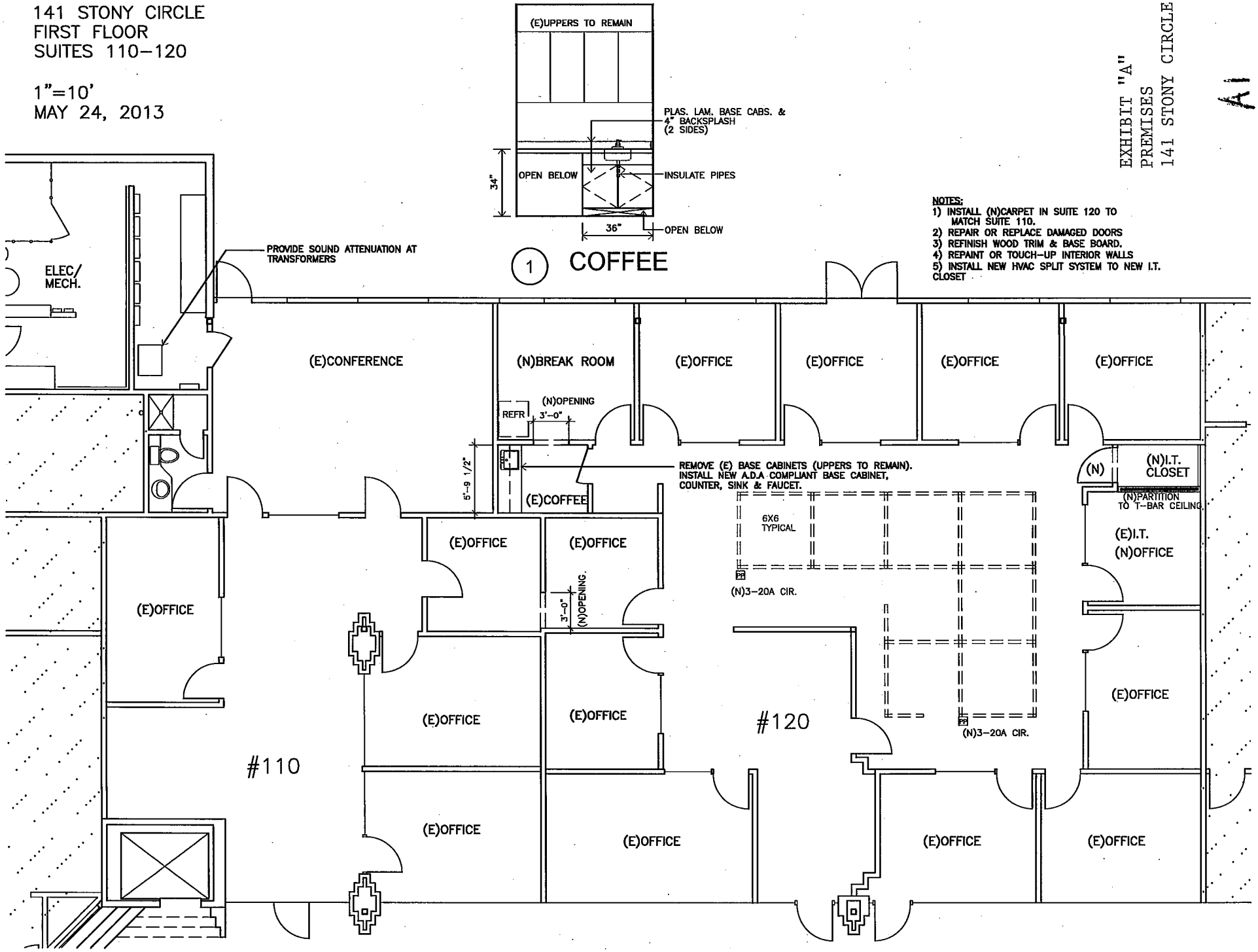
Copy of lease for 141 Stony Circle

141 STONY CIRCLE
FIRST FLOOR
SUITES 110–120

1"=10'
MAY 24, 2013

EXHIBIT "A"
PREMISES
141 STONY CIRCLE

A1




NOTES:
1) INSTALL (N)CARPET IN SUITE 120 TO MATCH SUITE 110.
2) REPAIR OR REPLACE DAMAGED DOORS
3) REFINISH WOOD TRIM & BASE BOARD.
4) REPAINT OR TOUCH-UP INTERIOR WALLS
5) INSTALL NEW HVAC SPLIT SYSTEM TO NEW I.T. CLOSET

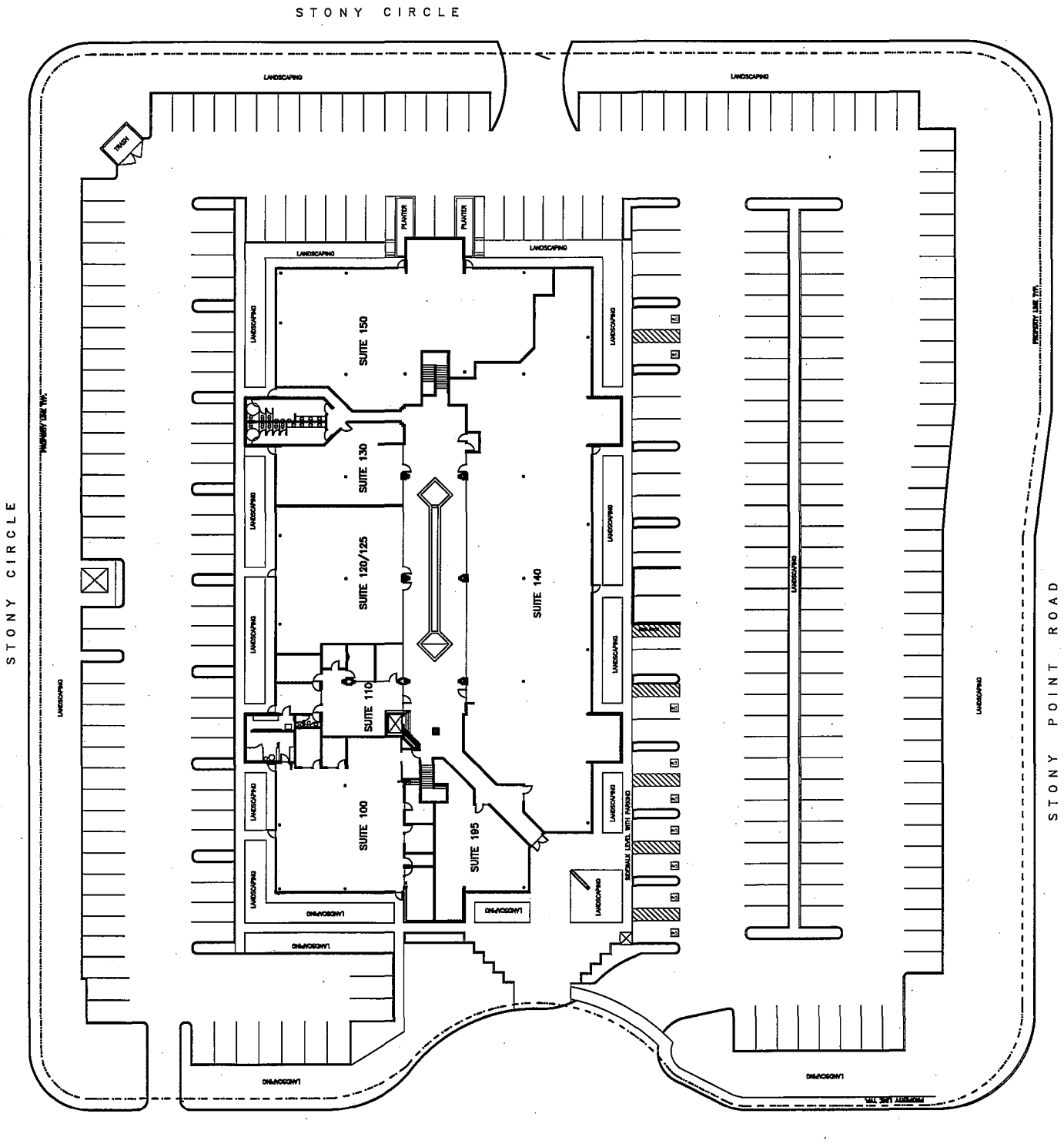



EXHIBIT "B"
SITE PLAN
141 STONY CIRCLE

**Exhibit C**

**Summary of Proposed Lease Terms**
**EDB Lease for 141 Stony Circle**

| | |
|---|---|
| Premises: | Approximately 5,286 rentable s.f. of office space located in the building commonly known as 141 Stony Circle, in the City of Santa Rosa. |
| Parking: | County and its visitors will have rights to use free of charge 4 parking spaces per 1,000 s.f. of Rentable Area (including all Option Space occupied) |
| Initial Term: | 4 years with four 1-year options to extend the term |
| Rental Rate: | The monthly Base Rent for the Premises during the Initial Term will be adjusted as follows:<br><br>Year 1: $7,400.40 ($1.40 per rentable s.f.)<br>Year 2: $7,664.70 ($1.45 per rentable s.f.)<br>Year 3: $7,894.64 ($1.49 per rentable s.f.)<br>Year 4: $8,131.48 ($1.54 per rentable s.f.) |
| Option Rent: | The monthly rent payable by County during the first and subsequent option terms will be as follows:<br><br>1st Option Term: $8,538.05 ($1.62 per rentable s.f.)<br>2nd Option Term: $8,794.20 ($1.66 per rentable s.f.)<br>3rd Option Term: $9,058.02 ($1.71 per rentable s.f.)<br>4th Option Term: $9,329.76 ($1.76 per rentable s.f.) |
| Tenant Improvements: | The premises will be improved by the Landlord to meet the specific design requirements of EDB, pursuant to the schematic design reflected in the attached plan labeled “Exhibit A Premises”. The Landlord will pay for all architectural and other design services, completion of construction documents and permitting for construction of the tenant improvements associated with improvements in Exhibit A. Design development documents will be submitted for approval by County. |
| Termination: | The County may terminate the lease upon 90 days notice under the following events: |

a) The Board fails to appropriate sufficient funds for the property rental
b) The Board discontinues in whole or in part the program or agency for which the premises was leased
c) Funding for which the premises was leased is reduced or withdrawn

In addition, the County may terminate the lease for discretionary reasons upon delivery of 90 days notice and payment of a lease termination fee equal to the unamortized value of the lease concessions as of the lease termination date.

# PUBLIC NOTICE

## OF INTENT OF COUNTY TO LEASE REAL PROPERTY

NOTICE IS GIVEN that the Sonoma County Board of Supervisors intends to authorize the Director of the Department of General Services, or his Deputy, to lease approximately five thousand two hundred eighty-six 5,286 sq. ft. of improved office space, in Suites 110 and 120 of that certain office building ("Building") located at 141 Stony Circle, Santa Rosa, California, for use by the Economic Development Board. The Board intends to lease the premises from Madalyn, LLC, a Delaware limited liability corporation, for the base monthly full service rental of One and 40/100 Dollars ($1.40) per sq. ft. of office space, said rental subject to increase as set forth in the proposed lease, for a four (4) year term, plus options. Additional information regarding the proposed lease is available for public review at the Office of the Director of the Sonoma County General Services Department, 2300 County Center Drive, Suite A200, Santa Rosa, California 95403. The Board of Supervisors will meet on or after July 30, 2013, at 8:30 a.m. at the Sonoma County Administration Building, Room 102A, 575 Administration Drive, Santa Rosa, California to consummate the lease.

Clerk of the Board of Supervisors

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

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 30**
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Department of Health Services

**Staff Name and Phone Number:**
Rita Scardaci, 565-4700

**Supervisorial District(s):**
Countywide

**Title:** Animal Care and Control License Fees

**Recommended Actions:**

Adopt a Resolution amending the effective date of approved new and amended Department of Health Services Public Health Animal Care and Control license fees from July 1, 2013 to September 1, 2013 to allow for uniform implementation of fees.

**Executive Summary:**

The Department requests the Board of Supervisors adopt a resolution amending the effective date of approved new and amended Department of Health Services Public Health Animal Care and Control (ACC) license fees from July 1, 2013 to September 1, 2013 to allow for uniform implementation of fees.

**Dog License and Penalty Fees**

Sonoma County Animal Care and Control (SCACC) provides sheltering, administrative, and field services for unincorporated areas of the County, the City of Santa Rosa, and the Town of Windsor, and is responsible for rabies control for the entire County. Dog licensing is an integral component of the SCACC rabies prevention strategy as licensing data is used to access the level of rabies prevention in dogs and report compliance with state rabies vaccination requirements.

On April 23, 2013, the Sonoma County Board of Supervisors established the following new and amended license fees for all jurisdictions serviced by SCACC with an effective date of July 1, 2013:

| Public Health ACC Fees | | |
|---|---|---|
| License Fees | FY 12-13 Rate | FY 13-14 Rate |
| Dog – Altered | 19.50 | 25.00 |
| Dog – Unaltered | 42.00 | 100.00 |
| Dog – Altered – Senior | 9.75 | 12.50 |
| Expired License Penalty | 0.00 | 40.00 |

According to the contract with the City of Santa Rosa, fees collected for Santa Rosa residents must be

approved by the Santa Rosa City Council in their City Ordinance. The contract with the Town of Windsor specifies that the County will collect fees pursuant to the County's adopted fee schedule. The Santa Rosa City Council is expected to adopt the new fees by the end of August 2013. To avoid delays in the future, staff will continue to work closely with its contracted partners to ensure timely implementation of fee adjustments.

DHS proposes amending the effective date for fee implementation from July 1, 2013 to September 1, 2013 to allow a uniform implementation of the new fees for all jurisdictions.

SCACC will proceed with changes necessary in its invoicing system to accommodate the new fee structure. The additional time until implementation will allow for more time to complete system improvements to provide online access to licensing, streamline the licensing process, and provide a more customer-friendly and understandable dog license invoice.

While a two month delay in implementation of the new and amended fees is projected to result in a revenue loss of approximately $62,000 for FY 13-14, it will not have any impact on SCACC operations. DHS will adjust FY13-14 program revenues and expenses through the first quarter consolidated budget process utilizing projected salary savings to offset lost revenue.

Santa Rosa licenses comprise approximately 39 percent of licenses issued by SCACC. An implementation delay for Santa Rosa will result in loss of revenue of approximately $24,000. Although loss of revenue would be mitigated, a short term implementation of a segregated fee structure would result in an uneven and confusing fee structure for the public.

**Prior Board Actions:**

On April 23, 2013 the Board adopted a Resolution adopting Health Services new and amended fees effective July 1, 2013 to recover the reasonable cost of providing Public Health services.

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

Recovering the reasonable costs of providing Public Health Services helps to ensure quality services are provided to the community.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 0 | County General Fund | $ | 0 |
| Add Appropriations Reqd. | $ | -62,000 | State/Federal | $ | 0 |
| | $ | | Fees/Other | $ | -62,000 |
| | $ | | Use of Fund Balance | $ | 0 |
| | $ | | Contingencies | $ | 0 |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **-62,000** | **Total Sources** | **$** | **-62,000** |

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

Adjustments to the FY 13-14 Department budget will be addressed through the first quarter consolidated budget adjustment process.

| Staffing Impacts | | | |
|---|---|---|---|
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |
| **Narrative Explanation of Staffing Impacts (If Required):** | | | |
| N/A | | | |
| **Attachments:** | | | |
| Resolution | | | |
| **Related Items "On File" with the Clerk of the Board:** | | | |
| None | | | |

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☑ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Amending the Effective Date of Approved New and Amended Department Of Health Services, Public Health Animal Care and Control License Fees from July 1, 2013 to September 1, 2013.**

**Whereas,** on April 23, 2013 the Board of Supervisors is authorized and established Department of Health Services Public Health Animal Care and Control ("ACC") license fees to be effective July 1, 2013.

**Whereas,** in August 2000 the County of Sonoma and the City of Santa Rosa entered into an Animal Shelter Agreement ("ASA") the contract for the provision of certain animal care and control services including the collection of license fees.

**Whereas,** the ASA provides that the County shall collect all fees, penalties, fines and other charges as imposed by the City Ordinance.

**Whereas,** as of July 1, 2013 the City of Santa Rosa will not have updated the license fees in their City Ordinance to be consistent with the license fees approved by the Board on April 23, 2013.

**Whereas,** a delay in the effective date of license fee from July 1, 2013 to September 1, 2013 is necessary to allow for the City of Santa Rosa an opportunity to approve the new license fees and provide the Department of Health more time to complete system improvements to provide for online access to licensing and to improve and streamline the licensing process.

**Now, Therefore, Be It Resolved** that to allow for uniform implementation of the increased ACC license fees in all jurisdictions, it is necessary to amend the effective date of the license fees set forth below from July 1, 2013 to September 1, 2013.

**Be It Further Resolved** that in all other respects, Resolution No. 13-0158 setting fees effective as of July 1, 2013, and any fee modifications established by subsequent resolution, shall remain in full force and effect.

**Be It Further Resolved** that if any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portion of this resolution.

**Be It Further Resolved** that the following ACC license fees contained in the Resolution # 13-0158 are hereby amended to have an effective September 1, 2013.

| **Public Health Animal Care and Control** | |
|---|---|
| License Fees | |
| Dog – Altered | 25.00 |
| Dog – Unaltered | 100.00 |
| Dog – Altered – Senior | 12.50 |
| Expired License Penalty | 40.00 |

**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: 31**
(This Section for use by Clerk of the Board Only.)

| | |
|---|---|
| **To:** | Board of Supervisors of Sonoma County |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | Department of Health Services |
| **Staff Name and Phone Number:** | Rita Scardaci, 565-4778 |
| **Supervisorial District(s):** | Countywide |
| **Title:** | Community Garden Network Program Agreement |

**Recommended Actions:**

Authorize the Director of Health Services to execute the first amendment to an agreement with Daily Acts to support the Community Garden Network, increasing the contract by $41,000, resulting in a new total not to exceed amount of $61,000, and extending the contract from June 30, 2013 to June 30, 2014.

**Executive Summary:**

This item requests approval to execute the first amendment to an agreement with Daily Acts to support the Community Garden Network, expanding the scope of services and increasing the contract by $41,000, resulting in a new total not to exceed amount of $61,000, and extending the contract from June 30, 2013 to June 30, 2014.

On October 23, 2012, the Board of Supervisors adopted a resolution to support the Sonoma County Healthy and Sustainable Food Action Plan (Food Action Plan). The Food Action Plan provides a countywide policy and programmatic framework to stimulate and coordinate improvements in our food system.

Under the fiscal guidance of Daily Acts, the Community Garden Network is instrumental in advancing the recently adopted Sonoma County Healthy and Sustainable Food Action Plan, supporting the Department of Health Services' (DHS) overarching values, and supporting the goals of the Department's Strategic Plan. Specifically, the Community Garden Network works to build partnerships and coordinate activities to support the Department's following Strategic Plan objectives:

- Sonoma County residents, workers, and visitors have access to and consume healthy food
- All sectors in the community actively support health outcomes
- DHS makes strategic investments focused on prevention
- Health disparities are reduced
- Community is aware of available services and resources
- Community partnerships are strengthened

In addition, the Community Garden Network supports efforts to align with the following sub-goals of the Food Action Plan:

1.2 - Promote the use of public land for food production

1.4 - Support public and private incentives for food producing land

2.2 - Work towards sustainable water use and encourage conversation practices to save water and conserve energy

3.4 - Support the cultivation of culturally appropriate crops

6.3 - Connect surplus food with need

7.1 - Promote food growing in home, neighborhood, and school settings

7.2 - Establish and expand affordable and accessible education programs for basic cooking, food preservation, nutritional skills, and green practices

10.1 - Support the development and inclusion of community leaders from underrepresented communities

10.2 - Increase the participation of community members from underrepresented communities

11.1 - Improve our ability to feed ourselves from food grown and raised locally

11.2 - Support an emergency food system that meets the immediate needs of all food insecure people in Sonoma County

11.3 - Strengthen and diversity the local food system to better cope with disasters and long-term changes

In April 2012, DHS released a Sonoma County Community Garden Support Request for Proposals (RFP). Daily Acts was the successful proposer, entering into an agreement with the County for community garden support in August 2012. As of January 2013, the Community Garden Network, under the fiscal oversight of Daily Acts, has conducted outreach to community gardens, completed a needs assessment, conducted over 45 site visits, and identified 82 community gardens in Sonoma County. The Network also planned and implemented a community garden event to convene garden representatives and discuss effective models, data from the needs assessment, best practices, leadership development, and next steps.

The RFP stated that initial funding would be awarded for the 2012-2013 fiscal year, but that the initial agreement could be expanded in scope and funding through 2015 contingent upon additional funding, funder approval, satisfactory performance, and a negotiated scope of work and budget. The proposed amendment to the initial agreement extends the term to July 2014 and outlines an expanded scope of work to include the following activities to advance sub-goals in the Food Action Plan and expand community capacity:

- Develop and implement an intensive leadership training for community garden leaders to include mentoring and community participation
- Provide community garden material assistance
- Provide technical assistance to community gardens
- Link community garden policy needs with the Sonoma County Food System Alliance policy work
- Conduct community garden public outreach and awareness

Shifting any large-scale system takes dedication and time, and will require collaboration and innovation. Community gardens help to achieve the Food Action Plan sub-goals and are a critical cornerstone for

community engagement, food access, social equity, and healthy eating opportunities.

**Prior Board Actions:**

11/3/12: Approved the Department of Health Services Strategic Plan; 10/23/12: Sonoma County Healthy and Sustainable Food Action Plan (Action Plan); 3/20/12: Regional Foods Update; 8/9/11: Report on County Lands for Food Production and report on February 2011 Sonoma County Food Forum; 8/9/11: Directed the Department of Health Services to work with the Sonoma County Food System Alliance, County Departments, and other partners to develop a Sonoma County Healthy and Sustainable Food System Action Plan and Recommendations**.**

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

The Community Garden Network is instrumental in advancing the recently adopted Sonoma County Healthy and Sustainable Food Action Plan.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 41,000 | County General Fund | $ | 0 |
| Add Appropriations Reqd. | $ | 0 | State/Federal | $ | 41,000 |
| | $ | | Fees/Other | $ | 0 |
| | $ | | Use of Fund Balance | $ | 0 |
| | $ | | Contingencies | $ | 0 |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **41,000** | **Total Sources** | **$** | **41,000** |

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

Source of funding is Intergovernmental Transfer (IGT). Funding of $41,000 is included in the FY 13-14 Proposed Budget.

**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:**

Daily Acts Community Garden Network Program Amendment

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

None

**MODIFICATION NUMBER ONE OF AGREEMENT FOR SERVICES**
**BETWEEN COUNTY OF SONOMA AND**
**DAILY ACTS ORGANIZATION**

On August 28, 2012, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as "County," and Daily Acts Organization, a 501(c)(3) non-profit corporation hereinafter referred to as "Contractor," entered into a service agreement.

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

1. Provision 1.1 is hereby revised to read as follows:

1.1 Contractor's Specified Services. Contractor shall perform the services described in "Exhibits A and A2 – Scope of Work" attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

2. Provision 2 is hereby revised to read as follows:

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

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 and Exhibit B2, provided, however, that total payments to Contractor shall not exceed the total sum of sixty-one thousand dollars ($61,000), without the prior written approval of County.

Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

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

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

3. Provision 3 is hereby revised to read as follows:

3. Term of Agreement. The term of this Agreement shall be from Effective Date to June 30, 2014 unless terminated earlier in accordance with the provisions of Article 4 below.

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 22nd day of May, 2013.

**CONTRACTOR:**

By: Trathen Heckman Date: 5.22.13

Trathen Heckman, Executive Director
Daily Acts Organization

**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: 5/22/13

Division Director or Designee

# Exhibit A2
# Scope of Services

| FY 12/13 Scope of Services | FY 13/14 Scope of Services | DHS Strategic Plan Goal: Mobilize the Community | DHS Strategic Plan Goal: Improve Health and Community Well-Being | FSA Action Plan Goals* |
|---|---|---|---|---|
| **NETWORK RESOURCES** | | | | |
| Gardens directory/gardens contact information | Continue, improve, and expand activities of FY 12/13 scope | X | X | 6.3, 7.1, 10.2, 11.1, 11.2 |
| Annual gatherings for networking, resource sharing | | | | |
| Organization of subregional community garden networks | | | | |
| Online discussion forum/classifieds for garden members | | | | |
| Facilitation of mentoring/partnering opportunities within Network | | | | |
| Where resources allow, provide Spanish translation | | | | |
| **INFORMATION AND EDUCATIONAL RESOURCES** | | | | |
| Basic website | Continue, improve, and expand activities of FY 12/13 scope | X | | 1.2, 2.2, 6.3, 7.1, 11.1, 11.2 |
| Email announcements/e-newsletters | | | | |
| Notifications of funding opportunities, trainings, classes, events of interest | | | | |
| Written articles and manuals on gardening, leadership/management, organizing | | | | |
| Links to other organizations of interest, partner organizations | | | | |
| Where resources allow, provide Spanish translation | | | | |
| **PUBLIC OUTREACH AND AWARENESS** | | | | |
| Basic website and print materials – gardens directory and map | Continue, improve, and expand activities of FY 12/13 scope | X | X | 6.3, 7.1, 10.2, 11.1, 11.2 |
| Outreach and participation at events such as 350 garden challenge | | | | |
| Cross-promotion with partner organizations | | | | |
| Outreach gardening opportunities and importance of community gardening | | | | |
| Outreach volunteer opportunities in gardens | | | | |
| Assistance/production of events such as Grateful Bed, County Fair exhibit on community gardens | | | | |
| Where resources allow, provide Spanish translation | | | | |
| **TRAINING AND DIRECT EDUCATION** | | | | |
| Resource list of garden and leadership trainers | Continue, improve, and expand activities of FY 12/13 scope, ***and*** | X | X | 2.2, 3.4, 7.1, 11.1 |
| Announcements of trainings/classes by others | Facilitation of gardening and leadership training through workshops, classes, demonstrations, and mentoring | X | X | 2.2, 3.4, 7.1, 10.1, 11.1 |
| | Work with partners to increase youth education/training opportunities in gardening and cooking | | X | 3.3, 7.1, 7.2, 10.1, 11.1 |
| | Partner with organizations promoting healthy eating/nutrition education to increase educational opportunities | | | 3.4, 7.1, 7.2, 11.1 |

| FY 12/13 Scope of Services | FY 13/14 Scope of Services | DHS Strategic Plan Goal: Mobilize the Community | DHS Strategic Plan Goal: Improve Health and Community Well-Being | FSA Action Plan Goals* |
|---|---|---|---|---|
| **MATERIAL ASSISTANCE** | | | | |
| List of where to find gardening materials | Continue, improve, and expand activities of FY 12/13 scope, ***and*** | | X | 7.1, 11.1 |
| | Organization of discount program for community gardens at local businesses | | X | 7.1, 11.1 |
| | Solicitation and distribution of materials such as plants, seeds, compost, tools, etc. at no or low cost | | X | 7.1, 11.1 |
| | Provide fundraising and grantwriting assistance to gardens | | X | 7.1, 11.1 |
| **INFORMATION AND EDUCATIONAL RESOURCES** | | | | |
| List of gardening consultants | Continue, improve, and expand activities of FY 12/13 scope | | X | 7.1, 11.1 |
| Assessment and referral to consultants/trainers or partner organizations | | | | |

***Food System Action Plan Goals Addressed:**

1.2 Promote the use of public land for food production
2.2 Work towards Sonoma County sustainable water use and encourage conservation practices to save water and conserve energy
3.3 Expand the capacity of the local food supply chain to create more jobs in Sonoma County
3.4 Support the cultivation of culturally appropriate crops
6.3 Connect surplus food with need
7.1 Promote food growing in home, neighborhood, and school settings
7.2 Establish and expand affordable and accessible education programs for basic cooking, food preservation, nutritional skills, and green practices
10.1 Support the development and inclusion of community leaders from underrepresented communities
11.1 Improve our ability to feed ourselves from food grown and raised locally
11.2 Support an emergency food system that meets the immediate needs of all food insecure people in Sonoma County
11.3 Strengthen and diversify the local food system to better cope with disasters and long-term changes

**Exhibit B2**
**Budget**

| TYPE OF EXPENSE | BUDGET | BUDGET JUSTIFICATION |
|---|---|---|
| **PERSONNEL** | | |
| Daily Acts Operations Director | 4,100 | $45/hour x 91 hours |
| Fringe Benefits | - | |
| **Subtotal Personnel** | **4,100** | |
| **OPERATING/NON-PERSONNEL EXPENSES** | | |
| Communications | 360 | Phone contract |
| Copying/Printing | 700 | Meeting handouts, training literature, promotional materials, etc. |
| Travel Expenses | 600 | Based on $0.565/mile |
| Meeting Costs | 1,500 | Space rental, food, child care, etc. |
| Liability Insurance | 800 | Fiscal sponsor carries policy |
| Public Outreach and Awareness Activities | 500 | Website costs, promotional materials design, advertising, tabling fees, etc. |
| Office supplies, equipment, postage | 500 | Paper, pens, notepads, binders, cameras for community gardens PhotoVoice project |
| Staff and Volunteer Development | 200 | Workshops, classes, conferences, retreat, meeting facilitation, etc. |
| Network Member Education & Trainings | 480 | Classes, training, educational materials development, etc. |
| Miscellaneous meeting expenses | 3,240 | 36 participants x $15 x 6 classes |
| **Subtotal Operating Expenses** | **8,880** | |
| **Total Direct Costs – Personnel and Operating** | **12,980** | |
| **OTHER EXPENSES** | | |
| Contractor – CGNSC Coordination | 23,000 | $25/hour x 920 hours |
| Contractor – Gardening, Management, and Leadership skills training and mentoring for community gardens | 700 | Contract(s) to be negotiated |
| Contractor – Instruction of Leadership Skills Building Training Series for Community Gardeners | 4,320 | 36 participants x $120 fee; contract with St. Joseph's Health Community Benefit Program |
| **Subtotal Indirect Costs** | **28,020** | |
| **Grand Total Expenses (Direct and Indirect)** | **41,000** | |

# 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:** County of Sonoma Board of Supervisors

**Board Agenda Date:** June 25, 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:** Nurse-Family Partnership National Service Office Agreement

**Recommended Actions:**

Authorize the Director of Health Services to execute an agreement with Nurse-Family Partnership for maternal and early childhood health services for the period August 1, 2013 through July 31, 2015 in an amount not to exceed $46,000.

**Executive Summary:**

This item requests approval to execute an agreement with Nurse-Family Partnership for maternal and early childhood health services for the period August 1, 2013 through July 31, 2015 in an amount not to exceed $46,000.

Nurse-Family Partnership (NFP) is an intensive evidence-based community health program designed to help transform the lives of vulnerable mothers, pregnant with their first child, through support from a home visiting nurse. It is a nationally known program that is listed on the Upstream Portfolio as a Tier 1 Evidenced Based program. It is required by the NFP National Service Office that all implementing agencies sign an implementation agreement to ensure that all program elements are followed, including compliance with the defined target population, case load requirement, staff training needs, and specified assessment tools and education materials.

Nurse-Family Partnership will provide program support associated with data system operation, use, and reporting; ongoing nurse home visitor program education; marketing and communications consultation and support; and government affairs advocacy and educational support. NFP will also provide nurse consultation services to program supervisors related to annual implementation plans, activity and performance monitoring, email and phone support, and clinical and supervisory coaching and consultation.

**More about Nurse-Family Partnership**

Nurse-Family Partnership helps transform the lives of vulnerable first-time moms and their babies. Through ongoing home visits from registered nurses, low-income, first-time moms receive the care and support they need to have a healthy pregnancy, provide responsible and competent care for their

children, and become more economically self-sufficient. From pregnancy until the child turns two years old, NFP Nurse Home Visitors form a much-needed, trusting relationship with the first-time moms, instilling confidence and empowering them to achieve a better life for their children and themselves.

An evidence-based community health program, NFP's outcomes include long-term family improvements in health, education, and economic self-sufficiency. Nationally, well documented long-term benefits include a 48 percent reduction in child abuse and neglect, 56 percent reduction in emergency room visits for accidents and poisonings, and a 67 percent reduction in behavioral and intellectual problems of children age six. By helping to break the cycle of poverty, the NFP program plays an important role in helping to improve the lives of society's most vulnerable members, helps to build stronger communities, and leaves a positive impact on this and future generations.

Locally, the program is focusing its efforts to enroll clients with multiple risk factors. The median age of an enrollee in the Sonoma County NFP program is 21 years and the median household income is $9,000 per year. 25 percent of enrollees do not have a high school diploma or GED. 60 percent identify themselves as Hispanic or Latina. English is the primary language for 64 percent of enrollees and Spanish is the primary language for 34 percent. Ongoing local key outcome data is being collected and with the assistance of the Nurse-Family Partnership National Service Office to deliver the program with fidelity to the model, we expect to see comparable outcomes. A data management system developed by Persimmony International is used for NFP program data management. In a separate item being brought to the Board in June of 2013, the Department requests approval to continue funding and extend the term of the agreement with Persimmony International to provide the data management system.

**Prior Board Actions:**

On April 20, 2010 the Board approved DHS accepting $2.6 million in First 5 Sonoma County grant funds to implement Nurse Family Partnership. On August 3, 2010 the Board approved an agreement with the Nurse-Family Partnership National Service Office.

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

Nurse-Family Partnership is an evidence-based community health program providing long-term family improvements in health, education, and economic self-sufficiency.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 15,493 | County General Fund | $ | 0 |
| Add Appropriations Reqd. | $ | 15,014 | State/Federal | $ | 30,507 |
| | $ | | Fees/Other | $ | 0 |
| | $ | | Use of Fund Balance | $ | 0 |
| | $ | | Contingencies | $ | 0 |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **30,507** | **Total Sources** | **$** | **30,507** |

| **Narrative Explanation of Fiscal Impacts (If Required):** | | | |
|---|---|---|---|
| The FY 13-14 budget includes $15,493 and an additional $15,014 will be included in the FY 13-14 1st Quarter Consolidated Budget Adjustments for this agreement. The FY 14-15 budget will include $15,493 for this agreement. In FY 13-14, fees for training and technical assistance are budgeted as part of First 5 program funding. Any remaining NFP costs for training and technical assistance expected for FY 14-15 will be included in the FY 14-15 budget. Costs are covered by the First 5 grant to implement the NFP program. | | | |
| **Staffing Impacts** | | | |
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |
| **Narrative Explanation of Staffing Impacts (If Required):** | | | |
| N/A | | | |
| **Attachments:** | | | |
| Agreement with Nurse Family Partnership | | | |
| **Related Items "On File" with the Clerk of the Board:** | | | |
| None | | | |

# NURSE-FAMILY PARTNERSHIP IMPLEMENTATION AGREEMENT

This Agreement ("Agreement"), for the period August 1, 2013, through July 31, 2015, is by and between County of Sonoma, Department of Health Services, Public Health Division ("Agency") and Nurse-Family Partnership, a Colorado nonprofit corporation ("NFP") (together, the "Parties").

## RECITALS:

A. The Parties understand and agree that the Nurse-Family Partnership® Program (the "Program") is an evidence-based program developed on the basis of randomized controlled trial research to yield certain benefits for low-income, first-time mothers and their children ("Program Benefits").

B. The Parties understand and agree that Program Benefits can be described generally as helping low-income, first-time mothers develop behaviors that enable them to have healthier pregnancies, be better parents, have emotionally and physically healthier children, and attain greater economic self-sufficiency.

C. The Parties understand and agree that Program implementation by Agency must be based upon key parameters ("Model Elements") identified through research and refined based upon the Program's experience since 1997 and attached to this Agreement as Exhibit A, Nurse-Family Partnership Model Elements.

D. Agency desires and intends to implement the Program to serve low-income, first-time mothers in the geographic area it serves and to be known to the public as Nurse-Family Partnership.

E. NFP desires and intends to guide and support the Program implementation process in order to help Agency obtain Program Benefits for the mothers and children that Agency serves.

F. Accordingly, the Parties wish to enter into this Agreement in order to memorialize the mechanisms and means by which Agency shall implement the Program and NFP shall support such implementation. The Parties intend to remain in a contractual relationship for the period described in Section V herein and thereafter, so long as funding is available to both of the Parties for this purpose.

## AGREEMENT:

In consideration of the foregoing recitals, which are incorporated herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS.

A. Agreement-Specific Definitions. In addition to terms defined above and elsewhere in this Agreement, the following terms shall have the meanings set forth below:

1. "ETO™" means the Efforts to Outcomes™ software system that NFP makes available to Agency, into which designated, NFP-approved Agency personnel enter data collected about Clients and the Program, and from which the Parties can obtain reports to help manage and evaluate program implementation and results.
2. "ETO Website" means the Internet URL through which designated, NFP-approved Agency personnel can access the ETO to enter data and obtain certain reports and other services. ETO software is secured against unauthorized use by VeriSign® 128-

bit Security Encryption, the industry standard in Internet site protection. Authorized access to the ETO Website can only be provided by NFP

3. “Administrator” means a person with fiscal and quality oversight, operational coordination responsibilities, and/or evaluation responsibility for the Program’s management.
4. “Client” means a low-income, first-time mother who is enrolled in the Program implemented by Agency.
5. “Effective Date” means the date first noted above and upon which this Agreement becomes effective.
6. “Fidelity to the Model” means implementing the Program in a manner consistent with the Model Elements and therefore maximizing the likelihood of achieving results comparable to those measured in research.
7. “Visit-to-Visit Guidelines®” means a written guide or guides for how a Nurse Home Visitor schedules and conducts visits with Clients during their participation in the Program.
8. “Location” means the work address of a Program Supervisor.
9. “Program Supervisor” means a person who supervises up to eight Nurse Home Visitors who implement the Program on behalf of Agency.
10. “Research” means any activity, including program evaluation and/or quality improvement activities, (i) that would, according to Federal regulations, require review by an Institutional Review Board (“IRB”), or (ii) that could be expected to yield generalizable knowledge that could be shared publicly with the professional, academic, and/or lay communities.
11. “Team” means a half- to full-time Program Supervisor and up to eight (8) Nurse Home Visitors who report to the Program Supervisor.

B. “Proprietary Property” means all of (i) the Program, including facilitators and handouts, (ii) the Model Elements, (iii) the name “Nurse-Family Partnership” and the acronym “NFP” when used in connection with the NFP Logo and the goodwill associated therewith, (iv) all NFP Community Website and ETO website content, and (v) the copyrighted materials and other materials used in the Program as of the date hereof that would be designated as protectable intellectual property under applicable law, including, but not limited to, all modifications, additions, updates, and derivative works thereof and all of the rights of NFP and its licensors associated with this property. Proprietary Property shall also include, individually and collectively, all ideas, concepts, designs, methods, inventions, modifications, improvements, new uses, and discoveries which are conceived and/or made in the performance of the responsibilities stated under this Agreement by one or more of Agency, NFP, or its licensors, whether or not they are incorporated into the Program or the Proprietary Property. NFP and its licensors reserve the right to modify the Proprietary Property from time to time in accordance with the data, research, and current modalities of delivery of the Program and for any other reason NFP or its licensors, in their sole and absolute discretion, deem appropriate. NFP will provide Agency with reasonable notice of those modifications. NFP and its licensors shall retain ownership and all rights to all Proprietary Property, whether modified or not by Agency.

C. General Application. Unless a clear contrary intention appears, words used with initial-capitalized letters shall have the meanings set forth in this Agreement, and (i) the singular includes the plural and vice versa, (ii) reference to any document means such document as amended from time to time, (iii) "include" or “including” means including without limiting the generality of any description preceding such term, and (iv) the term “or” is not exclusive.

II. NFP OBLIGATIONS

A. NFP grants to Agency a non-exclusive limited right and license to use the Proprietary Property for the purpose of carrying out Agency's obligations under this Agreement in the geographic area within which Agency Nurse Home Visitors serve Clients. NFP reserves the right to modify the Proprietary Property from time to time in accordance with the data, research, and current modalities of delivery of the Program. NFP will provide reasonable notice of those modifications as set forth in the Implementation Agreement. NFP shall retain ownership and all of the rights to any Proprietary Property, whether modified or not by any Agency. In any event, all software and ETO Website content, excluding Agency's and other agencies' data, shall remain the sole property of NFP.

B. NFP will provide support to help Agency implement the Program as described in Exhibit B, Nurse-Family Partnership Support for an Agency.

C. NFP shall submit invoices to Agency for services provided to Agency, listing a date of provision, a description of each such service, and amounts based upon the fee schedule provided in Exhibit C, Fees for Nurse-Family Partnership Services.

D. NFP may, from time to time, request that Agency collect additional data and/or participate in Research initiated by NFP and intended to improve the NFP model or implementation of the model. NFP may provide the public with information about Agency's NFP-related Research, publications, and presentations.

E. NFP, independently or jointly with Agency, may publish or present NFP-related information or Program results in research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.

F. NFP understands that pursuant to this Agreement, NFP and its employees may have access to patients' Protected Health Information ("PHI") and Agency's business information. NFP acknowledges that this information has a high level of confidentiality, and NFP and its employees agree to keep all information made available to its employees confidential and not to disclose this information. NFP will instruct its employees/staff/affiliates to follow Agency's policies regarding patient and business confidentiality. Further, NFP acknowledges that Agency is bound by law to have written agreements with its business partners who may have access to patient information requiring compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the rules and regulations promulgated thereunder. Accordingly, NFP warrants and represents that NFP is in compliance with HIPAA and all relevant federal statutes, rules, regulations, and applicable interpretive rulings promulgated under HIPAA, or will become compliant to regulations and requirements effective at future dates according to the applicable timetables. Exhibit D, HIPAA Business Associate Addendum, is hereby incorporated in this Agreement. Failure by NFP to comply with this provision and the provisions of Exhibit D, HIPAA Business Associate Addendum, shall result in immediate and automatic termination of this Agreement without penalty or cost to Agency. NFP will cooperate with any Agency program(s) instituted in the future to bring Agency into compliance with HIPAA.

III. AGENCY OBLIGATIONS

A. Agency will make best efforts to implement the Program with Fidelity to the Model and will undertake the steps described in Exhibit E, Agency Responsibilities, in order to do so.

B. Agency will take all appropriate steps to maintain client confidentiality and obtain any necessary written client consents for data analysis or disclosure of protected health information, in accordance with applicable federal and state laws, including, but not limited to, authorizations, data use agreements, business associate agreements, as necessary.

C. Agency assumes responsibility for knowledge of and compliance with the State Nurse Practice Act of its state, state laws, regulations, and licensing requirements pertaining to nursing practice and state laws and regulations pertaining to mandatory reporting.

D. Agency will ensure that nurses whom it employs to implement that Program are able to provide care to clients in a manner consistent with the NFP Visit-to-Visit Guidelines.

E. When requested by NFP, Agency will make reasonable efforts to collect additional data and/or participate in Research intended to improve the NFP model or implementation of the model.

F. In order to avoid becoming involved in Research that conflicts with implementing the Program with Fidelity to the Model, Agency will request NFP's permission prior to participating in any Research that is (1) initiated by a party other than NFP and (2) that involves Program staff or explicitly targets the families that are enrolled in the Program. NFP will review and approve or disapprove Agency's request for participation in such Research on a timely basis and will not unreasonably withhold such approval.

G. Agency will inform NFP of Agency proposals to publish or present NFP-related information in research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences. Results of the Program herein outlined may be published by Agency, or jointly by Agency and NFP, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.

H. Agency is authorized to reproduce certain published materials specified below and used in the implementation of the Program so long as (1) this Agreement is in effect, (2) Agency uses the reproductions solely for Program implementation, and (3) Agency does not sell or otherwise distribute the reproductions to any third party not involved in Agency's implementation of the Program.

   1. The published materials covered by this authorization are delivered to Nurse Home Visitors as part of the Nurse-Family Partnership Home Visitor education materials in sets referred to as follows:
      a) Pregnancy Facilitators and Handouts
      b) Infancy Facilitators and Handouts
      c) Toddler Facilitators and Handouts

   2. The handouts bear notices indicating copyright by any of the following:
      a) University of Colorado
      b) University of Colorado Health Sciences Center
      c) University of Colorado at Denver and Health Sciences Center
      d) Nurse-Family Partnership

3. NFP has the right to grant permission to reproduce materials specified above and that bear the University copyright notice under the terms of a Memorandum of Understanding ("MOU") dated March 31, 2003, between the University of Colorado Health Sciences Center, now known as University of Colorado at Denver and Health Sciences Center, and NFP. The MOU gives NFP an exclusive, perpetual, royalty-free right and license to use copyrighted materials and other materials used in the Program for the purpose of implementing the Program to serve low-income, first-time mothers and their families.

4. The corresponding Spanish-language versions of these materials are also covered by this authorization.

5. Agency may not authorize any other entity to reproduce the materials without prior written permission from NFP.

I. Agency understands and agrees that all Proprietary Property is owned exclusively by NFP and its licensors, including all intellectual property rights therein. Agency shall use the Proprietary Property solely for the purpose of carrying out Agency's obligations under this Agreement and shall not modify any Proprietary Property without the prior express written permission of NFP. Agency shall protect all Proprietary Property that belongs to NFP or its licensors. Agency shall not duplicate and shall prohibit distribution of or access to Visit-to-Visit Guidelines and the ETO to any individual or organization not party to the implementation, administration, and operation of the Program, except as authorized by this Agreement. Agency shall not change or alter the ETO software, and shall allow only trained, NFP-authorized users to access the ETO Website. If a person leaves Agency's employ, Agency shall retrieve all Proprietary Property that the person may have in his or her possession.

IV. FEES AND PAYMENT

A. Fees associated with NFP services in support of an implementing agency are as follows:

1. Initial Education Services. NFP provides initial Nurse-Family Partnership education for nurse home visitors, Program Supervisors, and Agency Administrators. This fee applies once for each individual nurse home visitor, nurse supervisor, and administrator at an agency. Fees are due upon completion of the face-to-face session.

a) Nurse Home Visitor Initial Education Tuition. Education for nurse home visitors (NHV) consists of one face-to-face education unit supported by distance education components. All Program Supervisors who have never taken NHV Education or who completed it more than two years prior to being promoted to Supervisor are required to attend NHV Education as well as Supervisor Education.

b) Supervisor Initial Education Tuition. For Program Supervisors, education consists of Nurse Home Visitor Initial Education plus two face-to-face education units supported by distance education components and nurse consultation.

c) Annual Supervisor Education. Program Supervisors are required to attend a three day face-to-face session held annually in Denver. There is no tuition or registration fee.

d) Agency Administrator Orientation Tuition. A two day face-to-face session in Denver, required for new administrators and recommended for experienced administrators.

e) Nurse-Family Partnership Education Materials Fee. Contributes toward the cost of the following materials :
   (1) Nurse-Family Partnership Orientation Materials
   (2) Set of Prenatal, Infancy and Toddler Guidelines
   (3) A series of additional nursing practice and program management resources tied to implementation of Nurse-Family Partnership.

2. Implementation Support Services. Fees are due on the Effective Date and each anniversary thereof and are based on the number of Program Supervisor Positions (the greater of (1) the number of individuals with supervisory responsibility at the agency or (2) the number of supervisor FTEs that are required to be implementing the model with fidelity (at least one per eight nurse home visitors). Fees are as follows:

   a) Program Support. Fees are per Program Supervisor Position per year and contribute to covering costs associated with the following:
      (1) Data system (ETO) operation and use, Program Quality System, and Reporting.
      (2) Ongoing Nurse-Family Partnership nurse home visitor, supervisor, and administrator education; resource library; conference calls; web forums; Nurse-Family Partnership Community resources; and updating of Nurse-Family Partnership Education and Visit-to-Visit Guidelines and supporting materials.
      (3) Marketing and Communications consultation and support, including marketing and community outreach materials (brochures, posters, Client Referral Kits (with wallet cards, counter display, posters, and other program information); health fair bags, and nurse recruitment packets. The agency, however, is responsible for printing, stamping or affixing labels with their local contact information to the majority of these materials. Client Referral Kits are customized/printed at no additional charge to the agency. Also provided are the NFP marketing and communications resources and guidance and a copy of the NFP Public Awareness Video, as well as updates and regular monthly communications from the NFP National Service Office.
      (4) Policy and Government Affairs, including advocacy and educational work at federal and state levels.

   b) Nurse Consultation. The fee is per Program Supervisor Position per year. The full fee is charged for the first Program Supervisor Position at a geographic location and a reduced fee is charged for each additional Program Supervisor Position at that same location. The fees contribute to covering costs associated with a Nurse-Family Partnership Nurse Consultant providing the following support to Program Supervisors:
      (1) Helping each Program Supervisor develop an annual plan for implementation.
      (2) Monitoring reports based on each Program Supervisor and her/his team's activity and performance.
      (3) Ongoing email support for each Program Supervisor and periodic regular calls with each Program Supervisor.
      (4) Periodic visits to each Program Supervisor with potential travel with each Program Supervisor and/or selected nurse home visitors.

(5) Clinical and supervisory coaching and consultation with each Program Supervisor.

c) Program Supervisor Expansion or Replacement Fee. A one-time fixed fee is charged for extra support when a new Program Supervisor Position is added or a vacant position is filled.

B. The amount payable under this Agreement shall include the following:
   1. Fees for the initial NFP education of Program Supervisors and Nurse Home Visitors, if any, plus $7,046 per Program Supervisor Position for Program Support, $8,447 per first Program Supervisor Position at each geographic location, and $5,068 per additional Program Supervisor Position at each geographic location, for the period from August 1, 2013, through July 31, 2014.
   2. Fees for the initial NFP education of Program Supervisors and Nurse Home Visitors, if any, plus $7,046 per Program Supervisor Position for Program Support, $8,447 per first Program Supervisor at each geographic location, and $5,068 per additional Program Supervisor Position at each geographic location, for the period from August 1, 2014, through July 31, 2015.
   3. Total fees for this agreement shall not exceed **$46,000.**

C. Prices are subject to change in accordance with Section IV E below.

D. All fees are based upon NFP's standard terms of invoicing and payment, as follows:
   1. Program Support and Nurse Consultation Fees are invoiced on the Effective Date and each anniversary thereof to cover each ensuing year and are due in 30 days. No special reporting or documentation is provided with the invoice(s).
   2. Education Fees are invoiced when individuals attend in-person education sessions. No special reporting or documentation is provided with the invoice(s).
   3. Program Supervisor Expansion or Replacement Fees are invoiced when the new supervisor is hired. No special reporting or documentation is provided with the invoice(s).

E. NFP shall invoice, without limitation, for services provided to Agency based upon the fee schedule set forth in Exhibit C, Fees for Nurse-Family Partnership Services. NFP reserves the right to change the fees set forth in Exhibit C during the term of this Agreement but not more often than annually. NFP will notify Agency at least one year prior to any such change becoming effective.

F. Invoices will be sent to:

Sonoma County Department of Health Services
Attention: Elisabeth Chicoine
625 5th Street
Santa Rosa, CA 95404
Telephone: 707 565-4551
Email: echicoin@sonoma-county.org

G. Agency will send payments, identifying the NFP invoice, within 30 days of invoice to:
Nurse-Family Partnership
Attention: Finance Department
1900 Grant Street, Suite 400
Denver, CO 80203

V. TERM AND DEFAULT

A. Term of Agreement. This Agreement shall remain in full force and effect through July 31 2015, unless it is terminated by mutual agreement of the Parties or as otherwise provided below.

B. Term Extension. Upon August 1, 2015 and each anniversary of that date, this Agreement shall automatically extend for an additional year unless either party has provided not less than sixty (60) days' notice to the other of its intention to terminate the Agreement on the upcoming anniversary date.

C. Early Termination. The Parties agree that they intend to and will engage in mutual efforts to keep this Agreement in force. Recognizing, however, that circumstances beyond the control of the Parties may compel one Party to desire termination before completion of the term or an extension thereof, either Agency or NFP may terminate this Agreement at any time by giving the other party written notice of not less than sixty (60) days.

D. Default. A party shall be in default under this Agreement if a party (i) breaches a material provision of this Agreement, which breach is not cured to the non-breaching party's reasonable satisfaction within thirty (30) days of written notice given to the breaching party by the non-breaching party or (ii) the bankruptcy of a party.

E. Remedies upon Default. The Parties shall use commercially reasonable efforts to take steps necessary to cause the breaching party to cure the applicable default. If such default is not cured to the reasonable satisfaction of the other party, and both of the Parties do not agree to terminate this Agreement, the Parties shall proceed in accordance with the dispute resolution process set forth in Section VI.

F. Effect of Termination.
   1. If this Agreement is terminated by notice of one party to the other, Agency will pay NFP for all work performed up to the date of termination and all non-cancelable obligations incurred in accordance with this Agreement. Payment shall be due within thirty (30) days of termination.
   2. If this Agreement is terminated through the dispute resolution process, the rights and obligations of each of the Parties upon termination shall be spelled out in the dispute resolution process.
   3. Upon termination of this Agreement, regardless of the timing, cause, or mechanism of such termination:
      a) Agency will no longer have access to ETO or the ETO Website;
      b) All software and ETO Website content, excluding data which has been collected by Agency in the course of implementing the Program, shall remain the sole property of NFP;
      c) NFP may retain a record of all data which has been collected by Agency in the course of implementing the Program and may use that data and reports derived from it to evaluate the overall progress in national replication of the Program;
      d) Agency and NFP will continue to comply with all relevant state, federal laws and all other provisions of this Agreement with respect to maintaining Client confidentiality;
      e) All materials in Agency's possession that utilize the Nurse-Family Partnership logo, tag line, or other protected marks must be returned to NFP or destroyed;
      f) All copies of Proprietary Property that have been provided to Agency by NFP or that have come into Agency's possession from other sources must be returned to NFP or destroyed; and

g) Agency will cease to implement the Program and will cease to represent that it is implementing the Program.

VI. DISPUTE RESOLUTION. If a dispute arises relating to this Agreement, the Parties shall attempt to resolve that dispute at the lowest possible level. If the dispute cannot be resolved at that level, the dispute shall be elevated to the Director, Program Development, of NFP and the Program Supervisor. If these persons cannot resolve the dispute, it shall be elevated to the next organizational level of NFP and Agency. If the dispute is not resolved through the foregoing process within a reasonable period of time, not to exceed any period of time that could reasonably be deemed to have a detrimental impact on the implementation of the Program by Agency, either party may initiate dispute resolution through any avenue permitted in law or in equity.

VII. LIABILITY.

A. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law.

B. No liability hereunder shall result to a party by reason of delay in performance caused by force majeure, that is, circumstances beyond the reasonable control of the party.

VIII. ASSIGNMENT; SUBCONTRACTING. Except as provided herein, this Agreement, and the rights and obligations hereunder, is not assignable or transferable by either party without the prior written consent of the other party. Without limiting the previous sentence, Agency shall not have the right to engage or utilize the services of any subcontractor to perform any of Agency's services hereunder without the prior written consent of NFP.

IX. MISCELLANEOUS PROVISIONS.

A. Consents. Whenever a Party's consent or approval is required under this Agreement, such consent or approval shall not be unreasonably withheld. If consent or approval is required by an employee of a Party, the Party who employs such employee shall cause the employee to give or withhold such consent or approval in accordance with this Paragraph. If no response is received by the requesting Party within ten business days after delivery of the applicable request, consent shall be deemed given.

B. Notices. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered by overnight courier or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

For NFP:

Original to:
Nurse-Family Partnership
1900 Grant Street, Suite400
Denver, CO 80203
Attention: Chief Executive Officer
Telephone: 303-327-4274
Facsimile: 303-327-4260
Email: Tom.Jenkins@NurseFamilyPartnership.org

With a copy to:
Nurse-Family Partnership
1900 Grant Street, Suite400
Denver, CO 80203
Attention: Legal Affairs Manager
Telephone: 303-327-4271
Facsimile: 303-327-4260
Email: Elizabeth.Jasper@NurseFamilyPartnership.org

For Agency:

Original to: Sonoma County
Department of Health Services
625 5th Street
Santa Rosa, CA 95404

With a copy to: Sonoma County
Department of Health Services
625 5th Street
Santa Rosa, CA 95404

| | | | |
|---|---|---|---|
| Attention: | Elisabeth Chicoine | Attention: | Ellen Bauer |
| Telephone: | 707 565-4551 | Telephone: | 707 565-4401 |
| Facsimile: | 707 565-4411 | Facsimile: | 707 565-4411 |
| Email: | echicoin@sonoma-county.org | Email: | Ellen.Bauer@sonoma-county-org. |

or to such other address as such party may have given to the other by notice pursuant to this Paragraph. Notice shall be deemed given on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier.

C. Binding Upon Successors and Assigns. This Agreement, and all covenants, terms, provisions, and agreements contained herein, shall be binding upon and shall inure to the benefit of the Parties' respective successors and permitted assigns.

D. Waivers. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed; and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

E. Responsibility for Debts and Obligations. Neither party shall be responsible either directly or indirectly for any of the debts or obligations of the other party except as provided under this Agreement.

F. No Third Party Beneficiary. This Agreement does not create any third party beneficiary rights in any person or entity.

G. Authority to Contract. The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the respective Parties and make all representations, warranties, and covenants set forth herein. The Parties represent and warrant that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate actions of the Parties and do not violate any laws or any provisions of any agreement to which the Parties are bound.

H. No Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership among the Parties. No party shall have the power to control the activities or operations of another party and their status is, and at all times shall continue to be, that of independent contractors with respect to each other. No party shall hold itself out as having authority or relationship in contravention of this Paragraph.

I. Attorneys' Fees. If a party shall commence any action or proceeding against another party in order to enforce the provisions of this Agreement, or to recover damages as a result of the alleged breach of any of the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable costs in connection therewith, including reasonable attorneys' fees.

J. Further Assurances. The Parties shall cooperate fully with each other and execute such further instruments, documents, and agreements, and shall give such further written assurances, as may be reasonably requested by another party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intent and purposes of this Agreement.

K. Entire Agreement. This Agreement (together with Exhibits hereto, which are hereby incorporated by this reference) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, among themselves or their agents and representatives relating to the subject hereof. This Agreement may be altered, amended, or revoked only by an instrument in writing signed by all the Parties hereto.

L. Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

M. Applicable Law. This Agreement shall be governed by and construed according to the internal laws of the State of Colorado. By execution of this Agreement, each party submits and irrevocably waives any objection to in personam jurisdiction in the State of Colorado and the forum and convenience of the state and federal courts thereof.

N. Survival. The terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

O. Counterparts and Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

| For NFP: | For Agency: |
|---|---|
| Nurse-Family Partnership | County of Sonoma, Department of Health Services, Public Health Division |
| By:_____ | By:_____<br>Rita Scardaci, Director, DHS |
| Date:_____ | Date:_____ |
| Federal EIN: 20-0234163 | |

## EXHIBIT A. NURSE-FAMILY PARTNERSHIP MODEL ELEMENTS

When the Program is implemented in accordance with these Model Elements, the Parties can reasonably have a high level of confidence that results will be comparable to those measured in research. Conversely, if implementation does not incorporate these Model Elements, results may be different from research results.

Element 1 Client participates voluntarily in the Nurse-Family Partnership program.

Element 2 Client is a first-time mother.

Element 3 Client meets low- income criteria at intake.

Element 4 Client is enrolled in the program early in her pregnancy and receives her first home visit by no later than the end of the 28th week of pregnancy.

Element 5 Client is visited one to one, one Nurse Home Visitor to one first-time mother/ family.

Element 6 Client is visited in her home.

Element 7 Client is visited throughout her pregnancy and the first two years of her child's life in accordance with the current Nurse-Family Partnership Guidelines.

Element 8 Nurse Home Visitors and Nursing Supervisors are registered professional nurses with a minimum of a Baccalaureate degree in nursing.

Element 9 Nurse Home Visitors and Nursing Supervisors complete educational sessions required by NFP NSO and deliver the intervention with fidelity to the NFP Model.

Element 10 Nurse Home Visitors, using professional knowledge, judgment, and skill, apply the Nurse-Family Partnership Visit-to-Visit Guidelines individualizing them to the strengths and challenges of each family and apportioning time across defined program domains.

Element 11 Nurse Home Visitors apply the theoretical frameworks that underpin the program, emphasizing Self-Efficacy, Human Ecology, and Attachment theories, through current clinical methods.

Element 12 A full time Nurse Home Visitor carries a case load of no more than 25 active clients.

Element 13 A full-time Nursing Supervisor provides supervision to no more than 8 individual Nurse Home Visitors.

Element 14 Nursing Supervisors provide Nurse Home Visitors clinical supervision with reflection, demonstrate integration of the theories, and facilitate professional development essential to the Nurse Home Visitor role through specific supervisory activities including 1:1 clinical supervision, case conferences, team meetings and field supervision.

Element 15 Nurse Home Visitor and Supervisors collect data as specified by the NFP NSO and use NFP Reports to guide their practice, assess and guide program implementation, inform clinical supervision, enhance program quality, and demonstrate program fidelity.

Element 16 Nurse-Family Partnership Implementing Agency is located in and operated by an organization known in the community for being a successful provider of prevention services to low-income families.

Element 17 Nurse-Family Partnership Implementing Agency convenes a long-term Community Advisory Board that meets at least quarterly to promote a community support system to the program and to promote program quality and sustainability.

Element 18 Adequate support and structure shall be in place to support Nurse Home Visitors and Nursing Supervisors to implement the program and to assure that data is accurately entered into the data base in a timely manner.

## EXHIBIT B. NURSE-FAMILY PARTNERSHIP SUPPORT FOR AN AGENCY

To help Agency implement the Program with Fidelity to the Model, NFP provides the following support to Agency:

I. NFP provides support to help Agency prepare to implement the Program including:
   A. Materials to help Agency:
      1. Maintain Agency's work space;
      2. Maintain telecommunications and computer capabilities;
      3. Recruit, hire, and retain Program Supervisors, Nurse Home Visitors, and administrative support staff;
      4. Maintain and improve a network of sources who may refer low-income, first-time mothers to Agency;
      5. Facilitate enrollment of Clients;
      6. Maintain and improve a network of social services that can provide support to Agency's Clients;
      7. Work with media;
      8. Inform the community and build support for Agency, the Program, and Program Benefits;
      9. Establish and maintain strong, stable, and sustainable funding for Agency operations.
   B. An ETO users' manual, which provides instructions describing what data must be collected for ETO by Agency staff, how that data must be entered into ETO, and how reports can be obtained. NFP may modify the ETO users' manual from time to time and will provide Agency with updated versions on a timely basis.
   C. Access to an Internet-based discussion forum with other entities that are implementing the Program.
   D. A visit to Agency by a member of NFP staff to offer direct consultation on Program implementation.

II. NFP provides ongoing support to Agency via telephone and email during Program implementation and operation, including:
   A. Consultation with respect to topics such as human resources, developing community support, keeping interested constituencies informed about progress and results, planning and implementing expansion, and sustaining and increasing funding;
   B. Clinical consultation for Program Supervisors and Nurse Home Visitors;
   C. Consultation regarding data collection, entry, management, and interpretation.
   D. On-site consultation as is mutually deemed necessary and appropriate.

III. NFP provides a description of education programs, both required and optional, and a schedule of upcoming education events and locations. NFP may modify the specific names, descriptions, and content of education programs, as well as their schedule and locations from time to time and will inform Agency of such modifications on a timely basis.

IV. NFP provides education to Program Supervisors and Nurse Home Visitors at dates and locations to be determined by NFP. Education will cover the following topics:
   A. The Program, Program Benefits, and Model Elements;
   B. Use of ETO, including data collection, entry, management, and interpretation;
   C. Implementation of the Program using the NFP Visit-to-Visit Guidelines and associated tools and materials;
   D. Knowledge and skills needed by the NFP Program Supervisor; and
   E. Other aspects of the Program that NFP believes are warranted for successful Program implementation by the staff at Agency.

V. NFP provides Visit-to-Visit Guidelines and other materials to help Program Supervisors and Nurse Home Visitors implement the Program with Fidelity to the Model Elements. NFP may modify the Visit-to-Visit Guidelines from time to time and will provide Agency with updated versions on a timely basis.

VI. NFP provides support for Agency's use of ETO, including:
   A. Monitoring the Agency's data collection and entry activity and quality and providing feedback to Agency as appropriate;
   B. Maintaining and supporting ETO software;
   C. Upgrading ETO software when deemed necessary by NFP; and
   D. Technical assistance via telephone or e-mail to support Agency's use of ETO.

VII. NFP provides implementation reports and evaluation reports at such times as NFP deems commercially reasonable and necessary to meet the needs of Agency and entities to which Agency may be obligated to provide such information. Subject to applicable federal and state laws, if any, such reports cover:
   A. Agency activity. Reports designed primarily for Program Supervisors and Nurse Home Visitors to help them manage Nurse Home Visitor activity.
   B. Quality improvement. Reports aimed to help Agency improve Fidelity to the Model including reports designed (i) to assist Program Supervisors and Nurse Home Visitors identify and prioritize actions for improving Program outcomes, and (ii) to help NFP staff assess how Agencies are performing with respect to Fidelity to the Model.
   C. Program outcomes. Reports designed to help Program Supervisors and funding decision makers assess the effectiveness of the Program as applied to Agency's particular circumstances.
   D. These reports are available on a pre-defined schedule or from the ETO Website on demand. NFP may modify the Program Reports from time to time.

VIII. NFP will provide art work and color and usage guidelines to help Agency develop and produce communications materials that properly use the NFP trademark, logo, tag lines, and other copyrighted or otherwise protected language, images, and materials controlled by NFP.

IX. From time to time, NFP may engage either internal or external auditors to evaluate the performance of the Agency. Agency will cooperate fully with any quality audit that is undertaken by or on behalf of NFP.

## EXHIBIT C. BUDGET FOR SONOMA COUNTY NURSE-FAMILY PARTNERSHIP PROGRAM

NFP fees for services provided under this Agreement will be as follows, subject to change in accordance with Section IV E:

| **Annual Program Support Fee** (Invoiced annually on the Price Effective Date) | | | |
|---|---|---|---|
| Price Effective Date | End Date | Unit Price | Unit of Measure |
| 8/1/2013 | 7/31/2014 | $7,046.00 | Per Program Supervisor Position per Year |
| 8/1/2014 | 7/31/2015 | $7,046.00 | |
| **Annual Nurse Consultation Fee for Each First Program Supervisor at a Location** (Invoiced annually on the Price Effective Date) | | | |
| Price Effective Date | End Date | Unit Price | Unit of Measure |
| 8/1/2013 | 7/31/2014 | $8,447.00 | Per Program Supervisor Position per Year |
| 8/1/2014 | 7/31/2015 | $8,447.00 | |

## EXHIBIT C.1. APPROVED FEE SCHEDULE FOR ALL NFP SERVICES, FY 13-14 THROUGH 14-15

**Initial NFP Education Fee** (Invoiced upon completion of the face-to-face session)

| Price Effective Date | End Date | Unit Price | Unit of Measure |
|---|---|---|---|
| 8/1/2013 | 7/31/2014 | $4,069.00 | One time per NHV or Supervisor |
| 8/1/2014 | 7/31/2015 | $4,069.00 | |
| | | | |

**Initial NFP Program Supervisor Education Fee** (Invoiced upon completion of the first face-to-face session)

| Price Effective Date | End Date | Unit Price | Unit of Measure |
|---|---|---|---|
| 8/1/2013 | 7/31/2014 | $734.00 | One time per Supervisor |
| 8/1/2014 | 7/31/2015 | $734.00 | |
| | | | |

**NFP Agency Administrator Education Fee** (Invoiced upon completion of the first face-to-face session)

| Price Effective Date | End Date | Unit Price | Unit of Measure |
|---|---|---|---|
| 8/1/2013 | 7/31/2014 | $480.00 | One time per Administrator |
| 8/1/2014 | 7/31/2015 | $480.00 | |
| | | | |

**Initial NFP Educational Materials Fee** (Invoiced upon completion of the face-to-face NHV Education session)

| Price Effective Date | End Date | Unit Price | Unit of Measure |
|---|---|---|---|
| 8/1/2013 | 7/31/2014 | $517.00 | One time per NHV Trainee |
| 8/1/2014 | 7/31/2015 | $517.00 | |
| | | | |

**Annual Program Support Fee** (Invoiced annually on the Price Effective Date)

| Price Effective Date | End Date | Unit Price | Unit of Measure |
|---|---|---|---|
| 8/1/2013 | 7/31/2014 | $7,046.00 | Per Program Supervisor Position per Year |
| 8/1/2014 | 7/31/2015 | $7,046.00 | |
| | | | |

**Annual Nurse Consultation Fee for Each First Program Supervisor at a Location**
(Invoiced annually on the Price Effective Date)

| Price Effective Date | End Date | Unit Price | Unit of Measure |
|---|---|---|---|
| 8/1/2013 | 7/31/2014 | $8,447.00 | Per Program Supervisor Position per Year |
| 8/1/2014 | 7/31/2015 | $8,447.00 | |
| | | | |

**Annual Nurse Consultation Fee for Each Additional Program Supervisor at a Location**
(Invoiced annually on the Price Effective Date)

| Price Effective Date | End Date | Unit Price | Unit of Measure |
|---|---|---|---|
| 8/1/2013 | 7/31/2014 | $5,068.00 | Per Program Supervisor Position per Year |
| 8/1/2014 | 7/31/2015 | $5,068.00 | |
| | | | |

**Program Supervisor Expansion or Replacement Fee** (Invoiced at the time of hire)

| Price Effective Date | End Date | Unit Price | Unit of Measure |
|---|---|---|---|
| 8/1/2013 | 7/31/2014 | $2,764.00 | One time per Expansion or Replacement Program Supervisor per Year |
| 8/1/2014 | 7/31/2015 | $2,764.00 | |
| | | | |

## EXHIBIT D. HIPAA BUSINESS ASSOCIATE ADDENDUM

I. The U.S Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Agency, as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody, or control of health care information or records.

II. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical, and financial information that relates to the past, present, or future physical or mental health or condition on an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which Agency believes could be used to identify the individual.

   A. "*Electronic protected health information*" means PHI that is transmitted by electronic media or maintained in electronic media.

   B. "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

III. NFP is considered a Business Associate of Agency, as NFP either: (A) performs certain functions on behalf of or for Agency that may involve the use or disclosure of protected individually identifiable health information by Agency to NFP, or the creation or receipt of PHI by NFP on behalf of Agency; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for Agency involving the disclosure of PHI.

IV. NFP agrees that all PHI obtained as a result of this Agreement shall be kept confidential by NFP, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this Agreement and addendum.

V. NFP agrees to use or disclose PHI solely (A) for meeting its obligations under this Agreement, or (B) as required by law, rule or regulation or as otherwise permitted under this Agreement of the HIPAA Privacy Rule.

VI. The parties acknowledge that data that may be (but is not with certainty) PHI is collected during the term of this Agreement for NFP's reporting and evaluation of (a) Agency's implementation of the Program, (b) comparison of Agency's implementation of the Program with implementation by other entities, and (c) regional and national patterns and trends in Program implementation. Returning this data is not feasible. Therefore, NFP shall extend the protections of this Agreement to such data and/or PHI and limit further uses and disclosures of such data and/or PHI to those set out in this agreement for so long as NFP maintains such data and/or PHI. If it becomes necessary for NFP to use the data and/or PHI in any manner other than what is contemplated in this Agreement, NFP agrees to consult with and obtain the permission of the Agency.

VII. In the course of providing the services to Agency under the terms of this agreement, NFP will be enabling the Prevention Research Center for Family and Child Health ("PRC"), an organization which is part of the University of Colorado at Denver and Health Sciences Center, to access data that may be PHI for the purposes of research, analysis, and reporting. NFP will ensure that PRC and its employees and NFP's agents, employees, subcontractors or others to whom it provides PHI received by or created by NFP on behalf of Agency agree to the same restrictions and conditions that apply to NFP with respect to such information. NFP also agrees to take all reasonable steps to ensure that its employees', agents', or subcontractors' actions or omissions do not cause

NFP to breach the terms of this Addendum. NFP will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement and Addendum.

VIII. NFP shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to Agency.

IX. NFP shall make available such information in its possession which is required for Agency to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to NFP, NFP shall forward such request to Agency within two (2) days of such receipt. NFP shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. NFP shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.

X. NFP shall make PHI available to Agency upon request in accordance with 45 CFR 164.524.

XI. NFP shall make PHI available to Agency upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.

XII. NFP shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by NFP on behalf of Agency available to the Secretary of the U.S. DHHS for purposes of determining Agency's compliance with the HIPAA Privacy Rule.

XIII. Compliance with Security Regulations: In addition to the other provisions of this Addendum, if NFP creates, receives, maintains, or transmits electronic PHI on Agency's behalf, NFP shall:

A. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of Agency;

B. Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

C. Report to Agency any security incident of which it becomes aware.

XIV. NFP agrees to indemnify and hold Agency harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by NFP, its agents, employees, or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement.

XV. Notwithstanding any other provision of the Agreement, Agency shall have the right to terminate the Agreement immediately if Agency determines that NFP has violated any material term of this Exhibit D.

## EXHIBIT E. AGENCY RESPONSIBILITIES

To ensure that the Nurse-Family Partnership Program is implemented with Fidelity to the Model, Agency will undertake the following actions during initial implementation and ongoing operation:

I. Agency will:
A. Maintain an appropriate work space for staff who are to implement the Program;
B. Maintain appropriate telecommunications and computer capabilities for staff;
C. Recruit, hire, and retain Program Supervisors, Nurse Home Visitors, and administrative support staff;
D. Maintain and improve a network of referral sources who may refer low-income, first-time mothers to Agency;
E. Enroll clients that meet the criteria specified in the Model Elements.
F. Maintain and improve a network of social services that can provide support to Agency's Clients;
G. Work with media to ensure timely and accurate communication to the public about the Program and its implementation by Agency;
H. Inform the community and build support for Agency, the Program, and Program Benefits;
I. Establish and maintain strong, stable, and sustainable funding for Agency operations.
J. Utilize NFP's Internet-based discussion forum to share learning with other entities that are implementing the Program.

II. Agency will keep NFP informed of implementation issues that arise.

III. Agency will ensure that all Program Supervisors, nurses, and administrative staff attend, participate in, and/or complete education programs required by NFP, do so on a timely basis, and, upon completion, demonstrate a level of competence deemed satisfactory by NFP.

IV. Agency will ensure that no Nurse Home Visitor is assigned a case load or makes a Client visit (except in the company of an NFP-educated Nurse Home Visitor) until after she/he has completed education on the Program, Program Benefits, Model Elements, use of the ETO, and implementation of the Program for mothers who are pregnant.

V. Agency will implement the Program in accordance with Visit-to-Visit Guidelines including:
A. Ensure enrollment of 23 to 25 first-time mothers per full-time Nurse Home Visitor within nine months of beginning implementation and make best efforts to maintain that level of enrollment on an ongoing basis;
B. Ensure that each full-time Nurse Home Visitor carries a caseload of not more than 25 active families;
C. Maintain the established visit schedule; and
D. Ensure that the essential Program content as described in the Visit-to-Visit Guidelines is covered with Clients by Nurse Home Visitors.

VI. Agency will ensure the availability of appropriate, fully functioning computer systems and software at Agency for use of ETO and for communication with NFP by email.

VII. Agency will ensure that Program Supervisors and Nurse Home Visitors (a) collect required data on client visits and enter it in ETO completely and accurately within one week

of each client visit and (b) enter any other data for ETO completely and accurately on or before the last day of each calendar month, taking all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations, including, but not limited to, authorizations, data use agreements, business associate agreements, as necessary. Failure of Agency to comply with any applicable provision of HIPAA will constitute a breach of this Agreement.

VIII. Agency will ensure that Program Supervisors:

A. Aim to develop a supportive relationship with the Nurse Home Visitors she/he supervises;

B. Meet one-on-one with each Nurse Home Visitor at least weekly to provide clinical supervision using reflection, preferably in person but by telephone where travel constraints limit nurse or Program Supervisor mobility;

C. Run activity reports and quality improvement reports from the ETO Website on a timely basis (typically monthly); use such reports to assess areas where systems, organizational, or operational changes are needed in order to enhance the overall quality of program operations; and develop and implement action plans based on such assessments.

IX. Agency will develop a Community Advisory Board with diverse representation (for example, health, mental health, education, criminal justice, youth, business, social services, faith-based leaders, other prominent community organization leaders) to ensure broad-based community support for Agency's implementation of the Program.

X. NFP will periodically assess the extent to which Agency is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for Agency to improve its results by strengthening Fidelity to the Model, NFP staff will meet with Agency supervision and mutually develop a plan to do so.

# 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 25, 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:** | Data Management System Contract Amendment |

**Recommended Actions:**

Authorize the Director of Health Services to execute the first amendment to an agreement with Community Action Partnership of Sonoma County and Persimmony International Inc. for internet-based data management system licensing, increasing the contract by $178,804, resulting in a new total not to exceed amount of $246,424, and extending the term to June 30, 2015.

**Executive Summary:**

This item requests authorization to execute the first amendment to an agreement with Community Action Partnership of Sonoma County and Persimmony International Inc. for internet-based data management system licensing, increasing the contract by $178,804, resulting in a new total not to exceed amount of $246,424, and extending the term to June 30, 2015.

Persimmony International, Inc. (Persimmony) is the developer of an internet-based data management software system which is currently being utilized by the Department of Health Services' Nurse Family Partnership (NFP) program. The Department desires to extend the term of the agreement with Persimmony and continue to utilize this data management software for the NFP program. In addition, the Department desires to add a second scope of work to the agreement for a First 5 Sonoma County internet-based data management system.

The original agreement was between the County of Sonoma, Persimmony International, Inc., and Community Action Partnership of Sonoma County. The original contract maximum was $67,620 and the term of the agreement was from June 7, 2011 through June 30, 2013. The mutual indemnification in the original agreement will remain in effect in this amendment. The Department has determined that this is a low risk to the County.

**Nurse Family Partnership Program**

Started in July 2010, the Nurse Family Partnership (NFP) is an intensive evidence-based program designed to transform the lives of low income mothers, pregnant with their first child, through support from a home visiting nurse for 30 months. Together the nurse and family have the opportunity to

implement healthy behaviors to improve prenatal health, birth outcomes, parenting guidance and support, and develop a plan for economic self sufficiency for the future. In a separate item being brought to the Board in June of 2013, the Department requests approval to enter into a new agreement with Nurse-Family Partnership for maternal and early childhood health services through July 2015.

Community Action Partnership of Sonoma County (CAP) received a grant from the Nurse Family Partnership National Service Office and First 5 Sonoma County to act as the locally-based NFP intermediary. Grant funding resulted in the original agreement with CAP and Persimmony. During the first year of the agreement, CAP was responsible for program planning, development of a community advisory board, and start up costs related to the implementation of NFP in Sonoma County, including payment of hardware and software costs. CAP has fulfilled their portion of the agreement and once the proposed amendment is approved, CAP will no longer be a party to the agreement.

In identifying Persimmony as the provider of an internet-based data management software system for the NFP program, the Department, in collaboration with CAP and First 5 Sonoma County, conducted a software selection process with defined criteria including support for data collection, comprehensive charting capability, and Targeted Case Management (TCM) reimbursement. Other NFP programs and counties implementing similar programs were consulted to identify possible appropriate software. Four programs were reviewed in depth including demonstrations of software function. Persimmony was selected as the software that most effectively meets program requirements and budget considerations.

**First 5**

The Sonoma County First 5 Commission is an agency of the County of Sonoma, which by law has independent authority over its strategic plan and local trust fund. As directed by the Board of Supervisors in the Commission's enabling ordinance, the Commission follows established County administrative procedures for processing its contracts through its administrative agent, the Department of Health Services.

The Commission is committed to determining the impacts of its investments and whether they are meeting the goals and objectives of its Strategic Plan. To that end, the Commission has determined that a more capable and effective data management system is necessary. The new data system is intended for collecting, managing, analyzing and reporting data on program evaluations and other information related to the Commission’s investments. Through its use the Commission’s grantee’s will develop internal capacity to analyze and report data on populations served and what has been accomplished by their individual efforts. The data system will also allow for data collection and analysis by multiple grantees working on common initiatives in order to establish a data platform for collective impact measurements.

The Commission approved a competitive process to replace its previous evaluation data management system in January 2012. Upon completion of the competitive process to solicit proposals from qualified vendors of program and evaluation data management systems, an impartial review committee, consisting of First 5 Sonoma County Commissioners and subject matter experts serving in an advisory capacity, evaluated the proposals received and participated in system demonstrations. Based on the recommendations of the review committee, the Commission, at its December 3, 2012 meeting, approved awarding the contract to Persimmony. Persimmony will work with Commission staff, grantees, and the Commission’s evaluation consultants, Learning for Action (LFA) Group, to collect, manage, analyze, and report on progress toward achievement of program and system-level indicators as detailed in the Commission’s Evaluation Plan.

**Prior Board Actions:**

On June 2, 2011 the Board of Supervisors authorized the Department of Health Services to execute a contract with Persimmony International Inc. and Community Action Partnership of Sonoma County for software license and maintenance for the term June 7, 2011 through June 30, 2013 in the amount of $67,620.

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

The Persimmony internet-based data management software system helps Department staff effectively deliver services which result in implementing healthy behaviors to improve prenatal health, birth outcomes, parenting guidance and support, and self-sufficiency.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 405 | County General Fund | $ 0 |
| Add Appropriations Reqd. | $ 0 | State/Federal | $ 405 |
| | $ | Fees/Other | $ 0 |
| | $ | Use of Fund Balance | $ 0 |
| | $ | Contingencies | $ 0 |
| | $ | | $ |
| **Total Expenditure** | **$ 405** | **Total Sources** | **$ 405** |

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

The additional $405 for FY 12-13 is included in the FY 12-13 budget. The FY 13-14 budget includes First 5 funding of $46,512 and NFP funding of $38,625. First 5 funding of $39,512 and NFP funding of $53,750 will be included in the FY 14-15 budget.

**Staffing Impacts**

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

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

N/A

**Attachments:**

Persimmony International, Inc. Agreement Modification

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

None

**MODIFICATION NUMBER 1 OF AGREEMENT
BETWEEN COUNTY OF SONOMA, COMMUNITY ACTION PARTNERSHIP AND
PERSIMMONY INTERNATIONAL, INC.**

On June 7, 2011, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as "County," Community Action Partnership, hereinafter "CAP," and Persimmony International, Inc., hereinafter referred to as "Contractor," entered into a services agreement.

Pursuant to Provision 1.B and 1.C. of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Provision 1.A. is hereby revised to read as follows:

    - This contract is effective commencing June 7, 2011 and expires on June 30, 2015, but may be terminated by either party by serving a written notice thirty days in advance of termination.

2. Provision 1. C. is hereby revised to read as follows:

    C. Continuation of this contract for each year after June 30, 2015 is contingent on a Scope of Work and a Budget being submitted by Contractor and approved by County in the form of an amendment to this contract.

3. Provision IX.A is hereby revised to read as follows:

    - Contract Amount

      For all services and incidental costs required hereunder, CONTRACTOR shall be paid in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Contractor shall not exceed Two Hundred Forty Six Thousand Four Hundred and Twenty-four Dollars ($246,424), without prior written approval of County. CONTRACTOR shall submit its bills on a quarterly basis in form approved by County's Auditor and the Director of the Department of Health Services.

4. Provision IX. B. is hereby revised to read as follows:

    B. Quarterly Invoice True-up (number of users charged quarterly):

      For the Persimmony Home Visitation and Referral On-Line ASP Solution NFP and MCAH, at the end of each quarter CONTRACTOR will run a report on the total number of active users in the system for the preceding quarter, to create that quarter's invoice, based on the user rates set forth on Attachment B.

5. Attachment A (Scope of Work) section 3 – Persimmony Software Support is hereby revised to read as follows:

    - CONTRACTOR shall, under the terms and conditions of this Agreement, provide 1st and 2nd Tier support in accordance with Attachment B.
    - Access to support will be during CONTRACTOR's regular business hours of 8:00AM to 5:00PM (PST) Monday through Friday, excluding national holidays.
    - Response times cannot be guaranteed, however typical response times to resolve most issues will be within four hours of the initial request. CONTRACTOR cannot be held liable

for delays in technical support response times related to acts of God, third party communication system failures and other unforeseeable events which may impact response times.

6. Attachment A (Scope of Work) section 4 – Persimmony Database Customization is hereby revised to read as follows:

    - CONTRACTOR shall during the term of this Agreement provide reasonable customization* at no additional fee to all existing database functionality in order to meet the needs of COUNTY; including customization of the following modules and features within the software:

        - Home Visitation and Referral Module
        - First 5 On-Line Database in accordance section 9 below as amended.
        - Unlimited number of customized reports that pull data from any of the modules listed above (reports, charts, graphs and/or GIS).
        - Unlimited number of customized surveys.

    *Reasonable customization includes modifications to any/all of the data fields currently within the database. If a request is made to make custom changes to fields not currently in the database and would require an undue amount of time and effort not anticipated at the time of entering into this agreement, then both parties would agree upon the scope of those changes and Persimmony would provide an estimate of time and fees to complete that work.

7. Attachment A (Scope of Work) section 7 – Software Training the following is added and appended to the existing section:

    - CONTRACTOR shall provide up to 7 remote training workshops for authorized users of the First 5 On-Line database as follows:

        - The topic for each training session will be mutually agreed upon by CONTRACTOR and COUNTY prior to the training.
        - Each training session will be two (2) hours long and shall be scheduled at the mutual agreement of COUNTY and CONTRACTOR.
        - Attendees shall receive the training remotely as a Webinar using whatever technology (e.g. Remote Desktop) that will allow the trainer and trainee to share the computer screen over the internet.
        - COUNTY will be responsible for selecting site for the training sessions such that the trainees will have access to a computer with broadband connectivity to the internet.
        - CONTRACTOR shall be solely responsible for all costs associated with equipment, software and communications used by the trainer.

8. Attachment A (Scope of Work) section 9 – Setup and Project Plan the following is added and appended to the existing section:

    - CONTRACTOR shall implement the First 5 On-Line Database in accordance with the following Project Plan:

| ***Project Plan*** | | | |
|---|---|---|---|
| Tasks | Contractor Deliverables | Due Date for Contractor Deliverables | *Work Required by County Following Receipt of Deliverables to Complete the Task* |
| **A. Planning/Development/Set-up**<br>A.1. Collect project requirements for the customization and coding for initial System deployment:<br>- Assess First 5's evaluation plan and requirements.<br>- Assess data capacity and expectations from First 5 programs.<br>- Assess First 5 reporting requirements to First 5 California. | Documented project plan detailing timelines, tasks and resources required in electronic format. | Project Plan due within 2 months from the execution of this Agreement. | Walk through the project plan with First 5 staff to complete the tasks. |
| A.2. Conduct Grantee Data Imports<br>- Import pre-existing data from First 5 and its grantees as identified by First 5 staff<br>- Run appropriate tests to assure integrity and accuracy of data import. | Data Import Report created. Data import successfully completed in accordance with benchmarks established specific to First 5 and each of the Grantees in the Data Import report. | Imports conducted within 2 months of execution of this Agreement. | Ensure that grantee provides requested resources to the Contractor necessary for performing the Data Import tasks. Such resources include, but are not limited to, access to data system, documentation explaining the data definitions and staff to answer Contractor's questions. |

| ***Project Plan*** | | | |
|---|---|---|---|
| Tasks | Contractor Deliverables | Due Date for Contractor Deliverables | *Work Required by County Following Receipt of Deliverables to Complete the Task* |
| **B. Implementation:**<br>B1. Conduct Pilot Release<br>- Finalize initial System configuration specifications.<br>- Release a fully functional version of the System customized for First 5, and piloted for feedback and review by First 5 and selected authorized users.<br>- Apply revisions and refinements to the pilot system until the System has met First 5's anticipated goals.<br>- Finalize System rollout and training plan for grantees. | A. Develop a Pilot Release and Training Plan<br>B. Release a fully functional version of the System customized for First 5 | Pilot release due in electronic format four (4) months from the completion of Task A.1 and A2. | A. Walk through with First 5 staff and ongoing assistance to complete the task.<br>B. Review Pilot Release and either "Accept" or provide feedback. |
| B2. System Rollout<br>- Upon completion ("Acceptance") of the Pilot Release, proceed with the rollout as per the plan finalized during Pilot Release.<br>- Release final version of the system and provide training with First 5 System administrators and First 5 grantee staff.<br>- Conduct training workshops that develops the user's skills to enter data and generate reports.<br>- Begin user technical support and help desk that can address the needs of end users with varying technical skills.<br>- Begin System maintenance services. | A. Release System for use.<br>B. Users are assigned user accounts on the server.<br>C. Hands-on and remote training is provided and is documented in a report.<br>D. Grantees able to enter data to meet First 5 requirements.<br>E. Authorized users generate reports that are easy to use, attractive and readily understandable. | System Rollout due 1 month from the completion of Task B1. | Walk through the project plan with First 5 staff to complete the tasks. |

| ***Project Plan*** | | | |
|---|---|---|---|
| Tasks | Contractor Deliverables | Due Date for Contractor Deliverables | *Work Required by County Following Receipt of Deliverables to Complete the Task* |
| **C. System Refinement and Maintenance**<br>C1. Maintenance of all Implementation activities including<br>- Continuing to train end users<br>- Working with First 5 evaluators<br>- Support to develop the First 5 California annual report.<br>- Database administration, backups and data quality assurance.<br>- Service and Maintenance of the System server<br>- Maintenance of the Help Desk and technical support | A. Documentation of System training, as outlined above in Implementation, provided for up to 50 end users.<br>B. Ongoing System functionality that provides First 5 the ability to evaluate its programs and develop evaluation reports. | Until the end of the contract period June 30, 2015. | First 5 staff will receive and provide feedback from First 5 grantees on System functionality |

9. Attachment B is replaced in its entirety by the Attachment B in this amendment.

10. Community Action Partnership is hereby removed as a party to this Agreement.

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

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives this _____ day of _____, 20_____.

**CONTRACTOR:**

By: _____ Date: 5/20/2013
Michael Kogus, President
Persimmony International, Inc.

**COMMUNITY ACTION PARTNERSHIP:**

By: _____ Date: 5/22/2012
Jennie Tasheff, Executive Director

**COUNTY OF SONOMA:**

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

Approved as to Substance:

By: _____ Date: 5/30/13
Division Director or Designee

Approved as to Form:

By: _____ Date: 6/10/13
Deputy County Counsel

# ATTACHMENT B: BUDGET and FEES
## Persimmony Home Visitation and Referral Online ASP Solution (MCAH) and Standard Persimmony First 5 On-Line Database with Sonoma County Discount

| Health Services Programs | Annual Per User License Fee* | Estimated Number of Users | 1st Tier Admin Support & 2nd Tier End-User Support** | Unlimited Assessments & Reports | Customization & Setup | Discount | Estimated Cost to County after Discount[1] |
|---|---|---|---|---|---|---|---|
| Year 1 – NFP 6/7/2011 – 6/30/2012 | $3750 | 10 | $3000 | Included | $7000 | $(15,000)[2] | $32,500 |
| Year 2 - MCAH 7/1/2012 – 6/30/2013 | $2025 | 21 | $3000 | Included | Included | $(10,000)[3] | $35,525 |
| Year 3 - MCAH 7/1/2013-6/30/2014 | $2025 | 25 | $3000 | Included | Included | $(15,000)[4] | $38,625 |
| Year 4 – MCAH 7/1/2014 – 6/30/2015 | $2025 | 30 | $3000 | Included | Included | $(10,000) | $53,750 |

| Health Services Programs | Annual License Fee | Estimated Number of Users | 1st Tier Admin Support & 2nd Tier End-User Support** | Unlimited Assessments & Reports | Customization & Setup | Discount | Estimated Cost to County after Discount[5] |
|---|---|---|---|---|---|---|---|
| Year 1 – First 5 7/1/2013 – 6/30/2014 | $51,012 | Unlimited | $3,500 | Included | $7000 | $(15,000)[6] | $46,512 |
| Year 2 – First 5 7/1/2014-6/30/2015 | $51,012 | Unlimited | $3,500 | Included | Included | $(15,000) | $39,512 |

Fiscal Year Breakdown by Program

| Fiscal Year | NFP-MCAH | First 5 | Total |
|---|---|---|---|
| 11/12 | $32,500 | NA | $32,500 |
| 12/13 | $35,525 | NA | $35,525 |
| 13/14 | $38,625 | $46,512 | $85,137 |
| 14/15 | $53,750 | $39,512 | $93,262 |
| Totals | $160,400 | $86,024 | $246,424 |

[1] Estimated annual costs based on estimated number of users less discount.
[2] First Year Preferred Client Discount for NFP
[3] Annual Preferred Client Discount for MCAH
[4] Annual Preferred Client Discount plus one-time Development Discount for MCAH
[5] Estimated annual costs based on estimated number of users less discount.
[6] Annual Best Partner Discount for First Five

Persimmony Home Visitation and Referral

*License Fees - Persimmony Licensing costs per Named User is inclusive of all fees for:

- System Maintenance and Programming
- ASP Operations
- User Licenses
- Software Customization Support
- Server Software Licenses
- Server Hosting
- Server Maintenance
- Database Administration and Backups

Actual charges invoiced, will be based on a quarterly accounting of active users in the system for the previous quarter.

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** 1st Tier Admin Support & 2nd Tier End-User Support: Persimmony provides comprehensive first tier support to the County Project Manager/Administrator and our online tools so all End Users can receive one-on-one virtual training and support plus second-tier support for all Authorized Users if the County Project Managers/Administrators are unable to troubleshoot the Users Database problems. Under the terms of the First 5 On-Line Database, 1st Tier Support will be provided to up to 40 authorized First 5 On-Line Database users using the Persimmony online support tracking system. Responses will be by telephone, e-mail or problem solving using remote desktop technology. Requestors are responsible for their own telephone, Internet and communication charges that they incur.

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Customization & Setup: One-time customization fees for the initial set-up. All customization requests after initial set-up to existing Database functionality and modules are free of charge for the term of our agreement!

Standard Persimmony First 5 On-Line Database

- System Maintenance and Programming
- ASP Operations
- User Licenses
- Software Support

**Annual Server Hosting and Licensing Fees**

- Server Software Licenses
- Server Hosting
- Server Maintenance
- Database Administration and Backups

**Technical Assistance and Support**

- Dedicated Data Coaching and Assistance
- Data Quality Assurance
- Partnership with First 5 Sonoma Evaluator
- Annual Evaluation Reports

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**Remember!** Using Persimmony decreases clerical time and billing errors AND ensures in-depth assessments giving more potential TCM services to allow for more billable encounters.

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Additionally, **you can recoup at least 50% of** your **costs** to implement Persimmony (software, hardware, wireless, phone, etc.) when you submit your administrative costs to determine your new TCM rate.

# 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 of Sonoma County

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Department of Health Services

**Staff Name and Phone Number:**
Rita Scardaci, 565-4700

**Supervisorial District(s):**
Countywide

**Title:** Community Transformation Grant Agreements

**Recommended Actions:**

Authorize the Director of Health Services to execute various agreements related to Community Transformation Grant funding previously presented on October 2012:

- Agreement with California Human Development to develop systems to gather accurate health data and increase wellness opportunities for local farm workers for the period June 1, 2013 through September 29, 2014, in an amount not to exceed $75,000;
- Agreement with Community Action Partnership to facilitate community planning in South Santa Rosa to address access to healthy food and healthy physical environments for the period June 1, 2013 through September 29, 2014, in an amount not to exceed $40,000; and
- Agreement with The Regents of the University of California to administer the 2013-2014 California Health Interview Survey to an additional 500 Sonoma County households for a total sample of 1,000 households for the period June 1, 2013 through September 29, 2014, in an amount not to exceed $140,000.

**Executive Summary:**

This item requests approval to execute agreements with:

- California Human Development to develop systems to gather accurate health data and increase wellness opportunities for local farm workers for the period June 1, 2013 through September 29, 2014, in an amount not to exceed $75,000.
- Community Action Partnership to facilitate community planning in South Santa Rosa to address access to healthy food and healthy physical environments for the period June 1, 2013 through September 29, 2014, in an amount not to exceed $40,000.
- The Regents of the University of California to administer the 2013-2014 California Health Interview Survey to an additional 500 Sonoma County households for a total sample of 1,000 households for the period June 1, 2013 through September 29, 2014, in an amount not to exceed $140,000.

On June 21, 2011, the Board of Supervisors directed the Department of Health Services (Department) to work with the Sonoma County Food System Alliance (SCFSA), other County Departments, and other partners to develop a Sonoma County Healthy and Sustainable Food Action Plan (Food Action Plan). The Food Action Plan approved by the Board on October 23, 2012 provides a Countywide policy and programmatic framework to stimulate and coordinate improvements in our food system. By encouraging specific organizational, regulatory, and legislative policy changes, the Food Action Plan supports the creation of a more vibrant food system for Sonoma County. The Food Action Plan encourages local governments, businesses, organizations, and individuals to commit to specific actions so they can play a role in building a viable food system for the County.

In September 2012, the Centers for Disease Control and Prevention (CDC) awarded a $3,517,360 Community Transformation Grant (CTG) to Sonoma County for the period of September 30, 2012 through September 29, 2014. The approved grant proposal included strategies approved as part of the Food Action Plan. On October 9, 2012, the Board delegated contract authority to the Department of Health Services Director to execute 13 single source agreements with specific partner organizations outlined in the CTG proposal. Subsequently and for reasons explained below, it is necessary to utilize alternate contractors for two of the approved agreements.

**Worksite Wellness**

Key to the viability of the Sonoma County food system is the health, safety, and stability of our agricultural worker population. The CTG implementation plan includes strategies to support Goal 9 of the Food Action Plan: Create opportunity and justice for farmers, seasonal and other farm workers, and food system workers.

St. Joseph's Health System was named as a partner to coordinate Worksite Wellness for agricultural workers in the CTG proposal and was one of the single source agreements approved by the Board on October 9, 2012. During contract negotiations, St. Joseph's Health System determined that they were not the appropriate agency for the CTG Agricultural Worker Wellness coordination component and withdrew from the project.

The Department is proposing a contract with California Human Development (CHD) for the implementation of the Worksite Wellness component of CTG. CHD is a nonprofit, community-based organization serving over 15,000 low income people annually throughout Northern California. They have experience managing federally-funded programs and have a unique relationship with the agricultural worker population, which is the focus of the approved CTG Worker Wellness component. CHD is the only local agency with a regional reach that focuses on farm worker health, including programs that help low income people secure the education, training, job opportunities and improved social conditions they need to live with independence and greater human dignity. CHD provides a broad spectrum of human services programs serving farm workers and other low-income and limited English-speaking populations, public assistance recipients, and those who are disabled, unemployed, homeless, or involved with the criminal justice system. CHD currently operates approximately 45 programs, funded by various federal, state, local and private sources. CHD's five divisions offer services that are locally implemented through a thirteen-county bilingual services network in northern California.

The CTG Worker Wellness activities will include an assessment of agricultural worker health in Sonoma County and the development of recommendations for a model worker wellness program for Sonoma County workers that works to promote healthy behaviors, support healthy work environments, and

improve access to health care. The Worksite Wellness project will be strengthened by CHD's experience and existing partnerships with farm workers, farmers, advocacy groups, and providers of wellness services.

The Department requests authority to execute an agreement in the previously approved amount of $75,000 with California Human Development to coordinate the Worksite Wellness component of CTG.

**South Santa Rosa Planning**

Another single source agreement approved in October 2012 was for Sonoma State University to provide training and technical support in healthy community design principles. As the Community Transformation Implementation Plan was negotiated with CDC in November 2012, the Healthy Design activities were expanded to include community-based planning for healthy design in South Santa Rosa. Sonoma State University (SSU) determined they do not have the capacity to facilitate the community-based activities, which creates a need to identify an additional provider. SSU will continue to train students and professionals as initially proposed. A total of $40,000 of the original $160,000 CTG SSU budget is needed to support a contract for the community planning component of the proposed healthy by design activities.

The Department is proposing a contract with Community Action Partnership (CAP) to implement the South Santa Rosa Planning component of CTG. CAP is Sonoma County's Community Action Agency, with experience managing federally-funded programs and a unique relationship with the neighborhoods of South Santa Rosa. CAP has been engaged with the planning efforts in South Santa Rosa since it began and is in a unique position to build upon support and advocacy efforts that it has already conducted in those areas. CAP is ready to begin conducting workshops immediately, particularly in light of the property tax revenue that is anticipated for redevelopment projects in the Roseland neighborhood.

The South Santa Rosa Planning component activities will include the development of a community stakeholder group to provide expertise on South Santa Rosa neighborhoods; conduct ten one-on-one meetings with community stakeholders to understand potential design challenges; facilitate three community workshops; and draft three development plans addressing such issues as transportation, pedestrian/bicycle access, healthy food availability and other healthy physical environments. These planning activities will provide the foundation for the multi-year objective to increase the number of South Santa Rosa residents with access to healthy and safe physical environments by 40,000.

The Department requests delegated authority to execute an agreement in the previously approved amount of $40,000 with Community Action Partnership to coordinate the South Santa Rosa Planning component of CTG.

**California Health Interview Survey Oversampling**

Since 2001, the University of California Los Angeles' Center for Health Policy Research has conducted the California Health Interview Survey (CHIS) on a variety of topics including health status, access to and quality of health care, enhancing community health, child and adolescent health, and health insurance coverage. A continuous statewide survey, CHIS is designed to provide a sample that is a representative of the state's diverse population and geographically stratified to provide independent estimates for most counties. CHIS is the nation's largest state health survey and a critical source of data on Californians as well as the state's various racial and ethnic groups. Policymakers, researchers, health experts, members of the media and others depend on CHIS for credible and comprehensive data on

the health of Californians.

Sonoma County will use California Health Interview Survey (CHIS) outcome data to measure changes in a number of key indicators included in the Community Transformation Plan. Our approved Community Transformation Grant application included a commitment to fund "oversampling" in the California Health Interview Survey to permit more robust estimates of changes in the subpopulations targeted by the grant (e.g. the Hispanic/Latino community). Under this agreement, University of California Los Angeles will double the number of households included in the 2013-2014 CHIS sample from 500 to 1,000, resulting in better representation of minority groups in the sample.

The Department requests authority to execute an agreement in the amount of $140,000 with The Regents of the University of California to oversample Sonoma County households in the 2013-2014 California Health Interview Survey in order to measure CTG outcomes for subpopulations targeted by the grant.

**Prior Board Actions:**

In October 2012, the Board authorized the Director of Health Services to execute single source agreements funded by the Community Transformation Grant for a total not to exceed amount of $1,161,621.

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

The Community Transformation Grant Worksite Wellness component will result in the development of systems to gather ongoing accurate data on agricultural worker health in Sonoma County and will increase wellness opportunities for local agricultural workers. These activities align with the goals of Health Action as well as goal 9 of the Sonoma County Healthy and Sustainable Food Action Plan "To create opportunity and justice for farmers, farm workers, and food system workers."

The Community Transformation Grant South Santa Rosa Planning component will result in facilitation of community planning in South Santa Rosa to address access to healthy food and healthy physical environments consistent with the goals of Health Action as well as the DHS Strategic Plan goal of mobilizing the community.

The Community Transformation Grant California Health Interview Sample oversampling of an additional 500 households aligns with the goals of Health Action as well as the DHS Strategic Plan by allowing the Department to adequately measure the impact of interventions and the health disparities of minority populations.

| Fiscal Summary - FY 12-13 | | | | | |
|---|---|---|---|---|---|
| **Expenditures** | | | **Funding Source(s)** | | |
| Budgeted Amount | $ | 168,750 | County General Fund | $ | 0 |
| Add Appropriations Reqd. | $ | 0 | State/Federal | $ | 168,750 |
| | $ | | Fees/Other | $ | 0 |
| | $ | | Use of Fund Balance | $ | 0 |
| | $ | | Contingencies | $ | 0 |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **168,750** | **Total Sources** | **$** | **168,750** |

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

The FY 12-13 Budget includes $18,750 for California Human Development, $10,000 for Community Action Partnership, and $140,000 for The Regents of the University of California. The $86,250 balance is included in the FY 13-14 Budget.

**Staffing Impacts**

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

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

N/A

**Attachments:**

California Human Development agreement, Community Action Partnership agreement, and The Regents of the University of California agreement

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

None

# COUNTY OF SONOMA
# AGREEMENT FOR SERVICES

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

## RECITALS

WHEREAS, Contractor represents that it is a duly qualified nonprofit, community-based organization, experienced in conducting assessments and providing a broad spectrum of human services programs serving farmworkers and other low-income and limited English-speaking populations; and

WHEREAS, in the judgment of the Sonoma County Department of Health Services, it is necessary and desirable to employ the services of Contractor to develop systems to gather ongoing accurate data on farmworker health in Sonoma County as proposed in the Sonoma County Healthy and Sustainable Food Action Plan and to increase wellness opportunities for local farmworkers as proposed in the Community Transformation Grant implementation plan.

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

## AGREEMENT

1. Scope of Services.

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

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

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

additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in "Exhibit A," provided, however, that total payments to Contractor shall not exceed $75,000 (seventy-five thousand dollars), without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

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

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

3. Term of Agreement. The term of this Agreement shall be from effective date to September 29, 2014 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Health Services

Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

4.6 Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Article 5, Indemnification; (2) Section 9.5, Records Maintenance; (3) Section 9.5.1, Right to Audit, Inspect and Copy Records; (4) Section 9.15, Confidentiality; and (5) Section 13.5, Applicable Law and Forum.

4.7 Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding which the County anticipated using to pay Contractor for services provided under this Agreement or County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing

Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

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

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

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

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

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable

under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5.1 Right to Audit, Inspect and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by county within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit county or governmental or accrediting agencies to access patient medical records.

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

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

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

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

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned

to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

9.13 Sanctioned Employee. Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractor and contractors. In the event Contractor does employ such individual(s) or entity(s), Contractor agrees to assume full liability for any associated penalties, sanctions, loss or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

9.15 Confidentiality. Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Paragraph 9.15 shall survive termination of this Agreement.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been

received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

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

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

TO: COUNTY:

Trayce Beards
CTG Health Program Manager
Health Policy, Planning and Evaluation Division
Sonoma County Department of Health Services
490 Mendocino Avenue, Suite 202
Santa Rosa CA 95401
Phone: (707) 565-6685
Fax: (707) 565-6619
Trayce.Beards@sonoma

TO: CONTRACTOR:

Christopher Paige
Chief Executive Officer
California Human Development
3315 Airway Drive
Santa Rosa, CA 95403
Phone: (707) 521-4726
Fax: (707) 523-3776
Chris.Paige@CAHumanDevelopment.org

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

recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

Dated 6/6/13

Christopher Paige, Chief Executive Officer
California Human Development

COUNTY OF SONOMA:

Dated _____

Rita Scardaci, MPH, Director
Department of Health Services

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

Dated 6/6/13

Division Director or Designee

# Exhibit A
# Scope of Work and Budget

**Objectives:**

- **Increase understanding of local food systems worker wages, benefits, and working conditions, and increase wellness opportunities for local farm and food systems workers.**
- **Increase the number of agricultural and food service workers that have access to worksite wellness programs from 0 to 15,000.**

| Activities | Timeline | Hours | Total Dollars @ $50/Hour |
|---|---|---|---|
| **1. Task Force**<br>A task force will be established to assist with assessment and development of a guidance document.<br><br>CHD will:<br>a. Recruit and engage task force members including employers and agricultural workers<br>b. Participate in task force meetings<br>c. Support DHS staff in meeting facilitation | May 2013 – Sep 2014 | | |
| **Total** | | **102** | **$5,100** |
| **2. Data System**<br>Systems will be developed to gather ongoing, accurate data on farm and food system workers in Sonoma County.<br><br>CHD will:<br>a. Research and report which community partners are already collecting data on this population<br>b. Collaborate with DHS staff and task force participants to develop an assessment tool<br>c. Conduct an assessment to gather data<br>d. Lead task force members to develop a system for ongoing data collection | May – Dec 2013 | | |
| **Total** | | **380** | **$19,000** |
| **3. Guidance Document**<br>A guidance document on key components of a model farm and food service worker wellness program will be developed.<br><br>CHD will:<br>a. Collaborate with DHS staff to analyze data gathered from assessment<br>b. Research best practices and innovative policies<br>c. Develop a guidance document including a report of data gathered, best practices, and recommended strategies of a model worker wellness program | Nov 2013 – Mar 2014 | | |
| **Total** | | **540** | **$27,000** |

| Activity | Timeline | Hours | Total Dollars @ $50/Hour |
|---|---|---|---|
| **4. Pilot Testing**<br>Model program components will be pilot tested in at least one local farm or food service worker site. Guidance will be refined based on pilot findings.<br><br>CHD will:<br>a. Identify and recruit Sonoma County employer to test guidance document<br>b. Educate employer on implementation of recommended strategies<br>c. Assist DHS staff to evaluate outcomes of pilot testing<br>d. Collaborate with task force members to refine guidance document based on findings | Mar – Aug 2014 | | |
| **Total** | | **360** | **$18,000** |
| **5. Promotion**<br>Finalized guidance document will be disseminated amongst farm and food service employers. Use of the guidance document will be promoted to employers.<br><br>CHD will:<br>a. Publicize availability of guidance document, benefits of implementation, and results of testing<br>b. Disseminate guidance document to Sonoma County farm and food service employers<br>c. Promote adoption of guidance document recommendations | Aug – Sep 2014 | | |
| **Total** | | **118** | **$5,900** |
| **TOTAL CONTRACT** | | **1,500** | **$75,000** |

# Exhibit B
# County of Sonoma Insurance Requirements

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

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

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

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

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.

d. **County of Sonoma, its Officers, Agents and Employees** shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
g. The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
h. *Required Evidence of Insurance*:
   i. Copy of the additional insured endorsement or policy language granting additional insured status; and
   ii. Certificate of Insurance.

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

4. **Standards for Insurance Companies**
   Insurers shall have an A.M. Best's rating of at least A:VII.

5. **Documentation**
   a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
   b. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees; Attn: Rebecca Wachsberg, Health Policy, Planning and Evaluation Division, 490 Mendocino Avenue, Suite 205, Santa Rosa, CA 95401.
   c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
   d. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
   e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

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

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

# COUNTY OF SONOMA
# AGREEMENT FOR SERVICES

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

## RECITALS

WHEREAS, Contractor represents that it is a duly qualified nonprofit, designated Community Action Agency, experienced in partnering with low income families and individuals to help them achieve economic and social stability, to build community, and to advocate for social and economic justice; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor to facilitate community planning in South Santa Rosa to address access to healthy food and healthy physical environments as proposed in the Community Transformation Grant implementation plan.

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

## AGREEMENT

1. Scope of Services.

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

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

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

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in "Exhibit B," provided, however, that total payments to Contractor shall not exceed $40,000 (forty thousand dollars), without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the

Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

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

3. Term of Agreement. The term of this Agreement shall be from effective date to September 29, 2014 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

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

4.6 Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Article 5, Indemnification; (2) Section 9.5, Records Maintenance; (3) Section 9.5.1, Right to Audit, Inspect and Copy Records; (4) Section 9.15, Confidentiality; and (5) Section 13.5, Applicable Law and Forum.

4.7 Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding which the County anticipated using to pay Contractor for services provided under this Agreement or County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure

such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

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

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

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

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

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

9.5.1 Right to Audit, Inspect and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by county within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit county or governmental or accrediting agencies to access patient medical records.

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

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

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

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

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party

without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

9.13 Sanctioned Employee. Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractor and contractors. In the event Contractor does employ such individual(s) or entity(s), Contractor agrees to assume full liability for any associated penalties, sanctions, loss or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

9.15 Confidentiality. Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Paragraph 9.15 shall survive termination of this Agreement.

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:

Trayce Beards
CTG Health Program Manager
Health Policy, Planning, and Evaluation Division
Sonoma County Department of Health Services
490 Mendocino Avenue, Suite 202
Santa Rosa CA 95401
Phone: (707) 565-6685
Fax: (707) 565-6619
Trayce.Beards@sonoma-county.org

TO: CONTRACTOR:

Jennie Tasheff
Interim Executive Director
Community Action Partnership of Sonoma County
1300 North Dutton Avenue
Santa Rosa, CA 95401
Phone: (707) 544-6911
Fax: (707) 526-2918
jtasheff@capsonoma.org

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

Jennie C. Tasheff — Dated 5/28/13

Jennie Tasheff, Interim Executive Director
Community Action Partnership of Sonoma County

COUNTY OF SONOMA:

_____ Dated _____

Rita Scardaci, MPH, Director
Department of Health Services

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

_____ Dated 6/3/13

Division Director or Designee

# Exhibit A
# Scope of Work

| | | |
|---|---|---|
| **2.5 Annual/Multi-Year Objective (AMO)** | By September 29, 2014, increase number of South Santa Rosa residents with access to healthy and safe physical environments from 0 to 40,000. | |
| **Timeframe** | **Start Date:** June 1, 2013 | **End Date:** September 2014 |
| **Objective Description (AMO)** | Educate communities about comprehensive approaches to improve community design to enhance walking and bicycling and active transportation. South Santa Rosa is one of the most impoverished and diverse neighborhoods in Santa Rosa. The neighborhood has minimal access to healthy environments, including safe physical activity locations, healthy food, and overall healthy and safe physical environment attributes. While this AMO rests in the larger physical activity PPO, it will also secondarily affect access to healthy food, an increased safe environment, and mental and emotional well-being. | |
| **Strategy (AMO)** | Active living and health eating; healthy and safe physical environment. | |
| **Setting/Sector (AMO)** | Community | |
| **Population Focus (AMO)** (Check Only One) | ☐ **General/Jurisdiction Wide**<br><br>**Estimated Population Reach:** | ☑ **Health Disparity Focus** (specify population by age, urban or rural location, gender, race/ethnicity, education, income, sexual orientation, disability or other): Low income residents of South Santa Rosa<br>**Estimated Population Reach of Health Disparity Focus:** 40,000 |
| **Reach/Number of Units (AMO)** | 40,000 | |

| Milestones/Activities (limit 10) | Timeline | Short Term Outcome/ Measure | Lead Staff | Key Partners |
|---|---|---|---|---|
| 1. Develop a community stakeholder group to serve as an advisory body and provide expertise on the neighborhoods. | June 2013 | Stakeholder group developed | Carlos del Pozo, Program Manager | Community members, Sonoma County Transportation Authority, Sonoma County Permit Resources and Management Department, City of Santa Rosa |
| 2. By invitation, at least 10 one-on-one meetings will be conducted with 10 community stakeholders from South Santa Rosa to better understand the background and history of South Santa Rosa and potential design challenges. | June to Sept 2013 | 10 one-on-one meetings conducted. | Community Engagement Specialist (To be hired) | Community members, Sonoma County Transportation Authority, Sonoma County Permit Resources and Management Department, City of Santa Rosa |
| 3. The first of three community workshops will be conducted to | July to Sept 2013 | At least 20 community | Community Engagement | |

| | | | | | |
|---|---|---|---|---|---|
| | gather community input on development ideas for South Santa Rosa, engaging key community stakeholders. | | members in attendance. | Specialist (To be hired) | |
| 4. | Three draft development plans addressing healthy transportation, pedestrian/bicycle access, healthy food availability, and other healthy physical environments will be developed for South Santa Rosa. | Oct 2013 to Mar 2014 | Three development plans completed. | Carlos del Pozo, Program Manager | |
| 5. | The second of three community workshops will be conducted to gather community input on development ideas for South Santa Rosa. | Jan to Mar 2014 | At least 20 community members in attendance. | Community Engagement Specialist (To be hired) | |
| 6. | Three updated draft development plans for South Santa Rosa will be developed based on feedback from the second community workshop. | Jan to Jun 2014 | Three updated development plans completed. | Carlos del Pozo, Program Manager | |
| 7. | A final community workshop will be conducted to present the preferred development in greater detail. | Apr to Jun 2014 | At least 20 community members in attendance. | Community Engagement Specialist (To be hired) | |
| 8. | Additional funding sources will be identified for infrastructure development based on final development plan. | July to Sept 2014 | At least two potential funding sources identified. | | |

# Exhibit B
## Budget and Budget Justification

Contractor: Community Action Partnership of Sonoma County
Project Title: Community Transformation - South Santa Rosa Planning
Contract #:
Period: June 1, 2013 - September 30, 2014

| | | | | |
|---|---|---|---|---|
| | PERSONNEL | | | Budget |
| | Title | Total Hours/ Year | Rate/Hour | |
| 1. | Program Manager | 20 hrs/mo x 16 mo | x $25/hr | $ 8,000 |
| 2. | Community Engagement Specialist | 60 hrs/mo x 16 mo | x $20/hr | $ 19,200 |
| | | **Sub-Total Salaries** | | **$ 27,200** |
| | BENEFITS (16.09% of Salaries) | | | $ 4,376 |
| | | **TOTAL PERSONNEL** | | **$ 31,576** |
| | OPERATING EXPENSES | | | |
| | Category | Allocation Basis | | |
| 1. | Rent | | | |
| 2. | Office Expense | Postage, IT, office supplies | | $ 318 |
| 3. | Communications | Broadband, phone, fax | | $ 230 |
| 4. | Copying/Printing | copies and printing of plan drafts and final | | $ 692 |
| 5. | Health Education Materials - program supplies | | | $ 400 |
| 6. | Incentives: stipends for neighborhood resident leaders @ $25/per leader per stakeholder session and/or workshop | | | $ 1,200 |
| 7. | General liability insurance | | | $ 148 |
| 8. | Food for stakeholder meetings and workshops | | | $ 700 |
| | | **TOTAL OPERATING** | | **$ 3,688** |
| | INDIRECT COSTS 15% of total personnel | | | **$ 4,736** |
| | | **TOTAL CONTRACT** | | **$ 40,000** |

# Exhibit C
# County of Sonoma Insurance Requirements

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

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

## 1. Workers Compensation and Employers Liability Insurance

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

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

## 2. General Liability Insurance

- **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- **d.** **County of Sonoma, its Officers, Agents and Employees** shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
- **e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- **f.** The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- **g.** The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- **h.** *Required Evidence of Insurance*:
  - **i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
  - **ii.** Certificate of Insurance.

## 3. Automobile Liability Insurance

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

## 4. Standards for Insurance Companies

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

## 5. Documentation

a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
b. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees; Attn: Rebecca Wachsberg, Health Policy, Planning and Evaluation Division, 490 Mendocino Avenue, Suite 205, Santa Rosa, CA 95401.
c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
d. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

## 6. Policy Obligations

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

## 7. Material Breach

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

# COUNTY OF SONOMA
# FIXED RATE AGREEMENT

This fixed rate agreement is made as of _____, 2013, by and between The Regents of the University of California (hereinafter referred to as "UCLA") and Sonoma County (hereinafter referred to as "Recipient");

WITNESSETH THAT:

WHEREAS, UCLA has received a contract from Sonoma to conduct research for the project entitled, "California Health Interview Survey (CHIS) 2013-2014"; and

WHEREAS, UCLA has represented that it has the present ability to perform said work;

NOW THEREFORE, the parties hereto do hereby mutually agree as follows:

Article 1: Statement of Work
UCLA shall provide all necessary and qualified personnel, equipment, material and facilities to accomplish the programmatic and technical activities applicable to the Subrecipient as set forth in "Exhibit A," attached hereto and incorporated by reference herein.

Article 2: Key Personnel and Performance
UCLA Principal Investigator is considered key personnel and essential to the work conducted under this Agreement. UCLA will make best efforts in performing the work under this Agreement and services will be rendered at a level commensurate with professional standards acceptable in the discipline and within the scope of the project.

UCLA: Ninez Ponce, Ph.D., Principal Investigator
UCLA Center for Health Policy Research
10960 Wilshire Boulevard, Suite 1550
Los Angeles, CA 90024
310-794-2691
nponce@ucla.edu

David Grant, Ph.D, Co-Principal Investigator
Director, California Health Interview Survey
UCLA Center for Health
Policy Research
10960 Wilshire Blvd., Suite 1550
Los Angeles, CA 90024
310-794-0916
dgrant@ucla.edu
www.chris.ucla.edu

Article 3: Period of Performance
The period of performance under this Agreement shall commence on May 1, 2013 through July 30, 2015.

Article 4: Invoicing and Payment
UCLA will submit an invoice upon execution of the Agreement, in accordance with the budget set forth in "Exhibit B."

Article 5: Protection of Research Subjects
If human or animal subjects are used in the conduct of the work performed under this Agreement, UCLA must have institutional approval from the office for the protection in of research subjects in accordance with federal regulations.

Article 6: Indemnification
Each party shall protect, indemnify, and save the other harmless from and against any damage, cost or liability for any or all injuries to persons or property arising out of the performance of this Agreement but only in proportion to and to the extent such damage, cost or liability results from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

Article 7: Insurance
With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain insurance as described in "Exhibit C," which is attached hereto and incorporated herein by this reference.

In witness whereof, the parties hereto have executed this Agreement as of the day and year written.

**CONTRACTOR:**

The Regents of the University of California

By: _____ Date: 5/21/13
Keith Andre, Contract & Grant Officer

**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: 5/21/13
Division Director or Designee

**Approved as to Form:**

By: _____ Date: 5/10/13
Deputy County Counsel

# Exhibit A
# Statement of Work

## Agreement With The Regents of the University of California (UCLA) For Additional CHIS Sample in Sonoma County

1. **Scope of Work/Purpose**
   Contractor shall administer the 2013-2014 California Health Interview Survey (CHIS 2013-2014) to complete an additional 500 households in Sonoma County. The additional households will be combined with the CHIS base sample of 500 households in Sonoma County to complete a total of 1,000 households. The total amount for the project will be $140,000.

2. **Background Information**
   The University of California Los Angeles Center for Health Policy Research (UCLA-CHPR) conducts a continuous statewide survey (California Health Interview Survey or CHIS) on a variety of topics including health status, access to and quality of health care, enhancing community health, child and adolescent health, and health insurance coverage. These surveys have been conducted since 2001. CHIS is designed to provide a sample that is a representative of the state's diverse population and geographically stratified to provide independent estimates for most counties.

3. **Goals and Objectives**
   To augment the planned sample with the aim of increasing the number of households included in the CHIS 2013-2014 Sonoma County sample from 500 to 1,000 households.

4. **Target Population and Geographic Area**
   Target Population: Contractor shall provide the services described herein to the following target population: All persons residing in households within the County of Sonoma.

5. **Survey Content**
   Contractor will add one question to the CHIS 2013-2014 adult (ages 18 and over) questionnaire. This question will be administered to Sonoma County adults ages 50 years and older. This additional question will be fielded in English and Spanish and worded as follows: "Do you currently have something in writing that states your wishes regarding end-of-life medical care?"

   UCLA-CHPR is responsible for translating this question from English into Spanish and for obtaining Institutional Review Board (IRB) approval for human subjects research from UCLA and the California Committee for the Protection of Human Subjects.

6. **Sample and Weighting**

Contractor shall collaborate with its data collection subcontractor, Westat, to develop an appropriate method to complete an additional 500 households as part of the Sonoma sample for CHIS 2013-2014. The base sample of 500 households will be conducted as a telephone survey utilizing a random digit-dial (RDD) sampling strategy. The base RDD sample will use a combination of telephones designated for landline and cellular use, with about 80% of the sample conducted by landline and the remaining 20% conducted by cell phone. The additional sample of 500 households will be conducted through an address-based sampling (ABS) strategy. The ABS method allows for the inclusion of households with cell-phone only service that could not otherwise be included due to the inability to adequately target cell-phone numbers to geography. For the additional households conducted by ABS, a sample of residential addresses in Sonoma County will be drawn and reverse matched to provide a telephone number for as many addresses as possible. Sampled addresses successfully matched to a telephone number will be called in the same manner as the RDD sample. Sampled addresses that cannot be matched to a phone number will be sent a short survey by mail along with a postage-paid, pre-addressed envelope. The short survey will ask a few health questions and attempt to collect a phone number. Those households that provide a phone number in response to the mail survey will be contacted by telephone following the RDD interview protocol.

Data collection for the additional 500 households in Sonoma County will be completed by September 30, 2014. Following the completion of all CHIS 2013-2014 data collection, the RDD and ABS samples will be combined and weighted together using a dual-frame weighting approach. The CHIS 2013-2014 Sonoma County files shall include base and additional sample and the adult, child and adolescent information. These data shall include a single set of sample weights that appropriately adjusts for the dual-frame sample (RDD base and over sample).

7. **Data Collection and Reporting Requirements**

The additional data collected in Sonoma County shall be included with the regular release of CHIS Local Health Department (LHD) data files and delivered to the County upon release of the LHD files. The LHD file delivered to Sonoma County will also include the additional variable on advanced directives. In addition, CHIS shall provide all the necessary data file documentation and data dictionaries and survey instruments.

# Exhibit B
# Budget and Budget Justifications

## UCLA Center for Health Policy Research

**Title:** CHIS 2013 2014
**Agency:** Sonoma County Oversample
**Project Dates:** May 1, 2013 to July 30, 2014

| EXPENSE LINE ITEM | | AMOUNT |
|---|---|---|
| Payroll & Benefits Subtotal | $ | 27,472 |
| Project Related Expenses Subtotal | $ | 3,651 |
| Subcontract for Data Collection Subtotal | $ | 95,000 |
| Total Direct Cost | $ | 126,123 |
| Indirect Costs (26% Modified Total Direct Costs) | | 13,877 |
| **GRAND TOTAL** | **$** | **140,000** |

# Exhibit C
# Insurance Requirements

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

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

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

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

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.

d. County of Sonoma, its Officers, Agents and Employees shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
g. The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
h. *Required Evidence of Insurance:*
   i. Copy of the additional insured endorsement or policy language granting additional insured status; and
   ii. Certificate of Insurance.

**3. Automobile Liability Insurance**

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

**4. Professional Liability/Errors and Omissions Insurance**

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

**5. Standards for Insurance Companies**

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

**6. Documentation**

a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on

file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

**b.** The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees; Attn: Rebecca Wachsberg, Health Policy, Planning and Evaluation Division, 490 Mendocino Avenue, Suite 205, Santa Rosa, CA 950401.

**c.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

**d.** Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

**e.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**7. Policy Obligations**

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

**8. Material Breach**

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

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 35**
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 25, 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:** Investments in Health Access

**Recommended Actions:**

Adopt a resolution authorizing the County to grant $500,000 to Santa Rosa Community Health Centers toward the capital costs of building a comprehensive community dental clinic.

Adopt a resolution authorizing the County to grant $100,000 to Alliance Medical Center toward capital costs and service expansion.

Adopt a resolution authorizing the County to grant $100,000 to Alexander Valley Healthcare toward capital costs and service expansion.

Authorize the Director of Health Services to execute an agreement with La Luz Center to expand access to health care for the period July 1, 2013 to June 30, 2016 in an amount not to exceed $330,000.

**Executive Summary:**

This item requests that the Board adopt resolutions authorizing the County to grant three capital and service expansion grants to community health centers and service providers to improve access to care under the Affordable Care Act (ACA). These grants consist of a one-time $500,000 to Santa Rosa Community Health Centers toward the capital costs of building a comprehensive community dental clinic; and one-time grants of $100,000 each for Alliance Medical Center and Alexander Valley Healthcare for capital costs and service expansion. The Department of Health Services is currently engaged in conversations with the Petaluma Health Center, Sonoma Valley Health Center, and West County Health Centers to identify specific needs and opportunities, and the Department will return to the Board for similar one-time grant approvals as appropriate.

Additionally, this item requests approval to execute an agreement with La Luz Center to fund capital costs and expand access to health care services, for the period July 1, 2013 to June 30, 2016 in an amount not to exceed $330,000.

These grants will be supported through the Department's Intergovernmental Transfer funds. For several years, California counties participating in Medi-Cal Managed Care have entered into Intergovernmental

Transfer (IGT) agreements with the California Department of Health Care Services (DHCS) to increase federal funding available for State payments to Medi-Cal Managed Care health plans. IGT funds are used in combination with other state and federal funds to expand and enhance programs and services provided by the County and community based care providers. This process of blended program funding maximizes service impact at a time when inadequate funds from any one single source exist to address the growing needs of many living in poverty in Sonoma County.

In March of 2013, the Board approved the IGT budget and expenditure plan, which was also approved by the Partnership Health Plan Board. Use of IGT funds are subject to numerous restrictions on their use. The investments these contracts make in ACA implementation, oral health of the community, behavioral health and integration of clinic serves are aligned with the proposed uses described in the March 2013 Board Item.

Santa Rosa Community Health Centers In the February 2013 report to the Board, the Department recognized the Sonoma County Task Force on Oral Health findings that only 15 dentists were available for 109,000 low income children, and that more than 50% of the county's third graders have experienced tooth decay.

Santa Rosa Community Health Centers (SRCHC) provides care for more than 40,000 people, providing more than 183,000 medical visits each year and has been working to expand dental services. SRCHC embarked on a fundraising campaign with to purchase a building for a dental clinic. In May 2013, SRCHC completed the purchase of a 12,600 square foot building located at 1110 North Dutton Avenue in Santa Rosa.

SRCHC will apply the one-time IGT grant funding of $500,000 for capital costs associated with modifying and equipping the dental clinic. When complete the clinic expects to serve at least 6,500 people in Sonoma County without adequate access to dental care.

Alliance Medical Center

Alliance Medical Center, a Federally Qualified Health Center (FQHC) founded in Healdsburg in 1971, provides services through sites in Healdsburg and Windsor, will receive a one-time grant of $100,000 to assist in the expansion of services anticipated with the advent of the Affordable Care Act in January 2014. The funds will also expand Behavioral Health integration into the Alliance Windsor clinic.

Alliance Medical Center is the only provider of primary care services in Windsor. The Windsor clinic currently serves 4,160 patients for 12,564 visits per year. The current Windsor site is only 3,000 square feet, which includes one provider office and seven examination rooms, and has reached its maximum capacity for patient access. The space is inadequate to meet increased public demand and does not facilitate opportunities for care integration.

As Alliance prepares for the implementation of the ACA, it leased a new Windsor site next door to its current clinic, which offers 4,500 square feet, thirteen exam rooms and four clinic offices. With funding to complete capital expansion and renovation, the new site will add pediatric dental, as well as demand from newly Medi-Cal-eligible patients.

Project costs include complete renovation and modifications to necessary site infrastructure. In addition, with the expected additional patient visits, Alliance will use a portion of funding to support hiring of new staff, which will be funded by ongoing increased Medicaid revenues.

Alexander Valley Healthcare (AVH)

The Alexander Valley Healthcare is the only Rural Health Clinic in Sonoma County. AVH will also receive a one-time grant of $100,000.

The proposed project will fund capital costs to expand existing medical and behavioral health services. Public services and programs that address the behavioral health needs of residents in the northern region of the County are limited. In an effort to best meet the needs of the community, AVH will increase the availability of much needed behavioral health services and ensure those services are integrated with primary care. Funds will also be used for related facility renovations, new technology, and new medical equipment. A portion of the funds will be allocated for start-up expenses associated with the expansion behavioral heath services, specifically the creation of a substance abuse program. To help assure the project is successful, a portion of the funds will be allocated to hire a project coordinator, support the facilitation of the remodel design, the acquisition of a modular office space, and other project costs.

La Luz

La Luz Center is a non-profit organization that provides comprehensive services to a largely low-income, Latino population in the Springs area of Sonoma Valley. La Luz Center serves over 20,000 individuals and families by providing education programs for individuals of many ages, family services, emergency assistance, and leadership programs focused on civic engagement, a Vineyard Worker Services program, and a volunteer program.

Infrastructure improvements are needed to continue to serve the expanding needs of the Springs community. Since 2008, La Luz has experienced a 400 percent increase in walk-ins. Essential improvements such as a larger entryway and offices are needed to improve accessibility and privacy at the center. The remodeling plans include: 1) an entrance that is ADA accessible, 2) a waiting room that can accommodates up to 10 people, 3) a private intake area, 4) private offices for Certified Enrollment Assister and Family Advocate staff, and 5) a safe children's waiting area.

Total funding of $65,000 by the Department over the first year of the agreement will allow La Luz to make these infrastructure improvements. The remaining project costs will be funded by County of Sonoma First 5 funds, private funds and La Luz operational funds.

Funding of $75,000 annually, totaling $225,000 over a three year term will allow La Luz Center to meet the expanding health care access needs of the residents of Sonoma Valley. The remaining program costs will be funded by La Luz operational funds.

Funding of $40,000 over the first year of the grant will be used to produce a service delivery model assessment and a redesigned customer service database and training to increase efficiency, capacity, and provide training. Remaining project costs will be funded by La Luz operational funds.

**Prior Board Actions:**

On March 19, 2013 the Board authorized DHS to execute an Intergovernmental Transfer with California Department of Health Services.

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

Santa Rosa Community Health Centers, La Luz Center, Alliance Medical Center, and Alexander Valley Healthcare agreements will support the Sonoma County Board of Supervisors' goal of becoming "the

healthiest county in California by the year 2020" by implementing community infrastructure improvements, services designed to improve systems and individual abilities to access health care benefits and other services, leveraging opportunities presented by the implementation of the ACA.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 880,000 | County General Fund | $ | 0 |
| Add Appropriations Reqd. | $ | 0 | State/Federal | $ | |
| | $ | | Fees/Other | $ | 0 |
| | $ | | Use of Fund Balance | $ | 880,000 |
| | $ | | Contingencies | $ | 0 |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **880,000** | **Total Sources** | **$** | **880,000** |

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

SRCHC: The FY 13-14 budget includes $500,000 for this grant. Funding source for this grant is Intergovernmental Transfer funds (IGT).

La Luz: The funding source for this agreement is Intergovernmental Transfer (IGT) for $330,000 over a three year term. Funding of $180,000 is included in the FY 13-14 Budget. Additional funding of $75,000 for FY 14-15 and $75,000 for FY 15-16 will be included in future year budgets.

Alliance: The FY 13-14 budget includes $100,000 for this grant. Funding source for this grant is IGT.

Alexander Valley Healthcare: The FY 13-14 budget includes $100,000 for this grant. Funding source for the grant is IGT.

**Staffing Impacts**

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

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

N/A

**Attachments:**

Resolutions for Santa Rosa Community Health Centers, Alliance Medical Center, and Alexander Valley Healthcare; agreements for Santa Rosa Community Health Centers, Alliance Medical Center, Alexander Valley Healthcare, and La Luz Center

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

None

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing A $500,000 Grant To Santa Rosa Community Health Center Toward the Capital Costs of Building A Comprehensive Dental Health Center.**

**Whereas,** Santa Rosa Community Health Center (SRCHC) operates seven health care facilities in the Santa Rosa area and provides a broad range health care services to over 25,000 low incoming and medically under-served residents of Sonoma County, including but not limited to, immunizations, perinatal and prenatal care, family planning services, cancer screenings, mental health services, and care for individuals with HIV/AIDS; and

**Whereas,** SRCHC needs additional funding to purchase equipment for development of a comprehensive, state-of-the-art dental center located at 1110 North Dutton Avenue in Santa Rosa that will serve approximately 6500 individuals; and

**Whereas,** the Community Dental Clinic will be instrumental in improving oral health of community members who do not currently have access to dental care, and fill a disparate gap in pediatric dentistry that exists within our community; and

**Whereas,** Government Code Section 26227 authorizes the Board of Supervisors to expend County funds to support programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the County, including but not limited to, providing health services and meeting the needs of physically, mentally and financially handicapped persons and aged persons.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma hereby finds, declares, and determines as follows:

1. All of the above findings are true and correct;

2. Approval of a $500,000 grant to SRCHC to assist with the purchase of a dental facility ("Grant") is deemed by this Board to be necessary to meet the health needs of low income and medically underserved residents of Sonoma County;

3. The Grant to SRCHC is in the best interests of the county and general public;

4. The Grant is hereby approved and the Director of the Department of Health Services is authorized to execute a Grant Agreement with Santa Rosa Community Health Centers, subject to approval by County Counsel; and

5. Pursuant to CEQA Guidelines sections 15332, 15301, 15303, and 15061(b)(3), the Grant is exempt from the requirements of CEQA because it is for the use, conversion and minor alteration of an existing facility within city limits, that is consistent with the applicable general plan and zoning designation, and it can be seen with certainty that the activity will not have a significant effect on the environment. The Director of Health Services or her designee is directed to file a Notice of Exemption in the form required by CEQA and CEQA guidelines.

**Supervisors:**

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing A $100,000 Grant To Alliance Medical Center Toward the Capital Costs and Services Expansion.**

**Whereas,** Alliance Medical Center, a Federally Qualified Health Center (FQHC) serving Healdsburg and Windsor areas currently serves 4,160 patients in Windsor each year, providing an array of medical and preventive treatments, has reached capacity in its location in Windsor and needs to expand to accommodate more patients, especially in light of the Affordable Care Act's imminent implementation; and

**Whereas,** Alliance Medical Center needs additional funding to renovate the newly leased space in Windsor in order to outfit an increased number of examination; and

**Whereas,** the expanded medical offices will be able to serve 2,000 new patients per year along with existing patients, increasing the number of office visits by 6,000; and

**Whereas,** Government Code Section 26227 authorizes the Board of Supervisors to expend County funds to support programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the County, including but not limited to, providing health services and meeting the needs of physically, mentally and financially handicapped persons and aged persons.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma hereby finds, declares, and determines as follows:

1. All of the above findings are true and correct;

2. Approval of a $100,000 grant to Alliance Medical Center to assist with the renovation of a larger medical facility ("Grant") is deemed by this Board to be necessary to meet the health needs of low income and medically underserved residents of Sonoma County;

3. The Grant to AMC is in the best interests of the county and general public;

4. The Grant is hereby approved and the Director of the Department of Health Services is authorized to execute a Grant Agreement Alliance Medical Center, subject to approval by County Counsel; and

5. Pursuant to CEQA Guidelines sections 15332, 15301, 15303, and 15061(b)(3), the Grant is exempt from the requirements of CEQA because it is for the use, conversion and minor alteration of an existing facility within city limits, that is consistent with the applicable general plan and zoning designation, and it can be seen with certainty that the activity will not have a significant effect on the environment. The Director of Health Services or her designee is directed to file a Notice of Exemption in the form required by CEQA and CEQA guidelines.

**Supervisors:**

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing A $100,000 Grant To Alexander Valley Healthcare Toward the Capital Costs and Services Expansion.**

**Whereas,** Alexander Valley Healthcare (AVH), serves the community in the northern part of Sonoma County; and

**Whereas,** behavioral health services and programs that address the mental health and substance use disorder needs of residents in Northern Sonoma County can be limited; and

**Whereas,** AVH seeks a one-time grant to integrate new behavioral health programs into the medical programs already provided, which requires an expansion of the existing space to accommodate need; and

**Whereas,** Government Code Section 26227 authorizes the Board of Supervisors to expend County funds to support programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the County, including but not limited to, providing health services and meeting the needs of physically, mentally and financially handicapped persons and aged persons.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma hereby finds, declares, and determines as follows:

1. All of the above findings are true and correct;

2. Approval of a $100,000 grant to Alexander Valley Healthcare to assist with the renovation of a larger medical facility ("Grant") is deemed by this Board to be necessary to meet the health needs of low income and medically underserved residents of Sonoma County;

3. The Grant to AVH is in the best interests of the county and general public;

4. The Grant is hereby approved and the Director of the Department of Health Services is authorized to execute a Grant Agreement with Alexander Valley Healthcare, subject to approval by County Counsel; and

5. Pursuant to CEQA Guidelines sections 15301, 15303, and 15061(b)(3), the Grant is exempt from the requirements of CEQA because it is for the use, conversion and minor alteration of an existing facility, and it can be seen with certainty that the activity will not have a significant effect on the environment. The Director of Health Services or her designee is directed to file a Notice of Exemption in the form required by CEQA and CEQA guidelines.

**Supervisors:**

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

**COUNTY OF SONOMA**
**GRANT AGREEMENT**

**Santa Rosa Community Health Centers**
**Grant Amount: $500,000**

**THIS AGREEMENT** dated on June 25, 2013, by and between the County of Sonoma, a political subdivision of the State of California, (hereinafter referred to as "County") and Santa Rosa Community Health Centers (hereafter referred to as "SRCHC).

RECITALS:

A. SRCHC operates health care facilities in the Santa Rosa area and provides a broad range of health care services to over 40,000 low income and medically underserved residents of Sonoma County, including, but not limited to, immunizations, prenatal and perinatal care, family planning services, cancer screenings, and mental health services.

B. SRCHC has requested funding to assist with its purchase and construction work on an existing building located at 1100 North Dutton Avenue in Santa Rosa for the development of a comprehensive dental center.

C. Government Code Section 26227 authorizes the Sonoma County Board of Supervisors to expend County funds to support programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the County, including but not limited to, providing health services and meeting the needs of physically, mentally and financially handicapped persons and aged persons.

D. The Sonoma County Board of Supervisors has determined that a grant of $500,000 to SRCHC to assist with the purchase and preparation of the above described property to be used as a dental clinic is necessary to meet the needs of low income and medically underserved residents of Sonoma County.

Therefore, the parties agree as follows:

1. Grant. The County of Sonoma agrees to grant SRCHC the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000). County shall release Grant Funds to SRCHC upon execution of this Agreement.

2. Use of Funds. SRCHC shall use Grant funds exclusively for purchase of and construction on the property at 1100 North Dutton Avenue in Santa Rosa for use as a community dental clinic for low income and medically underserved residents of Sonoma County. SRCHC understands and agrees that under no circumstance shall Grant Funds be used for any other purpose. In the event SRCHC does not proceed with this renovation within 1 year of the Effective Date of this Agreement, SRCHC shall return to the County all unused funds provided to SRCHC under this Agreement.

3. Documentation of Project. SRCHC will provide a written report on the use of Grant Funds and progress of project six (6) months and twelve (12) months after execution of this Agreement, and any other reasonable information the County should request.

4. Term of Agreement. The term of this Agreement shall be from July 1, 2013 to June 30, 2014.

5. Publicity. Publicity generated by SRCHC for work performed or services offered or funded by this Agreement, during the term of this Agreement and for one year following expiration of this Agreement, shall make reference to the contribution of the County in making the project possible.

6. Non-Discrimination. SRCHC agrees to comply with applicable federal state and local laws prohibiting discrimination in employment or in the provision of services because of race, color, religion, national origin, age, sex, sexual orientation or mental or physical handicap. SRCHC agrees to comply with Sections 19-30 through 19-40 of the Sonoma County Code, prohibiting discrimination due to HIV infection or a related condition.

7. Indemnification. SRCHC agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorney's fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by an person or entity, including SRCHC, arising out of or in connection with the performance of SRCHC hereunder, whether or not there is concurrent negligence on the part of the County, but to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of the County. If there is a possible obligation to indemnify, SRCHC's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of SRCHC. 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 SRCHC or its agents under workers' compensation acts, disability, benefit acts, or other employee benefit acts.

   As part of this Grant Agreement, SRCHC agrees to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void, or annul the approval of this Grant Agreement. This indemnification shall include but not be limited to, damages, costs, expenses, attorneys' fees or expert witness fees that may be asserted by any person or entity, including SRCHC, arising out of or in conjunction with the approval of this Grant Agreement, whether or not there is concurrent passive or active negligence on the part of the County. If, for any reason any portion of this indemnification provision is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

8. Compliance with Laws, Prevailing Wages. Unless and until the County or SRCHC obtains a written opinion from the California Department of Industrial Relations stating that it is not

required to comply with prevailing wage laws as set forth in California Labor Code, SRCHC understands and agrees that use of County funds in connection with the purchase of the property shall require the payment of prevailing wages in accordance with the California Labor Code. SRCHC agrees to comply with all applicable laws and regulations affecting its Dental Clinic, and agrees to provide reasonable documentation of such compliance promptly upon County's request.

9. Right to Audit and Inspect. SRCHC understands and agrees to permit County the right to audit and inspect all records, notes and writings of any kind to the extent permitted by law, for the purpose of monitoring SRCHC compliance with the terms and conditions of this Agreement, including the requirement SRCHC operate the facility as a primary dental care community center providing dental care services to low-income medically underserved populations throughout the term of this Agreement. On an annual basis, SRCHC shall provide to County a copy of its annual filing with the California Office of Statewide Health Planning and Development.

10. Obligations after Termination. The following sections shall remain in full force and effect after termination of this Agreement: (1) Paragraph 6, Non-Discrimination; and (2) Paragraph 7, Indemnification.

11. No Political or Religious Activity. County funds shall be used only for the purposes specified in this agreement and in any attachments thereto. No County funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No County funds shall be used for purposes of religious worship, instruction, or proselytizing.

12. 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 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13. Severability. In the event that any provision of this Agreement shall be held by a court to be invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining provisions of this Agreement.

14. Method and Place of Giving Notice. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

| COUNTY | SRCHC |
|---|---|
| Rita Scardaci, Director | Naomi Fuchs, CEO |
| Department of Health Services | Santa Rosa Community Health Centers |
| 3313 Chanate Road | 3569 Round Barn Circle |
| Santa Rosa, CA 95404 | Santa Rosa, CA 95403 |

And when so addressed, shall be deemed given upon deposit United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to

whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

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

16. Status of Parties. This Agreement shall not be construed to create a joint venture or partnership. Neither party is the agent of the other for any purpose. There are no third party beneficiaries to this Agreement, and it may be enforced only by the parties hereto.

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

**GRANTEE:**
**SANTA ROSA COMMUNITY HEALTH CENTERS**

DATED: _____ By: _____
Naomi Fuchs
Chief Executive Officer

**COUNTY OF SONOMA**

DATED: _____ By: _____
Rita Scardaci
Director

Approved as to form:

DATED: _____ By: _____
County Counsel

**COUNTY OF SONOMA**
**GRANT AGREEMENT**

**Alliance Medical Center**
**Grant Amount: $100,000**

**THIS AGREEMENT** dated on June 25, 2013, by and between the County of Sonoma, a political subdivision of the State of California, (hereinafter referred to as "County") and Alliance Medical Center (hereafter referred to as "Alliance").

RECITALS:

A. Alliance operates health care facilities in the Healdsburg and Windsor area and provides a broad range of health care services to low income and medically underserved residents of Sonoma County, including, but not limited to, immunizations, prenatal and perinatal care, family planning services, senior care, dental, and mental health services.

B. Alliance has requested funding to with the anticipated increase in patients due to the implementation of the Affordable Care Act Government Code Section 26227 authorizes the Sonoma County Board of Supervisors to expend County funds to support programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the County, including but not limited to, providing health services and meeting the needs of physically, mentally and financially handicapped persons and aged persons.

C. The Sonoma County Board of Supervisors has determined that a grant of $100,000 to ALLIANCE to assist with the purchase and preparation of the above described property to be used as a dental clinic is necessary to meet the needs of low income and medically underserved residents of Sonoma County.

Therefore, the parties agree as follows:

1. Grant. The County of Sonoma agrees to grant ALLIANCE the sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) hereinafter referred to as "Grant Funds". County shall release Grant Funds to ALLIANCE upon execution of this Agreement.

2. Use of Funds. ALLIANCE shall use Grant Funds exclusively to complete renovation the Windsor Alliance Clinic site to expand services anticipated under the Affordable Care Act and to provide integrated medical and behavioral health services and pediatric dental services for low income and medically underserved residents of Sonoma County. ALLIANCE understands and agrees that under no circumstance shall Grant Funds be used for any other purpose. In the event ALLIANCE does not proceed with this renovation within 1 year of the Effective Date of this Agreement, ALLIANCE shall return to the County all unused funds provided to ALLIANCE under this Agreement.

3. Documentation of Project. ALLIANCE will provide a written report on the use of Grant Funds and progress of project six (6) months and twelve (12) months after execution of this Agreement, and any other reasonable information the County should request.

4. Term of Agreement. The term of this Agreement shall be from July 1, 2013 to June 30, 2014.

5. Publicity. Publicity generated by ALLIANCE for work performed or services offered or funded by this Agreement, during the term of this Agreement and for one year following expiration of this Agreement, shall make reference to the contribution of the County in making the project possible.

6. Non-Discrimination. ALLIANCE agrees to comply with applicable federal state and local laws prohibiting discrimination in employment or in the provision of services because of race, color, religion, national origin, age, sex, sexual orientation or mental or physical handicap. ALLIANCE agrees to comply with Sections 19-30 through 19-40 of the Sonoma County Code, prohibiting discrimination due to HIV infection or a related condition.

7. Indemnity. ALLIANCE agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorney's fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by an person or entity, including ALLIANCE, arising out of or in connection with the performance of ALLIANCE hereunder, whether or not there is concurrent negligence on the part of the County, but to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of the County. If there is a possible obligation to indemnify, ALLIANCE's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of ALLIANCE. 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 ALLIANCE or its agents under workers' compensation acts, disability, benefit acts, or other employee benefit acts.

   As part of this Grant Agreement, ALLIANCE agrees to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void, or annul the approval of this Grant Agreement. This indemnification shall include but not be limited to, damages, costs, expenses, attorneys' fees or expert witness fees that may be asserted by any person or entity, including ALLIANCE, arising out of or in conjunction with the approval of this Grant Agreement, whether or not there is concurrent passive or active negligence on the part of the County. If, for any reason any portion of this indemnification provision is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

8. Compliance with Laws, Prevailing Wages. Unless and until the County or ALLIANCE obtains a written opinion from the California Department of Industrial Relations stating that it is

not required to comply with prevailing wage laws as set forth in California Labor Code, ALLIANCE understands and agrees that use of County funds in connection with the purchase of the property shall require the payment of prevailing wages in accordance with the California Labor Code. ALLIANCE agrees to comply with all applicable laws and regulations affecting its Dental Clinic, and agrees to provide reasonable documentation of such compliance promptly upon County's request.

9. Right to Audit and Inspect. ALLIANCE understands and agrees to permit County the right to audit and inspect all records, notes and writings of any kind to the extent permitted by law, for the purpose of monitoring ALLIANCE compliance with the terms and conditions of this Agreement, including the requirement ALLIANCE operate the facility as a primary dental care community center providing dental care services to low-income medically underserved populations throughout the term of this Agreement. On an annual basis, ALLIANCE shall provide to County a copy of its annual filing with the California Office of Statewide Health Planning and Development.

10. Obligations after Termination. The following sections shall remain in full force and effect after termination of this Agreement: (1) Paragraph 6, Non-Discrimination; and (2) Paragraph 7, Indemnification.

11. No Political or Religious Activity. County funds shall be used only for the purposes specified in this agreement and in any attachments thereto. No County funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No County funds shall be used for purposes of religious worship, instruction, or proselytizing.

12. 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 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13. Severability. In the event that any provision of this Agreement shall be held by a court to be invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining provisions of this Agreement.

14. Method and Place of Giving Notice. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

| COUNTY | ALLIANCE |
|---|---|
| Rita Scardaci, Director | Beatrice Bostik, CEO |
| Department of Health Services | Alliance Medical Center |
| 3313 Chanate Road | 1381 University Avenue |
| Santa Rosa, CA 95404 | Healdsburg, CA |

And when so addressed, shall be deemed given upon deposit United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to

whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

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

16. Status of Parties. This Agreement shall not be construed to create a joint venture or partnership. Neither party is the agent of the other for any purpose. There are no third party beneficiaries to this Agreement, and it may be enforced only by the parties hereto.

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

**GRANTEE:**
**ALLIANCE MEDICAL CENTER**

DATED: _____ By: _____
Beatrice Bostik
Chief Executive Officer

**COUNTY OF SONOMA**

DATED: _____ By: _____
Rita Scardaci
Director

Approved as to form:

DATED: _____ By: _____
County Counsel

**COUNTY OF SONOMA**
**GRANT AGREEMENT**

**Alexander Valley Healthcare**
**Grant Amount: $100,000**

**THIS AGREEMENT** dated on June 25, 2013, by and between the County of Sonoma, a political subdivision of the State of California, (hereinafter referred to as "County") and Alexander Valley Healthcare (hereafter referred to as "AVH").

RECITALS:

A. AVH operates health care facilities in the northern part of Sonoma County and provides a broad range of health care services to low income and medically underserved residents of the county, including, but not limited to, immunizations, prenatal and perinatal care, family planning services, senior care, dental, and mental health services.

B. AVH has requested funding to with the anticipated increase in patients due to the implementation of the Affordable Care Act Government Code Section 26227 authorizes the Sonoma County Board of Supervisors to expend County funds to support programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the County, including but not limited to, providing health services and meeting the needs of physically, mentally and financially handicapped persons and aged persons.

C. The Sonoma County Board of Supervisors has determined that a grant of $100,000 to AVH to assist with the expansion and renovation of the property to be used as a medical clinic is necessary to meet the needs of low income and medically underserved residents of Sonoma County.

Therefore, the parties agree as follows:

1. Grant. The County of Sonoma agrees to grant AVH the sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) hereinafter referred to as "Grant Funds". County shall release Grant Funds to AVH upon execution of this Agreement.

2. Use of Funds. AVH shall use Grant funds exclusively for expansion and renovation of the property for use as a community medical clinic for low income and medically underserved residents of Sonoma County; expand services that address behavioral health needs of the community including the creation of a substance use disorder program; and the purchase of new technology and medical equipment. AVH understands and agrees that under no circumstance shall Grant Funds be used for any other purpose. In the event AVH does not proceed with the above use of Grant Funds within 1 year of the Effective Date of this Agreement, AVH shall return to the County all unused Grant Funds provided to AVH under this Agreement.

3. Documentation of Project. AVH will provide a written report on the use of Grant Funds and progress of project six (6) months and twelve (12) months after execution of this Agreement, and any other reasonable information the County should request.

4. Term of Agreement. The term of this Agreement shall be from July 1, 2013 to June 30, 2014.

5. Publicity. Publicity generated by AVH for work performed or services offered or funded by this Agreement, during the term of this Agreement and for one year following expiration of this Agreement, shall make reference to the contribution of the County in making the project possible.

6. Non-Discrimination. AVH agrees to comply with applicable federal state and local laws prohibiting discrimination in employment or in the provision of services because of race, color, religion, national origin, age, sex, sexual orientation or mental or physical handicap. AVH agrees to comply with Sections 19-30 through 19-40 of the Sonoma County Code, prohibiting discrimination due to HIV infection or a related condition.

7. Indemnification. AVH agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorney's fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by an person or entity, including AVH, arising out of or in connection with the performance of AVH hereunder, whether or not there is concurrent negligence on the part of the County, but to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of the County. If there is a possible obligation to indemnify, AVH's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of AVH. 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 AVH or its agents under workers' compensation acts, disability, benefit acts, or other employee benefit acts.

   As part of this Grant Agreement, AVH agrees to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void, or annul the approval of this Grant Agreement. This indemnification shall include but not be limited to, damages, costs, expenses, attorneys' fees or expert witness fees that may be asserted by any person or entity, including AVH, arising out of or in conjunction with the approval of this Grant Agreement, whether or not there is concurrent passive or active negligence on the part of the County. If, for any reason any portion of this indemnification provision is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

8. Compliance with Laws, Prevailing Wages. Unless and until the County or AVH obtains a written opinion from the California Department of Industrial Relations stating that it is not

required to comply with prevailing wage laws as set forth in California Labor Code, AVH understands and agrees that use of County funds in connection with the purchase of the property shall require the payment of prevailing wages in accordance with the California Labor Code. AVH agrees to comply with all applicable laws and regulations affecting its Dental Clinic, and agrees to provide reasonable documentation of such compliance promptly upon County's request.

9. Right to Audit and Inspect. AVH understands and agrees to permit County the right to audit and inspect all records, notes and writings of any kind to the extent permitted by law, for the purpose of monitoring AVH compliance with the terms and conditions of this Agreement, including the requirement AVH operate the facility as a primary dental care community center providing dental care services to low-income medically underserved populations throughout the term of this Agreement. On an annual basis, AVH shall provide to County a copy of its annual filing with the California Office of Statewide Health Planning and Development.

10. Obligations after Termination. The following sections shall remain in full force and effect after termination of this Agreement: (1) Paragraph 6, Non-Discrimination; and (2) Paragraph 7, Indemnification.

11. No Political or Religious Activity. County funds shall be used only for the purposes specified in this agreement and in any attachments thereto. No County funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No County funds shall be used for purposes of religious worship, instruction, or proselytizing.

12. 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 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13. Severability. In the event that any provision of this Agreement shall be held by a court to be invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining provisions of this Agreement.

14. Method and Place of Giving Notice. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

| COUNTY | AVH |
|---|---|
| Rita Scardaci, Director | Deborah Howell, CEO |
| Department of Health Services | Alexander Valley Healthcare |
| 3313 Chanate Road | 6 Tarman Drive |
| Santa Rosa, CA 95404 | Cloverdale, CA |

And when so addressed, shall be deemed given upon deposit United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to

whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

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

16. Status of Parties. This Agreement shall not be construed to create a joint venture or partnership. Neither party is the agent of the other for any purpose. There are no third party beneficiaries to this Agreement, and it may be enforced only by the parties hereto.

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

**GRANTEE:**
**Alexander Valley Healthcare**

DATED: _____ By: _____
Deborah Howell
Chief Executive Officer

**COUNTY OF SONOMA**

DATED: _____ By: _____
Rita Scardaci
Director

Approved as to form:

DATED: _____ By: _____
County Counsel

# COUNTY OF SONOMA
# AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of _____, 2013 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and La Luz Center, a non-profit organization (hereinafter "Contractor").

## R E C I T A L S

WHEREAS, Contractor represents that it is duly qualified and experienced in providing healthcare and related services, family services, emergency assistance, and education programs; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor to broaden community services.

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

## A G R E E M E N T

l. Scope of Services.

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

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

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment

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

2.1 Payment for Services in full consideration of Contractor's satisfactory performance in expansion of their facilities and services described in "Exhibit A," Contractor shall be paid in accordance with terms set forth in "Exhibit B," attached hereto and incorporated by this reference. Any balance remaining at the end of County Fiscal Years 13/14, 14/15 and 15/16 shall automatically be carried forward to the subsequent year. The total payments to the contractor shall not exceed three hundred thirty thousand dollars ($330,000), without the prior written approval of County.

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

3. Term of Agreement. The term of this Agreement shall be from effective date to June 30, 2016 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work

Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

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

4.6 Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Article 5, Indemnification; (2) Section 9.5, Records Maintenance; (3) Section 9.5.1, Right to Audit, Inspect and Copy Records; (4) Section 9.15, Confidentiality; and (5) Section 13.5, Applicable Law and Forum.

4.7 Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding which the County anticipated using to pay Contractor for services provided under this Agreement or County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

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

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

9. Representations of Contractor.

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

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

9.3 No Suspension or Debarment

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

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

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

9.5.1 Right to Audit, Inspect and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by county within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit county or governmental or accrediting agencies to access patient medical records.

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

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

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

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

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

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

9.13 Sanctioned Employee. Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractor and contractors. In the event Contractor does employ such individual(s) or entity(s), Contractor agrees to assume full liability for any associated penalties, sanctions, loss or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

9.15 Confidentiality. Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Paragraph 9.15 shall survive termination of this Agreement.

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

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

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

TO: COUNTY: Peter Rumble
Sonoma County Department of Health Services
490 Mendocino Ave, Suite 202
Santa Rosa CA 95401
707-565-6610
peter.rumble@sonoma-county.org

TO: CONTRACTOR: Juan Hernanadez
La Luz Center
17560 Greger St
Sonoma CA 95476
707-938-5131
Juan@laluzcenter.org

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

_____ Dated 6/5/13

Juan Hernandez, Executive Director
La Luz Center

COUNTY OF SONOMA:

_____ Dated _____

Rita Scardaci, MPH, Director
Department of Health Services

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

_____ Dated 6/6/13

Division Director or Designee

Approved as to Form:

_____ Dated 6/10/13

County Counsel

# Exhibit A
# Scope of Work

## LA LUZ CENTER INFASTRUCTURE IMPROVEMENTS AND SERVICE EXPANSION

**Facility Address:** 17560 Greger St
Sonoma CA, 95476

**Executive Director:** Juan Hernandez

### Description of Infrastructure Improvements and Services Expansion

**Infrastructure Improvements**

Infrastructure improvements are needed to continue to serve the expanding needs of the Springs community. Since 2008, La Luz has experienced a 400% increase in walk-ins. Essential improvements such as a larger entryway and offices are needed to improve accessibility and privacy at the center. The remodeling plans include: 1) an entrance that is ADA accessible, 2) a waiting room that can accommodates up to 10 people, 3) a private intake area, 4) private offices for a Certified Enrollment Assister and Family Advocate staff, and 5) a safe children's waiting area.

Total funding by the Department of $65,000 over the first year of the agreement will contribute to infrastructure improvements. The remaining projects costs will be funded by County of Sonoma First 5 funds, private funds and La Luz operational funds.

**Health Care Access Expansion**

La Luz is poised to participate in California's Health Benefit Exchange by providing access to culturally and linguistically competent support that will ensure access to affordable health care for the Springs communities. Annually, this funding will provide health benefits outreach to 5,000 residents, navigation of health benefits to 1,500 residents, and enrollment assistance to 500 low-income households. The additional capacity will complement existing enrollment programs for CalFresh, Healthy Families, Medi-Cal, PCIP and EDD-disability and unemployment.

Funding of $75,000, totaling $225,000 over a three-year term will allow La Luz Center to meet the expanding health care access needs of the residents of Sonoma Valley. The remaining program costs will be funded by La Luz operational funds.

**Community Needs Assessment**

La Luz will conduct a needs assessment of the Springs community that will include community leaders, local business and university practitioners. The community needs assessment will be modeled after Project Enlace, a state community needs assessment for farm workers in California. This funding will cover expenses for project management to conduct focus groups to identify the concerns and strengths of the Springs community to develop organizational strategic planning for the center.

Total funding of $20,000 over the first year of the agreement will allow La Luz to conduct this community needs assessment. The remaining program costs will be funded by La Luz operational funds.

**Database Customization**

A capacity building investment for a redesigned database and staff training will increase the overall effectiveness and sustainability of La Luz. Evaluators from USC Price School of Public Policy identified La Luz's strategic and organizational challenges; among them is the need for a new client Customer Relationship Management (CRM) database to strengthen the organization's ability to serve it clients better.

The customized client-centered database system will integrate all of La Luz's programs and services, increasing effectiveness and sustainability throughout the organization. Additionally, this system will manage the Center's volunteer data and manage financial information.

The Department of Health Services will contribute $20,000 to provide an upgraded database and training. The remaining project costs and ongoing maintenance will be funded by La Luz operational funds.

# Exhibit B
# Budget and Budget Justification

La Luz shall use the funds exclusively for the expansion of their facility and services, which will include: infrastructure improvements, the health care access expansion program, a needs assessment and database upgrade. La Luz understands and agrees that under no circumstance shall County funds provided to La Luz under this Agreement be used for any other purpose. In the event La Luz does not proceed with this expansion within three (3) years of the Effective Date of this agreement, La Luz shall return to the County all funds provided to La Luz under this Agreement.

**Capital Renovation Budget**

| | |
|---|---|
| Building renovation | $183,188.00 |
| Equipment purchase: new | $2,300.00 |
| Equipment purchase: replacement | $1,150.00 |
| Furnishings | $21,500.00 |
| Fees | $8,000.00 |
| Contingency | $14,000.00 |
| Fundraising expense | $5,000.00 |
| Architect | $6,000.00 |
| Hardscape/Landscape/Sidewalks | $75,000.00 |
| **Total Expense** | **$316,138.00** |
| | |
| Private funds (committed) | $25,000.00 |
| County Government (committed) | $171,138.00 |
| Long-term financing | $0.00 |
| Organizational funds (committed) | $25,000.00 |
| Bequests | $0.00 |
| Other: pending grants | $30,000.00 |
| Total funds available | $251,138.00 |
| Balance remaining | $65,000.00 |
| **Amount requested from Sonoma County** | **$65,000.00** |

## Annual Health Care Access Budget (FY 13/14, 14/15 & 15/16)

| | |
|---|---|
| **Annual Program Budget** | **$102,809** |
| **Annual Request from Department of Health** | **$75,000** |

**Annual Program Expenses**

| ***Health Access Expansion*** | $/Hour | Hours/ week | Wks/ Yr | Fringe Benefits | Cost |
|---|---|---|---|---|---|
| **Direct Program Expenses: Non-personnel** | | | | | |
| Training: Benefits Exchange, navigation & enrollment | | | | | $ 2,000.00 |
| Technology: Laptop, scanner & printer | | | | | $2,500.00 |
| Resource Materials | | | | | $500.00 |
| Supplies and other Materials | | | | | $850.00 |
| Photo Copies $.15 x 50 copies per week | $ 0.15 | 50 | 52 | | $390.00 |
| **Direct Program Expenses: Personnel** | | | | | |
| Certified Enrollment Assister | $ 20.00 | 40 | 52 | $8,320.00 | $49,920.00 |
| Promotora: Health Program Outreach | $18.00 | 10 | 52 | $1,684.80 | $11,044.80 |
| Volunteer Coordinator | $18.00 | 5 | 52 | $1,029.60 | $5,709.60 |
| Family Services Coordinator | $22.00 | 12 | 52 | $3,157.44 | $16,885.44 |
| Program Oversight | $25.00 | 2 | 52 | $520.00 | $3,120.00 |
| Executive Oversight | $36.00 | 0.25 | 52 | $74.88 | $542.88 |
| | | | | **Sub Total** | **$93,462.72** |
| | | | | **Indirect** | **$9,346.27** |
| | | | **To** | | |

## Community Needs Assessment Budget

| | |
|---|---|
| **Program Budget** | **$ 24,218** |
| **Request from Department of Health** | **$ 20,000** |

**Program Expenses**

| **Direct Program Expenses: Non-personnel** | $/survey | Quantity | | | Cost |
|---|---|---|---|---|---|
| *Incentives: $20 paid to 150 households that participate in survey | $ 20.00 | 150 | | | $ 3,000.00 |
| Mileage for Promotoras & Lead Promotora | $ 0.56 | 1000 | | | $ 560.00 |
| Supplies and other Materials | | | | | $ 500.00 |
| Photo Copies $.15 x 3000 copies | $ 0.15 | 3000 | | | $ 450.00 |
| ***Direct Program Expenses: Personnel*** | $/Hour | Hours/ week | Wks/ Yr | Fringe Benefits | Cost |
| Site Coordinator: project management, field safety, accountability | $ 22.00 | 15 | 15 | $ 990.00 | $ 5,940.00 |
| Lead Promotora: trains promotoras, leads focus groups | $ 18.00 | 10 | 15 | $ 405.00 | $ 3,105.00 |
| Promotoras: (10 Promotoras x $25/survey for each) | $ 25.00 | 150 | 0 | $ - | $ 3,750.00 |
| Coordinator Assistant: assists with reporting, admin of project | $ 18.00 | 12 | 15 | $ 745.20 | $ 3,985.20 |
| Babysitter for Forums/Presentations (2 sitters x $15/hr each) | $ 15.00 | 2 | 4 | | $ 120.00 |
| Program Oversight | $ 25.00 | 1 | 15 | $ 75.00 | $ 450.00 |
| Executive Oversight | $ 36.00 | 0.25 | 15 | $ 21.60 | $ 156.60 |
| | | | | **Sub Total** | **$22,016.80** |
| | | | | **Indirect** | **$2,201.68** |
| | | | | **Total Program Expenses** | **$24,218.48** |

*County funds will not be used to cover expenses incentives for survey

## Database Modification Budget

| | |
|---|---|
| **Program Budget** | **$25,750** |
| **Request from Department of Health** | **$20,000** |

| Item | Includes | Hours | Cost |
|---|---|---|---|
| Requirements/Planning/Management | | 36 | $4,500.00 |
| | Consulting on improvements | | |
| | Determining current shortcomings | | |
| | Exploring database set-up | | |
| | Determining needed upgrades | | |
| Architectural/System Changes | | 42 | $5,250.00 |
| | Building queries and reports | | |
| | Building structures for groups | | |
| Functional Changes/Fixes | | 112 | $14,000.00 |
| | Adding buttons and tags | | |
| | Consolidating Excel data | | |
| | Adding reporting options | | |
| | Adding search features | | |
| | Merging donor/client info | | |
| Training | | 16 | $2,000.00 |
| | Training staff on updates | | |
| | | | |
| **Total Database Modifications** | | 206 | **$25,750.00** |

# Exhibit C
# County of Sonoma Insurance Requirements

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

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

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

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

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
   - **d.** County of Sonoma, its Officers, Agents and Employees shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the

performance of this agreement.

**e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

**f.** The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

**g.** The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

**h.** *Required Evidence of Insurance*:

**i.** Copy of the additional insured endorsement or policy language granting additional insured status; and

**ii.** Certificate of Insurance.

**3. Automobile Liability Insurance**

**a.** Minimum Limits: $1,000,000 combined single limit per accident.

**b.** Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

**c.** Insurance shall apply to hired and non-owned autos.

**d.** *Required Evidence of Insurance*: Certificate of Insurance.

**4. Standards for Insurance Companies**

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

**5. Documentation**

**a.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.

**b.** The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees; Attn: Rebecca Wachsberg**,** Health Policy, Planning and Evaluation Division, 490 Mendocino Avenue, Suite 205, Santa Rosa, CA 95401.

**c.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

**d.** Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

**e.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**6. Policy Obligations**

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

**7. Material Breach**

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

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 36**
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 25, 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:** Law Enforcement Compliance Checks Agreements

**Recommended Actions:**

Authorize the Director of Health Services to execute agreements with the Rohnert Park Department of Public Safety ($80,000), the Petaluma Police Department ($80,000), and the Sebastopol Police Department ($80,000), for alcohol and other drug prevention services for the period July 1, 2013 through June 30, 2015.

**Executive Summary:**

This item requests approval to execute agreements with the Rohnert Park Department of Public Safety, Petaluma Police Department, and Sebastopol Police Department for alcohol and other drug prevention services for the period July 1, 2013 through June 30, 2015, in an amount not to exceed $80,000 per agreement.

The Department of Health Services (DHS) receives State and Federal funding to implement activities to prevent and treat substance abuse in youth and adult populations. On December 6, 2011, the Board of Supervisors accepted the Department's *2011-2015 Strategic Plan for Alcohol and Other Drug Use Prevention* and authorized staff to continue to develop and implement the alcohol and other drug prevention strategies and corresponding activities outlined in the plan. The Plan identifies four strategic priority areas: 1) underage alcohol use and related problems; 2) high-risk adult alcohol use and related problems; 3) marijuana use and related problems; and 4) prescription drug misuse and abuse. The goals and objectives for these four strategic priority areas outline a comprehensive approach to alcohol and other drug (AOD) prevention through the use of prevention efforts focused on high-risk behavior and community-based environmental prevention strategies. These strategies align directly with the Health Actions goals of increasing the number of youth who graduate from high-schools and are prepared to succeed, residents who do not abuse alcohol or prescriptions drugs and do not use tobacco or illicit drugs; and residents who take steps to prevent injury.

A key component of the Plan is the inclusion of environmental prevention strategies designed to promote compliance with local policies to reduce access to alcohol by minors and regulate sales and service to adults. Alcohol compliance checks conducted by law enforcement agencies are an

environmental prevention that deters alcohol outlets from selling alcohol to underage youth. According to the Substance Abuse and Mental Health Services Administration (SAMHSA), compliance checks are thought to be most effective when they are frequent, well publicized, and well designed; solicit community support; and impose penalties on the licensed establishment rather than just the server. Compliance checks also encourage alcohol licensees to adequately train, supervise, and back up their employees.

DHS released a Law Enforcement Compliance Checks Request for Proposals (RFP) on March 18, 2013. Three proposals were received and evaluated in response to the RFP. A review committee comprised of Department staff, a retired Santa Rosa Police Department officer, retired Chief Probation Officer, and a community agency partner reviewed, evaluated, and scored the proposals. Based on experience and capacity to conduct and promote activities that improve alcohol retailer compliance with existing laws and policies in order to reduce underage alcohol availability and consumption, the Department recommends contracting with the Rohnert Park Department of Public Safety, Petaluma Police Department, and Sebastopol Police Department for the term July 1, 2013 through June 30, 2015, for a total of $240,000 ($80,000 per agreement).

The proposed agreements have the following focus areas:

Compliance checks: The use of underage buyers to test retailers' compliance with laws regarding the sale of alcohol to minors in both off-site and on-site retail locations. Compliance checks can also be conducted at community special events where individuals are involved with the direct service of alcoholic beverages for temporary or special occasion events such as festivals, fairs, and other occasions where a one-day permit or temporary license is issued.

Shoulder Tap Surveillance: The use of underage youth to test adults' willingness to purchase alcohol for underage youth outside an alcohol retailer outlet.

Retailer/Vendor Prevention and Education: The implementation of the IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies) program utilizing prevention strategies and measures to reduce alcohol-related problems in the community.

Responsible Beverage Service (RBS) Trainings: Active support of scheduled RBS trainings for alcohol retailers through educational opportunities and site visits.

**Prior Board Actions:**

12/6/11 - Authorized department staff to continue to develop and implement strategies and corresponding activities as outlined in the Strategic Plan for Alcohol and Other Drug Use Prevention.

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

The Law Enforcement Compliance Check Agreements contribute to the safety and health of the community by funding programs aimed at reducing underage and high-risk drinking.

| Fiscal Summary - FY 13-14 | | | | | |
|---|---|---|---|---|---|
| **Expenditures** | | | **Funding Source(s)** | | |
| Budgeted Amount | $ | 120,000 | County General Fund | $ | 0 |
| Add Appropriations Reqd. | $ | 0 | State/Federal | $ | 120,000 |
| | $ | | Fees/Other | $ | 0 |
| | $ | | Use of Fund Balance | $ | 0 |
| | $ | | Contingencies | $ | 0 |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **120,000** | **Total Sources** | **$** | **120,000** |

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

The FY 13-14 Proposed Budget includes $40,000 for the Rohnert Park Department of Public Safety, $40,000 for the Petaluma Police Department, and $40,000 for the Sebastopol Police Department in Substance Abuse Prevention and Treatment Block Grant federal funding. The remaining $40,000 per agreement will be included in the FY 14-15 budget.

**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:**

Rohnert Park Department of Public Safety agreement, Petaluma Police Department agreement, and Sebastopol Police Department agreement

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

Sonoma County Strategic Plan for Alcohol and Other Drug Use Prevention 2011-2015

COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of _____, 2013 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and the City of Rohnert Park, Rohnert Park Department of Public Safety, a municipality, (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified and licensed municipality, experienced in and has the capacity to implement alcohol compliance activities in the city and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor to ensure the implementation of education and prevention-oriented activities that improve alcohol retailer compliance with existing alcohol laws and policies that have been shown to reduce underage alcohol availability and consumption.

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

l. Scope of Services.

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

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

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

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

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

Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in "Exhibit B," provided, however, that total payments to Contractor shall not exceed eighty thousand dollars ($80,000), without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in

California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

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

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

3. Term of Agreement. The term of this Agreement shall be from effective date to June 30, 2015 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

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

4.6 Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Article 5, Indemnification; (2) Section 9.5, Records Maintenance; (3) Section 9.5.1, Right to Audit, Inspect and Copy Records; (4) Section 9.15, Confidentiality; and (5) Section 13.5, Applicable Law and Forum.

4.7 Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding which the County anticipated using to pay Contractor for services provided under this Agreement or County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain insurance and/or self-insurance as described in "Exhibit C," which is attached hereto and incorporated herein by this reference.

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

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

9. Representations of Contractor.

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

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

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

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

regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of seven (7) years following completion of work hereunder.

9.5.1 Right to Audit, Inspect and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by county within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit county or governmental or accrediting agencies to access patient medical records.

9.5.2 Audits. Contractor agrees that all expenditures of state and federal funds furnished to the Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal agencies. County agrees to provide fourteen (14) days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to OMB Circular A-133, which applies to non-profit organizations.

9.5.2.1 Copy of Audit. Contractor agrees a copy of audits performed shall be submitted to County no later than thirty (30) days after completion of the audit report, or no later than nine (9) months after the end of Contractor's fiscal year, whichever comes first. The Contractor's agreement(s) with audit firms shall have a clause to permit access by the County and State and Federal agencies to the working papers of the external independent auditor.

9.5.2.2 Retention of Audit Report. Contractor agrees that audit reports and work papers shall be retained for a minimum of seven (7) years from the date of audit report, unless the auditor is notified in writing by the County, state or federal agency to extend the retention period.

9.5.2.3 Repayment. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, State or Federal agencies related to service provided by Contractor under this Agreement. Where allowable costs have been claimed and reimbursed, they will be returned to the program that reimbursed the unallowable cost either by cash refund or by offset to subsequent claims.

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

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

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

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

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

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

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered,

or generated in any way through this Agreement without the express written permission of County.

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

9.13 Sanctioned Employee. Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractor and contractors. In the event Contractor does employ such individual(s) or entity(s), Contractor agrees to assume full liability for any associated penalties, sanctions, loss or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

9.15 Confidentiality. Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Paragraph 9.15 shall survive termination of this Agreement.

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

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

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

TO: COUNTY: Donna Newman-Fields
490 Mendocino Ave, Suite 202
Santa Rosa, CA 95401
Telephone: 707-565-6617
FAX: 707-565-6619
Email: donna.newman-fields@sonoma-county.org

TO: CONTRACTOR: Sergeant Mike Bates
500 City Center Drive
Rohnert Park, CA 94928
Telephone: 707-584-2647
FAX: 707-584-2683
Email: mbates@rpcity.org

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

Brian Masterson Date 5-21-13

Brian Masterson, Director
Rohnert Park Department of Public Safety

COUNTY OF SONOMA:

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

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

_____ Date _____
Division Director or Designee

# Exhibit A
# Scope of Work

## WORK PLAN (Fiscal Year 2013-2014)

Problem Statement: The Cities of Rohnert Park and Cotati are frequently confronted with alcohol related nuisances and crimes as a result of sales/ service of alcoholic beverages to minors and obviously intoxicated patrons as well as over consumption.

Goal(s): Implement a Proactive Approach to Mitigate Alcohol Related Crimes.

Objective(s): Improve alcohol retailer compliance with alcohol related nuisances and crimes through proven prevention and enforcement programs; Implement activities at SSU and Rancho Cotati High School to bring awareness to alcohol consumption and sexual assaults; Improve alcohol consumption awareness by posting signs at strategic locations at SSU.

| ACTIVITIES | START/ END DATE | RESPONSIBLE PARTY | MEASURES |
|---|---|---|---|
| Tri-Agency Meetings to Identify Issues and Implement Objectives | July 1st, 2013 – June 30th, 2014 | Sgt. Chris Parker (Cotati)<br>Sgt. Dave Dougherty (SSU)<br>Sgt. Mike Bates (RPDPS) | Calendared meetings with documented agendas to show identification of issues, progress toward implementation, and collaboration between agencies. |
| IMPACT Inspections | July 1st, 2013 – June 30th, 2014 | Sgt. Chris Parker (Cotati)<br>Sgt. Dave Dougherty (SSU)<br>Sgt. Mike Bates (RPDPS) | Compliance with Alcohol Related Provisions, Rules, Regulations, and Laws |
| Responsible Beverage Service (RBS) Training for SSU, Graton Resort and Casino and City of Cotati | July 1st, 2013 – June 30th, 2014 | Sgt. Mike Bates (RPDPS) | Informed/ Educated Merchants = Potential Decrease in Alcohol Related Crimes. |

| | | | |
|---|---|---|---|
| Purchase Awareness Signs Relating to Alcohol Consumption at SSU | July 1st, 2013 – June 30th, 2014 | Sgt. Dave Dougherty (SSU) | Purchase orders and vendor orders to show purchases of new awareness signage |
| Implementation of Awareness Signs Relating to Alcohol Consumption at SSU | July 1st, 2013 – June 30th, 2014 | Sgt. Dave Dougherty (SSU) | Photographs and exemplars to show awareness signage displayed in public areas and venues |
| Develop Informative Materials to Assist Licensed Premise Employees in ID Validation and Age Determination | July 1st, 2013 – June 30th, 2014 | Sgt. Mike Bates (RPDPS) | Exemplars of new materials and pamphlets developed for distribution |
| Issuance of Informative Materials to all Merchants to Assist in ID Validation and Age Determination | July 1st, 2013 – June 30th, 2014 | Sgt. Chris Parker (Cotati)<br>Sgt. Dave Dougherty (SSU)<br>Sgt. Mike Bates (RPDPS) | Matrix of distribution points and methods of distribution of materials to show increases in educational material distribution |
| Development of Sexual Assault and Alcohol Consumption Awareness Informative Pamphlet | July 1st, 2013 – January 1st, 2014 | Detective Tara Douglas (RPDPS) | Exemplar of informative pamphlet to show development of new awareness pamphlet for distribution |
| Development of Sexual Assault and Alcohol Consumption Awareness Training | July 1st, 2013 – January 1st, 2014 | Detective Tara Douglas (RPDPS) | Curriculum design exemplars to show development of new awareness training curriculum |

| | | | |
|---|---|---|---|
| Implementation of Sexual Assault and Alcohol Consumption Awareness Training at Rancho Cotati High School and SSU | January 1st, 2014 – June 30th, 2014 | Detective Tara Douglas (RPDPS) | Matrix of locations of training courses, numbers of attendees by session, and curriculum outlines. |
| Publicize Minor Decoy Operations by Sending Letters to all Licensed Premises and through a Press Release | July 1st, 2013 – August 31st, 2013 | Sgt. Mike Bates (RPDPS) | Exemplars of Press Release, letters, distribution methods, and media sources to show increase in publicity re: minor decoy operations |
| Conduct Minor Decoy Operations (Fake ID Campaign) | July 1st, 2013 – June 30th, 2014 | Sgt. Mike Bates (RPDPS) | Matrix of operations by location |
| Conduct Cops in Shops Operations | July 1st, 2013 – June 30th, 2014 | Sgt. Mike Bates (RPDPS) | Matrix of operations by location and statistical information of operations to measure impacts |
| Monitor Alcoholic Beverage Service Practices at Problem Premises | July 1st, 2013 – June 30th, 2014 | Sgt. Mike Bates (RPDPS)<br>Sgt. Chris Parker (Cotati) | Matrix of operations by location and statistical information of operations to measure impacts |
| Conduct Compliance Checks at Special Events | July 1st, 2013 – June 30th, 2014 | Sgt. Chris Parker (Cotati)<br>Sgt. Dave Dougherty (SSU)<br>Sgt. Mike Bates (RPDPS) | Matrix of operations by location and statistical information to measure impacts |
| Participate in Sonoma County Prevention Partnership meetings | July 1st, 2013 – June 30th, 2014 | Sgt. Mike Bates (RPDPS) | Attendance and minutes of meetings to show participation |

## WORK PLAN (Fiscal Year 2014-2015)

Problem Statement: The Cities of Rohnert Park and Cotati are frequently confronted with alcohol related nuisances and crimes as a result of sales/ service of alcoholic beverages to minors and obviously intoxicated patrons as well as over consumption.

Goal(s): Implement a Proactive Approach to Mitigate Alcohol Related Crimes

Objective(s): Improve alcohol retailer compliance with alcohol related nuisances and crimes through proven prevention and enforcement programs; Implement activities at SSU and Rancho Cotati High School to bring awareness to alcohol consumption and sexual assaults; Improve alcohol consumption awareness by posting signs at strategic locations at SSU.

| ACTIVITIES | START/ END DATE | RESPONSIBLE PARTY | MEASURES |
|---|---|---|---|
| Tri-Agency Meetings to Identify Issues and Implement Objectives | July 1st, 2014– June 30th, 2015 | Sgt. Chris Parker (Cotati)<br>Sgt. Dave Dougherty (SSU)<br>Sgt. Mike Bates (RPDPS) | Calendared meetings with documented agendas to show identification of issues, progress toward implementation, and collaboration between agencies. |
| Send Out Town Hall Meeting Announcement Regarding Alcohol Related Nuisances in Downtown Cotati. | July 1st, 2014 – June 30th, 2015 | Sgt. Chris Parker (Cotati) | Postage, e-mail, and social media marketing exemplars to show outreach |
| Host Town Hall Meeting to Identify Alcohol Related Problems in Downtown Cotati. | September 1st, 2014 – June 30th, 2015 | Sgt. Chris Parker (Cotati) | Written Feedback from Attendees |

| | | | |
|---|---|---|---|
| IMPACT Inspections | July 1st, 2014 – June 30th, 2015 | Sgt. Chris Parker (Cotati)<br>Sgt. Dave Dougherty (SSU)<br>Sgt. Mike Bates (RPDPS) | Compliance with Alcohol Related Provisions, Rules, Regulations, and Laws |
| Responsible Beverage Service (RBS) Training for SSU, Graton Resort and Casino and City of Cotati | July 1st, 2014 – June 30th, 2015 | Sgt. Mike Bates (RPDPS) | Informed/ Educated Merchants = Potential Decrease in Alcohol Related Crimes. |
| Purchase Awareness Signs Relating to Alcohol Consumption at SSU | July 1st, 2014 – June 30th, 2015 | Sgt. Dave Dougherty (SSU) | Purchase orders and vendor orders to show purchases of new awareness signage |
| Implementation of Awareness Signs Relating to Alcohol Consumption at SSU | July 1st, 2014 – June 30th, 2015 | Sgt. Dave Dougherty (SSU) | Photographs and exemplars to show awareness signage displayed in public areas and venues |
| Develop Informative Materials to Assist Licensed Premise Employees in ID Validation and Age Determination | July 1st, 2014 – June 30th, 2015 | Sgt. Mike Bates (RPDPS) | Exemplars of new materials and pamphlets developed for distribution |
| Issuance of Informative Materials to all Merchants to Assist in ID Validation and Age Determination | July 1st, 2014 – June 30th, 2015 | Sgt. Chris Parker (Cotati)<br>Sgt. Dave Dougherty (SSU)<br>Sgt. Mike Bates (RPDPS) | Matrix of distribution points and methods of distribution of materials to show increases in educational material distribution |
| Implementation of Sexual Assault and Alcohol Consumption Awareness | July 1st, 2014 – June 30th, 2015 | Detective Tara Douglas (RPDPS) | Matrix of locations of training courses, numbers of attendees by session, and |

| | | | |
|---|---|---|---|
| Training at Rancho Cotati High School and SSU | | | curriculum outlines. |
| Conduct Shoulder Tap Operations | July 1st, 2014 – June 30th, 2015 | Sgt. Mike Bates (RPDPS) | Matrix of locations of shoulder tap operations and statistical outcomes for operations to show impact and prevention |
| Publicize Minor Decoy Operations by Sending Letters to all Licensed Premises and through a Press Release | July 1st, 2014 – August 31st, 2014 | Sgt. Mike Bates (RPDPS) | Exemplars of Press Release, letters, distribution methods, and media sources to show increase in publicity re: minor decoy operations |
| Conduct Minor Decoy Operations | July 1st, 2014 – June 30th, 2015 | Sgt. Mike Bates (RPDPS) | Matrix of operations by location |
| Conduct Cops in Shops Operations | July 1st, 2014 – June 30th, 2015 | Sgt. Mike Bates (RPDPS) | Matrix of operations by location and statistical information of operations to measure impacts |
| Monitor Alcoholic Beverage Service Practices at Problem Premises | July 1st, 2014 – June 30th, 2015 | Sgt. Mike Bates (RPDPS)<br>Sgt. Chris Parker (Cotati) | Matrix of operations by location and statistical information of operations to measure impacts |
| Conduct Compliance Checks at Special Events | July 1st, 2014 – June 30th, 2015 | Sgt. Chris Parker (Cotati)<br>Sgt. Dave Dougherty (SSU)<br>Sgt. Mike Bates (RPDPS) | Matrix of operations by location and statistical information to measure impacts |

| | | | |
|---|---|---|---|
| Participate in Sonoma County Prevention Partnership meetings | July 1st, 2014 – June 30th, 2015 | Sgt. Mike Bates (RPDPS) | Attendance and minutes of meetings to show participation |

# Exhibit B
# Budget and Budget Justification

## BUDGET (Fiscal Year 2013-2014)

**Personnel Operational Overtime Costs: *(An average overtime rate of $75.00 was used)**

| | |
|---|---|
| IMPACT Inspections (Cotati & SSU) | |
| 3 Operations x 8 hrs. x 1 Officer = | $1800.00 |
| Responsible Beverage Service (RBS) Training | |
| 6 RBS Classes x 4 hrs. x 1 Officer = | $1800.00 |
| Sexual Assault and Alcohol Consumption Course and Informative Materials Development | |
| 24 hrs. x 1 Officer = | $1800.00 |
| Sexual Assault and Alcohol Consumption Training | |
| 16 Trainings x 1.5 hrs. x 1 Officer = | $1800.00 |
| Minor Decoy Operations (Fake ID Campaign) | |
| 10 Operations x 5 hrs. x 2 Officers = | $7500.00 |
| Cops in Shops (Rohnert Park and Cotati) | |
| 11 Operations x 5 hrs. x 2 Officers = | $8250.00 |
| Compliance Checks at Problem Premises | |
| 10 Operations x 5 hrs. x 2 Officers = | $7500.00 |
| Compliance Checks at Special Events | |
| 4 Operations x 5 hrs. x 2 Officers = | $3000.00 |
| Total (Personnel Overtime Cost) | $33450.00 |

**Operating and Equipment Expenses:**

| | |
|---|---|
| Materials (Printing Cost for Pamphlets and Informative Materials) | $1200.00 |
| Alcohol Consumption Awareness Signs | $1000.00 |
| Total (Operating and Equipment Expenses) | $2200.00 |

**Administrative Costs: *(An average overtime rate of $75.00 was used)**

(Monthly Reporting, Statistical Analysis, Project Oversight, Fraudulent ID Training for Officers, Tri Agency & Prevention Partnership Meetings)

| | |
|---|---|
| Total (58 hours) | $4350.00 |
| Project Total | $40,000.00 |

# BUDGET (Fiscal Year 2014-2015)

**Personnel Operational Overtime Costs: *(An average overtime rate of $75.00 was used)**

| | |
|---|---|
| Town Hall Meeting (Cotati) | |
| 1 Meeting x 1 hour x 2 Officers = | $150.00 |
| IMPACT Inspections (Cotati & SSU) | |
| 3 Operations x 8 hrs. x 2 Officers = | $3600.00 |
| Responsible Beverage Service (RBS) Training | |
| 4 RBS Classes x 5 hrs. x 2 Officers = | $3000.00 |
| Sexual Assault and Alcohol Consumption Training | |
| 16 Trainings x 1.5 hrs. x 1 Officer = | $1800.00 |
| Minor Decoy/ Shoulder Tap Operations | |
| 10 Operations x 5 hrs. x 2 Officers = | $7500.00 |
| Cops in Shops (Rohnert Park & Cotati) | |
| 10 Operations x 5 hrs. x 2 Officers = | $7500.00 |
| Compliance Checks at Problem Premises | |
| 10 Operations x 5 hrs. x 2 Officers = | $7500.00 |
| Compliance Checks at Special Events | |
| 4 Operations x 5 hrs. x 2 Officers = | $3000.00 |
| Total (Personnel Overtime Cost) | $34050.00 |

**Operating and Equipment Expenses:**

| | |
|---|---|
| Materials (Printing Cost for Pamphlet, Training Manuals and Informative Materials) | $1200.00 |
| Alcohol Consumption Awareness Signs | $1000.00 |
| Total (Operating and Equipment Expenses) | $2200.00 |

**Administrative Costs: *(An average overtime rate of $75.00 was used)**

(Monthly Reporting, Statistical Analysis, Project Oversight, Fraudulent ID Training for Officers, Informative Materials Development, Tri Agency & Prevention Partnership Meetings)

| | |
|---|---|
| Total (50 hours) | $3750.00 |
| Project Total | $40,000.00 |

# Exhibit C
# County of Sonoma Insurance Requirements

## Section I – Insurance to be Maintained by City of Rohnert Park

City of Rohnert Park shall maintain insurance and/or self insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of this Agreement.

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

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

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If City of Rohnert Park maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by City of Rohnert Park.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. City of Rohnert Park is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether City of Rohnert Park has a claim against the insurance or is named as a party in any action involving the County.
   - **d.** The **County of Sonoma, its officers, agents and employees** shall be additional insureds for liability arising out of City of Rohnert Park's activities with respect to this Agreement. (ISO endorsement CG 20 26 or equivalent).
   - **e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
   - **f.** The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

**g.** The policy shall cover inter-insured suits between County and City of Rohnert Park and include a "separation of insureds" or "severability" clause which treats each insured separately.

**h.** *Required Evidence of Insurance*:

**i.** Copy of the additional insured endorsement or policy language granting additional insured status; and

**ii.** Certificate of Insurance.

**3. Automobile Liability Insurance**

**a.** Minimum Limits: $1,000,000 combined single limit per accident.

**b.** Insurance shall apply to all owned, hired and non-owned vehicles.

**c.** *Required Evidence of Insurance*: Certificate of Insurance.

**4. Standards for Insurance Companies**

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

**5. Documentation**

**a.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. City of Rohnert Park agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.

**b.** The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its officers, agents and employees, DHS Health Policy, Planning and Evaluation Division, Attn: Rebecca Wachsberg, 490 Mendocino Ave, Suite 205, Santa Rosa, CA 95401.

**c.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

**d.** City of Rohnert Park shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

**e.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**6. Policy Obligations**

City of Rohnert Park's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of _____, 2013 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and the City of Petaluma, Petaluma Police Department, a municipality, (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified and licensed government agency, experienced in and has the capacity to implement alcohol compliance activities in the city and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor to ensure the implementation of education and prevention-oriented activities that improve alcohol retailer compliance with existing alcohol laws and policies that have been shown to reduce underage alcohol availability and consumption.

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

l. Scope of Services.

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

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

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

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

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

Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in "Exhibit B," provided, however, that total payments to Contractor shall not exceed eighty thousand dollars ($80,000), without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in

California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

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

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

3. Term of Agreement. The term of this Agreement shall be from effective date to June 30, 2015 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

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

4.6 Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Article 5, Indemnification; (2) Section 9.5, Records Maintenance; (3) Section 9.5.1, Right to Audit, Inspect and Copy Records; (4) Section 9.15, Confidentiality; and (5) Section 13.5, Applicable Law and Forum.

4.7 Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding which the County anticipated using to pay Contractor for services provided under this Agreement or County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain insurance and/or self-insurance as described in "Exhibit C," which is attached hereto and incorporated herein by this reference.

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

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

9. Representations of Contractor.

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

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

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

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

regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of seven (7) years following completion of work hereunder.

9.5.1 Right to Audit, Inspect and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by county within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit county or governmental or accrediting agencies to access patient medical records.

9.5.2 Audits. Contractor agrees that all expenditures of state and federal funds furnished to the Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal agencies. County agrees to provide fourteen (14) days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to OMB Circular A-133, which applies to non-profit organizations.

9.5.2.1 Copy of Audit. Contractor agrees a copy of audits performed shall be submitted to County no later than thirty (30) days after completion of the audit report, or no later than nine (9) months after the end of Contractor's fiscal year, whichever comes first. The Contractor's agreement(s) with audit firms shall have a clause to permit access by the County and State and Federal agencies to the working papers of the external independent auditor.

9.5.2.2 Retention of Audit Report. Contractor agrees that audit reports and work papers shall be retained for a minimum of seven (7) years from the date of audit report, unless the auditor is notified in writing by the County, state or federal agency to extend the retention period.

9.5.2.3 Repayment. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, State or Federal agencies related to service provided by Contractor under this Agreement. Where allowable costs have been claimed and reimbursed, they will be returned to the program that reimbursed the unallowable cost either by cash refund or by offset to subsequent claims.

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

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

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

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

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

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

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered,

or generated in any way through this Agreement without the express written permission of County.

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

9.13 Sanctioned Employee. Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractor and contractors. In the event Contractor does employ such individual(s) or entity(s), Contractor agrees to assume full liability for any associated penalties, sanctions, loss or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

9.15 Confidentiality. Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Paragraph 9.15 shall survive termination of this Agreement.

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

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

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

TO: COUNTY: Donna Newman-Fields

490 Mendocino Ave, Suite 202
Santa Rosa, CA 95401
Telephone: 707-565-6617
FAX: 707-565-6619
Email: donna.newman-fields@sonoma-county.org

TO: CONTRACTOR: Lieutenant Tim Lyons
969 Petaluma Boulevard North
Petaluma, CA 94952
Telephone: 707-778-4372
FAX: 707-778-4476
Email: tlyons@ci.petaluma.ca.us

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

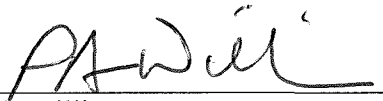
13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement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

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

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

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

CONTRACTOR:



Date 6-3-13

Chief Patrick Williams
City of Petaluma, Petaluma Police Department

COUNTY OF SONOMA:

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

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

_____ Date _____
Division Director or Designee

# Exhibit A
# Scope of Work

**The Petaluma Police Department**
**Work Plan FY1**
**July 1, 2013 – June 30, 2014**

**Problem Statement:** Petaluma has had a history of underage alcohol-related problems. Current data continues to show that underage alcohol consumption continues to occur. Staffing and funding shortages have prevented implementation of sustainable strategies to combat underage alcohol-related problems.
**Goal:** To reduce underage alcohol-related problems in Petaluma.
**Objective:** To promote and conduct activities (utilizing proven environmental prevention strategies) that improves alcohol retailer compliance with existing laws and policies shown to reduce underage alcohol availability and consumption.

| Activities | Start/End Date | Responsible Party | Measures |
|---|---|---|---|
| Issue a media release to publicize the start of our work plan activities. | By July 31, 2013 | Petaluma Police Dept (PPD)- Lt. Tim Lyons | Copies of press releases and other media coverage (i.e. letters to the editor, guest editorials) and any written responses from readers, community polls. Copies will be included in reports to funder. |
| Provide training to Petaluma Police Dept officers on local and state laws applicable to underage alcohol-related problems. | Aug 1, 2013-Sept 30, 2013 | PPD Lt. Tim Lyons | Briefing training test for officers; test results data will be made available to funder. |
| RBS Instructors (PPD staff and/or other designated person) will complete any and all required local RBS instructor training (as with Sgt. Mike Bates, Rohnert Park Police Dept.) | July 1, 2013 – June 30, 2014 | PPD Lt. Tim Lyons | RBS Instructor Training Completion Certification |

| | | | |
|---|---|---|---|
| Issue periodic press releases regarding work plan activities and outcomes. | July 1, 2013- June 30, 2014 | PPD Lt. Tim Lyons | Copies of press releases and other media coverage (i.e. letters to the editor, guest editorials) and any written responses from readers, community polls. Copies will be included in reports to funder. |
| Conduct minor decoy compliance check operations for on-sale alcohol establishments on 4 separate days (approximately three months apart):<br><br>3 officers per operation<br>8 hours per operation<br><br>Visit a minimum of 15 locations per operation. (This number is based upon previous experience of conducting minor decoy operations). | July 1, 2013- June30, 2014 | PPD Lt. Tim Lyons will oversee the operations. Three PPD Officers that will assist Lt. Lyons with planning & implementation are TBD. | Data tracking will include operation dates, site locations attempted, number of attempts at each location, number of citations issued, citation location & suspect information.<br><br>This data will also be filtered (sorted) by alcohol establishment- tracking attempts and citations (if any) issued throughout each grant year at each on-sale alcohol establishment.<br><br>Data tracking of FY1 operations will serve as base measure to be compared to future operations to determine any effectiveness (improvement in compliance) of consistent minor alcohol decoy compliance checks at on-sale alcohol establishments. |
| Conduct 12 compliance checks at annual major special events and one-day licensed events in Petaluma.<br><br>Staff officers for the 12 major events that serve alcohol or have previous alcohol-related problems. | July 1, 2013- June 30, 2014 | PPD Lt. Lyons will oversee operations.<br><br>Average of three PPD officers (depending on size of event) will assist Lt. Lyons throughout the grant year in operations planning and implementation. | Data tracking will include event name, operation date, booth info (if applicable), number of attempts, number of citations issued and suspect information.<br><br>Data tracking of FY1 operations will serve as base measure. This data will be compared to future operations data to determine any measure of effectiveness (improved compliance) of conducting special event alcohol decoy compliance checks. |

| | | | |
|---|---|---|---|
| Conduct 6 impact inspection operations.<br><br>Visit a minimum of 16 businesses per each of the six- 8 hour operations.<br><br>Locations out of compliance will be paid additional visit(s). | July 1, 2013- June 30, 2014 | PPD Lt. Lyons will oversee operations.<br><br>One PPD sworn officer and one PPD code officer will assist in the planning and/or implementation of these inspections. | Complete impact inspection check lists.<br><br>Impact Inspections check list data collected in FY1 will serve as base measure to be compared to FY2 data to determine any measure of effectiveness (improvement in compliance) of conducting on-going impact inspection operations.<br><br>Data will be filtered to also determine number of visits it takes before an individual establishment (found to be out of compliance) makes the necessary changes. |
| Conduct Responsible Beverage Service (RBS) training in Petaluma:<br><br>4 special event training<br>1 on-sale training<br>1 off-sale training | July 1, 2013- June 30, 2014 | PPD Lt. Lyons or other PPD RBS training instructor (TBD). | RBS training sign in sheets will be kept to document participation in RBS training events throughout the grant year.<br><br>Participation feedback surveys will be solicited and responses will be documented.<br>Impact inspections will measure compliance of alcohol servers in regards to receiving RBS training.<br><br>(Comparative analysis will be conducted in FY2) |

| | | | |
|---|---|---|---|
| Promote and solicit community participation in RBS training events in Petaluma<br><br>Promotional flyers will be disseminated and templates will be shared with County and local community prevention coalition partners. | July 1,2013 – June 30, 2014 | Denise Di Pasqua, Consortium Coordinator<br>Healthy Community Consortium | RBS training sign in sheets will be kept to document participation in RBS training events throughout the grant year.<br><br>Participation feedback surveys will be solicited and responses will be documented.<br><br>Impact inspections check list data documenting RBS training compliance may also help determine any measure of effectiveness of promotional campaign to engage community in training participation and compliance.<br><br>(Comparative analysis will be conducted in FY2) |

# The Petaluma Police Department
## Work Plan FY2
## July 1, 2014 – June 30, 2015

**Problem Statement:** Petaluma has had a history of underage alcohol-related problems. Current data continues to show that underage alcohol consumption continues to occur. Staffing and funding shortages have prevented implementation of sustainable strategies to combat underage alcohol-related problems.
**Goal:** To reduce underage alcohol related problems in Petaluma.
**Objective:** To promote and conduct activities (utilizing proven environmental prevention strategies) that improves alcohol retailer compliance with existing laws and policies shown to reduce underage alcohol availability and consumption.

| Activities | Start/End Date | Responsible Party | Measures |
|---|---|---|---|
| Provide update roll call training to Petaluma Police Dept officers on local and state laws applicable to underage alcohol-related problems. | By July 31, 2014 | Petaluma Police Dept. (PPD)<br>Lt. Lyons | Briefing training test for officers; test results will be included in reports to funder. |
| Issue periodic press releases. | July 1, 2014- June 30, 2015 | PPD Lt. Lyons | Copies of press releases and other media coverage (i.e. letters to the editor, guest editorials) and any written response from readers, community polls; copies will be included in reports to funder. |
| Conduct minor decoy compliance check operations at on-sale alcohol establishments on 4 separate days (approximately three months apart):<br>3 officers per operation<br>8 hours per operation. | July 1, 2014- June30, 2015 | PPD Lt. Tim Lyons will oversee the operations.<br><br>Three officers (to be determined) will assist Lt. Lyons throughout the year in the operations planning and implementation | Data tracking will include operation dates, site locations attempted, number of attempts at each location, number of citations issued, citation location & suspect information.<br><br>This data will also be filtered (sorted) by alcohol establishment- data tracking of attempts and citations issued (if any) throughout grant year at each on-sale alcohol establishment. |

| | | | |
|---|---|---|---|
| PPD will visit a minimum of 15 locations per quarterly operation. (This number is based upon previous experience of conducting minor decoy operations). | | | Comparative analysis of FY2 to FY1 data will be made to determine any effectiveness (improvement in compliance) in conducting consistent minor alcohol decoy compliance checks at on-sale establishments. |
| Conduct 12 compliance checks at annual major special events and one-day licensed events in Petaluma.<br><br>Staff officers for the 12 major events that serve alcohol or have previous alcohol-related problems. | July 1, 2014- June 30, 2015 | PPD Lt. Lyons will oversee the operations.<br><br>Average of 3 PPD officers (depending on size of event) will assist Lt. Lyons throughout the year in the operations planning/implementation. | Data tracking will include event name, operation date, booth information (if applicable), number of attempts, number of citations issued and suspect information.<br><br>Comparative analysis of FY2 to FY1 data will be made to determine any measure of effectiveness (improvement in compliance) of conducting special event alcohol decoy compliance checks. |
| Conduct 7 impact inspection operations. Visit a minimum of 16 businesses per each of the seven- 8 hour operations.<br><br>Locations out of compliance will be paid additional visit(s). | July 1, 2014- June 30, 2015 | PPD Lt. Lyons will oversee the operations.<br>One PPD code enforcement officer and one PPD sworn officer will assist. | Complete impact inspection check lists.<br><br>Compare impact inspection check lists in FY2 to that of FY1 to determine any measure of effectiveness (improvement in compliance) with consistent impact inspection operations.<br><br>Data will be filtered to also determine number of visits it takes before an individual establishment (found out of compliance) makes the necessary changes. |

| | | | |
|---|---|---|---|
| Conduct RBS training in Petaluma:<br>2 special event training<br>2 on-sale<br>2 off-sale | July 1, 2014- June 30, 2015 | PPD Lt. Lyons or other PPD RBS training instructor. | RBS training participation feedback surveys will be solicited and responses will be documented.<br><br>Impact inspections results data will measure compliance of alcohol servers in regards to receiving RBS training. Comparative analysis of this FY2 to FY1 data will be made to determine any effectiveness of consistent RBS training events made available in Petaluma. |
| Promote and solicit participation in RBS training events in Petaluma<br><br>Promotional flyers will be disseminated and templates shared with County / local community prevention coalition partners. | July 1, 2014 – June 30, 2015 | Denise Di Pasqua, Consortium Coordinator,<br>Healthy Community Consortium | RBS training participant sign in sheets will be used to document participation throughout the grant year.<br><br>RBS training participation feedback surveys will be solicited and responses will be documented.<br><br>Impact inspections data in regards to RBS training compliance may also help determine any measure of effectiveness of promotional campaign to engage community in training participation and compliance- comparative analysis of FY2 to FY1 will be made. |

# Exhibit B
# Budget and Budget Justification

## BUDGET FY1

**Contractor:** Petaluma Police Department (PPD)

**Project Title:** RFP#031813 Underage Retail Alcohol Access & Consumption Reduction

**Contract Number:**

**Contract Period: July 1, 2013 - June 30, 2014**

| | PERSONNEL<br>Title | Total Hours/ Year | Rate/Hour | Budget | Cumulative Expenses Prior to Reporting Period | Current Expenses | YTD Expenses | Remaining Balance |
|---|---|---|---|---|---|---|---|---|
| 1. | On-Sale Decoy Compliance- PPD Officer | 32 | $ 67.56 | $ 2,161.92 | | | $ - | $ 2,161.92 |
| 2. | On-Sale Decoy Compliance- PPD Officer | 32 | $ 67.56 | $ 2,161.92 | | | $ - | $ 2,161.92 |
| 3. | On-Sale Decoy Compliance- PPD Officer | 32 | $ 67.56 | $ 2,161.92 | | | $ - | $ 2,161.92 |
| 4. | Impact Inspections- PPD Officer | 48 | $ 67.56 | $ 3,242.88 | | | $ - | $ 3,242.88 |
| 5. | Impact Inspections- PPD Code Enforcement Officer | 48 | $ 61.63 | $ 2,958.24 | | | $ - | $ 2,958.24 |
| 6. | Event Compliance- PPD Officer | 45 | $ 67.56 | $ 3,040.20 | | | $ - | $ 3,040.20 |
| 7 | Event Compliance- PPD Officer | 45 | $ 67.56 | $ 3,040.20 | | | $ - | $ 3,040.20 |
| 8 | Event Compliance- PPD Code Enforcement Officer | 45 | $ 61.63 | $ 2,773.35 | | | $ - | $ 2,773.35 |
| 9 | RBS Instructor Training- PPD Officer | 16 | $ 67.56 | $ 1,080.96 | | | | $ 1,080.96 |
| 10 | RBS Instructor Training- PPD Officer | 16 | $ 67.56 | $ 1,080.96 | | | | $ 1,080.96 |
| 11 | RBS Trainer- PPD Lt Tim Lyons | 22 | $ 112.00 | $ 2,464.00 | | | | $ 2,464.00 |
| | Sub-Total Salaries | | | $ 26,166.55 | $ - | $ - | $ - | $ 26,166.55 |
| | | | | | | | $ - | $ - |
| | FRINGE BENEFITS 8.14% of salaries | | | $ 2,129.96 | | | $ - | $ 2,129.96 |
| | | | | | | | $ - | $ - |
| | TOTAL PERSONNEL COSTS | | | $ 28,296.51 | $ - | $ - | $ - | $ 28,296.51 |

# Budget FY1

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | OPERATING EXPENSES | | | | | $ - | $ - |
| | Category | Allocation Basis | | | | $ - | $ - |
| 1. | Rent | | | | | $ - | $ - |
| 2. | Office Expense | | | | | $ - | $ - |
| 3. | Communications | | | | | $ - | $ - |
| 4. | Copying/Printing | RBS attendee training completion cards- 300 x $.5= $150) | $ 150.00 | | | $ - | $ 150.00 |
| 5. | Health Education Materials | | | | | $ - | $ - |
| 6. | Training- RBS Instructor's Training | Two- 8 hr training sessions x $100/hr= $1,600 | $ 1,600.00 | | | $ - | $ 1,600.00 |
| 7. | Travel | | | | | $ - | $ - |
| 8. | Equipment | 20 black lights for ID checks & RBS classes @$10 ea=$200, 20 Jeweler magnifiers for ID checks & RBS classes @$12 ea=$240, PAS device=$900. | $ 1,340.00 | | | $ - | $ 1,340.00 |
| 9. | Consultant Services | Consult services @ $35/hr x 198 hrs=$6,930. Also, provide 500 promotional RBS color flyers and 250 b/w RBS training manuals=$573.73 (see attached HC2 Consult Services Detail) | $ 7,503.73 | | | $ - | $ 7,503.73 |
| 10. | PPD compliance checks- youth decoy purchases | $8 x 25 purchases=$200 | $ 200.00 | | | $ - | $ 200.00 |
| 11 | RBS Instructional Supplies | 1 easel=$185, 6pk easel paper=$150, markers=$10, form folders $20. For RBS training attendees: name tags $20, and promotional printed pencils & pens $144 ($.48 x 300 attendees ) | $ 529.00 | | | | $ 529.00 |

# Budget FY1

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 12 | Advertising expense | Budget allowance | $ 380.76 | | | | $ 380.76 |
| | | | | | | $ - | $ - |
| | | TOTAL OPERATING EXPENSES | $ 11,703.49 | $ - | $ - | $ - | $ 11,703.49 |
| | | | | | | $ - | $ - |
| | INDIRECT COSTS | (maximum allowable = 15% of total personnel) | $ - | | | $ - | $ - |
| | | | | | | $ - | $ - |
| | | TOTAL BUDGET THIS CONTRACT | $ 40,000.00 | $ - | $ - | $ - | $ 40,000.00 |

# BUDGET FY2

**Contractor:** Petaluma Police Department (PPD)

**Project Title:** RFP#031813 Underage Retail Alcohol Access & Consumption Reduction

**Contract Number:**

**Contract Period: July 1, 2014 - June 30, 2015**

| | PERSONNEL<br>Title | Total Hours/ Year | Rate/Hour | Budget | Cumulative Expenses Prior to Reporting Period | Current Expenses | YTD Expenses | Remaining Balance |
|---|---|---|---|---|---|---|---|---|
| 1. | On-Sale Decoy Compliance- PPD Officer | 32 | $ 68.89 | $ 2,204.48 | | | $ - | $ 2,204.48 |
| 2. | On-Sale Decoy Compliance- PPD Officer | 32 | $ 68.89 | $ 2,204.48 | | | $ - | $ 2,204.48 |
| 3. | On-Sale Decoy Compliance- PPD Officer | 32 | $ 68.89 | $ 2,204.48 | | | $ - | $ 2,204.48 |
| 4. | Impact Inspections- PPD Officer | 56 | $ 68.89 | $ 3,857.84 | | | $ - | $ 3,857.84 |
| 5. | Impact Inspections- PPD Code Enforcement Officer | 56 | $ 62.84 | $ 3,519.04 | | | $ - | $ 3,519.04 |
| 6. | Event Compliance- PPD Officer | 45 | $ 68.89 | $ 3,100.05 | | | $ - | $ 3,100.05 |
| 7. | Event Compliance- PPD Officer | 45 | $ 68.89 | $ 3,100.05 | | | $ - | $ 3,100.05 |
| 8. | Event Compliance- PPD Code Enforcement Officer | 45 | $ 62.84 | $ 2,827.80 | | | $ - | $ 2,827.80 |
| 9. | RBS Trainer- PPD Lt Tim Lyons | 26 | $ 114.19 | $ 2,968.94 | | | | $ 2,968.94 |
| | Sub-Total Salaries | | | $ 25,987.16 | $ - | $ - | $ - | $ 25,987.16 |
| | | | | | | | $ - | $ - |
| | FRINGE BENEFITS 8.14% of salaries | | | $ 2,115.35 | | | $ - | $ 2,115.35 |
| | | | | | | | $ - | $ - |
| | TOTAL PERSONNEL COSTS | | | $ 28,102.51 | $ - | $ - | $ - | $ 28,102.51 |

# BUDGET FY2

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | OPERATING EXPENSES | | | | | $ - | $ - |
| | Category | Allocation Basis | | | | $ - | $ - |
| 1. | Rent | | | | | $ - | $ - |
| 2. | Office Expense | | | | | $ - | $ - |
| 3. | Communications | | | | | $ - | $ - |
| 4. | Copying/Printing | RBS attendee training completion cards= $15= (300 attendees x $.50) | $ 150.00 | | | $ - | $ 150.00 |
| 5. | Health Education Materials | | | | | $ - | $ - |
| 6. | Training | | | | | $ - | $ - |
| 7. | Travel | | | | | $ - | $ - |
| 8. | Consultant Services | Consult services @ $35/hr x 226 hrs=$7,910. Also, provide 500 promotional flyers and 250 RBS training manuals=$573.73 (see attached HC2 Consult Services Detail) | $ 8,483.73 | | | $ - | $ 8,483.73 |
| 9. | PPD youth decoy alcohol purchases | $8 x 25 purchases=$200 | $ 200.00 | | | $ - | $ 200.00 |
| 10. | RBS Instructional Supplies | 1 easel=$185, 6pk easel paper=$150, markers=$15, form folders $20. Promotional printed items for RBS attendees as pencils & pens $144 ($.48 x 300 attendees ) | $ 514.00 | | | | $ 514.00 |
| 11. | Advertising expense | Budget allowance | $ 2,549.76 | | | | $ 2,549.76 |
| | | | | | | $ - | $ - |
| | | TOTAL OPERATING EXPENSES | $ 11,897.49 | $ - | $ - | $ - | $ 11,897.49 |
| | | | | | | $ - | $ - |
| | INDIRECT COSTS | (maximum allowable = 15% of total personnel) | $ - | | | $ - | $ - |
| | | | | | | $ - | $ - |
| | | TOTAL BUDGET THIS CONTRACT | $ 40,000.00 | $ - | $ - | $ - | $ 40,000.00 |

# Exhibit C
# County of Sonoma Insurance Requirements

## Section I – Insurance to be Maintained by City of Petaluma

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

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

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

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If City of Petaluma maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by City of Petaluma.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. City of Petaluma is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether City of Petaluma has a claim against the insurance or is named as a party in any action involving the County.
   - **d.** The **County of Sonoma, its officers, agents and employees** shall be additional insureds for liability arising out of City of Petaluma's activities with respect to this Agreement. (ISO endorsement CG 20 26 or equivalent).
   - **e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
   - **f.** The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

**g.** The policy shall cover inter-insured suits between County and City of Petaluma and include a "separation of insureds" or "severability" clause which treats each insured separately.

**h.** *Required Evidence of Insurance*:

**i.** Copy of the additional insured endorsement or policy language granting additional insured status; and

**ii.** Certificate of Insurance.

**3. Automobile Liability Insurance**

**a.** Minimum Limits: $1,000,000 combined single limit per accident.

**b.** Insurance shall apply to all owned, hired and non-owned vehicles.

**c.** *Required Evidence of Insurance*: Certificate of Insurance.

**4. Standards for Insurance Companies**

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

**5. Documentation**

**a.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. City of Petaluma agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.

**b.** The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its officers, agents and employees, DHS Health Policy, Planning and Evaluation Division, Attn: Rebecca Wachsberg, 490 Mendocino Ave, Suite 205, Santa Rosa, CA 95401.

**c.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

**d.** City of Petaluma shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

**e.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**6. Policy Obligations**

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

# COUNTY OF SONOMA
# AGREEMENT FOR SERVICES

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

## RECITALS

WHEREAS, Contractor represents that it is a duly qualified and licensed municipality, experienced in and has the capacity to implement alcohol compliance activities in the city and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor to ensure the implementation of education and prevention-oriented activities that improve alcohol retailer compliance with existing alcohol laws and policies that have been shown to reduce underage alcohol availability and consumption.

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

## AGREEMENT

1. Scope of Services.

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

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

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

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid 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," provided, however, that total payments to Contractor shall not exceed eighty thousand dollars ($80,000), without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in

California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

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

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

3. Term of Agreement. The term of this Agreement shall be from effective date to June 30, 2015 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

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

4.6 Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Article 5, Indemnification; (2) Section 9.5, Records Maintenance; (3) Section 9.5.1, Right to Audit, Inspect and Copy Records; (4) Section 9.15, Confidentiality; and (5) Section 13.5, Applicable Law and Forum.

4.7 Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding which the County anticipated using to pay Contractor for services provided under this Agreement or County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain insurance and/or self-insurance as described in "Exhibit C," which is attached hereto and incorporated herein by this reference.

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

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

9. Representations of Contractor.

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

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

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

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

regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of seven (7) years following completion of work hereunder.

9.5.1 Right to Audit, Inspect and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by county within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit county or governmental or accrediting agencies to access patient medical records.

9.5.2 Audits. Contractor agrees that all expenditures of state and federal funds furnished to the Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal agencies. County agrees to provide fourteen (14) days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to OMB Circular A-133, which applies to non-profit organizations.

9.5.2.1 Copy of Audit. Contractor agrees a copy of audits performed shall be submitted to County no later than thirty (30) days after completion of the audit report, or no later than nine (9) months after the end of Contractor's fiscal year, whichever comes first. The Contractor's agreement(s) with audit firms shall have a clause to permit access by the County and State and Federal agencies to the working papers of the external independent auditor.

9.5.2.2 Retention of Audit Report. Contractor agrees that audit reports and work papers shall be retained for a minimum of seven (7) years from the date of audit report, unless the auditor is notified in writing by the County, state or federal agency to extend the retention period.

9.5.2.3 Repayment. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, State or Federal agencies related to service provided by Contractor under this Agreement. Where allowable costs have been claimed and reimbursed, they will be returned to the program that reimbursed the unallowable cost either by cash refund or by offset to subsequent claims.

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

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

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

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

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

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

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered,

or generated in any way through this Agreement without the express written permission of County.

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

9.13 Sanctioned Employee. Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractor and contractors. In the event Contractor does employ such individual(s) or entity(s), Contractor agrees to assume full liability for any associated penalties, sanctions, loss or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

9.15 Confidentiality. Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Paragraph 9.15 shall survive termination of this Agreement.

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

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

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

TO: COUNTY:

Donna Newman-Fields
490 Mendocino Ave, Suite 202
Santa Rosa, CA 95401
Telephone: 707-565-6617
FAX: 707-565-6619
Email: donna.newman-fields@sonoma-county.org

TO: CONTRACTOR:

Diane Davis
6850 Laguna Park Way
Sebastopol, CA 95472
Telephone: 707-829-4400
FAX: 707-829-0967
Email: dianedavis3@gmail.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.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

_____ Date 6/3/2013

Jeff Weaver, Chief
Sebastopol Police Department

COUNTY OF SONOMA:

_____ Date _____

Rita Scardaci, MPH, Director
Department of Health Services

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

_____ Date 6/3/13

Division Director or Designee

# Exhibit A
# Scope of Work

## WORK PLAN: SEBASTOPOL POLICE DEPARTMENT
**FY 2013-2014**

Problem Statement: Underage youth/minors access alcohol at retail establishments in Sebastopol.

Goal 1: Reduce availability and access to alcohol by minors at ABC licensed establishments in Sebastopol.

Objective 1: By 2014, improve alcohol retailer compliance with existing laws and policies that have been shown to reduce underage alcohol availability and consumption by implementing Compliance Checks; IMPACT Operations; Purchase Surveys and RBS training.

| Activities | Start/End Date | Responsible Party | Measures |
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| **Annual Compliance Checks:** Conduct annual Compliance Checks at all existing on-sale and off-sale establishments; (n= estimated 90 establishments); includes subsequent second/third rounds of Compliance Checks for establishments that were noncompliant during initial operations. | July 1, 2013-June 30, 2014 | | Copy of annual schedule for Compliance Checks. |
| • Develop Compliance Checks schedule. | | Project Director and Lead Sebastopol Police Officer | |
| • Solicit and train minor volunteers. | July 1, 2013-June 30, 2014 | Project Director<br>Project Director | Copies of written agreements with all minor volunteers and signed |
| • Send written notice to merchants regarding | | | |

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| upcoming Compliance Checks.<br>• Conduct safety brief prior to each operation; Conduct Compliance Checks and respond accordingly; document outcomes; process operations with volunteers, officers, and Project Director following each operation and make adjustments where necessary for upcoming operations.<br>• Draft individual merchant letters from Chief of Police following each operation with outcomes and recommendations; includes standard recommendation to participate in RBS training.<br>• Businesses that are non-compliant will be visited on one or more occasion to ensure compliance.<br>• ABC will be notified in writing regarding establishments that were | July 1, 2013-June 30, 2014 | Sebastopol Police Officer and Project Director<br><br>Project Director<br><br>Lead Sebastopol Police Officer | parent permission forms.<br><br>Copy of written notice to merchants.<br><br>Copy of Safety Brief notes.<br><br>Documentation the results of all Compliance Checks for first and subsequent operations; and process notes for each operation.<br><br>Copy of merchant letters.<br><br>Copy of written communication with ABC. |

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| noncompliant with existing laws. | | | |
| **Annual IMPACT Operations:**<br>Conduct annual IMPACT Operations at all existing on-sale and off-sale establishments (n= estimated 90 establishments); includes subsequent second/third rounds of Compliance Checks for establishments that were noncompliant during initial operations. | July 1, 2013-June 30, 2014 | | |
| • Develop annual schedule of IMPACT Operations. | | Project Director and Lead Sebastopol Police Officer | Copy of schedule for IMPACT Operations. |
| • Send written notice to merchants regarding upcoming IMPACT Operations. | | Project Director | Copy of written notice to merchants. |
| • Conduct IMPACT Operations using ABC IMPACT checklist; document outcomes and recommendations; provide educational materials from ABC specific to the type of license (i.e. on/off sale). | | Sebastopol Police Officer and Project Director | Documentation/tracking of IMPACT Operations with associated results for first and subsequent visits. |
| • Businesses that are non-compliant will be visited on one or more | July 1, 2013-June 30, 2014 | Lead Sebastopol Police Officer | Documentation of communication with licensees/managers and |

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| occasions to ensure compliance; letters will be sent to licensees and ABC regarding issues of noncompliance. | | | ABC. |
| **Provide RBS training for on-sale and off-sale establishments a minimum of two times per fiscal year:**<br>• Coordinate dates for two or more RBS trainings in Sebastopol with county provider or contract trainer (target populations include on-sale; off-sale; wineries and brewery/tasting rooms).<br>• Partner with the Chamber of Commerce to assist in notifying merchants of upcoming trainings and registration information.<br>• Sebastopol Police will promote participation in RBS training during IMPACT Operations and when making personal visits to identified high risk establishments. Past and current Place of Last | July 1 2013-June 30 2014 | Project Director<br><br>Sebastopol Police Officer and Project Director | Copy of written agreement with county provider or contract trainer.<br><br>Copy of promotional information, including merchant specific information (i.e. POLD data; Purchase Survey data, Compliance Checks). |

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| Drink (POLD) data and results of Purchase Surveys will be shared with owners/managers.<br>• Conduct RBS training as scheduled; ensure availability of the Chief of Police or Lieutenant to make opening comments.<br>• Distribute and collect surveys from participants at each training event; summarize feedback and provide information to county provider. | | RBS trainer supported by Project Director | Documentation (sign in sheet) of attendees and associated businesses at RBS trainings; information sent to county provider.<br><br>Copy of surveys; summary/analysis of results. |
| **Annual Purchase Surveys:** Conduct annual Purchase Surveys at all existing retail (on-sale and off-sale) establishments; (n= estimated 90 establishments); includes subsequent second/third rounds of Purchase Surveys for establishments that sold alcohol without requiring proof of age identification during initial operations.<br>• Solicit and train youthful-appearing adults (age 21-22). | July 1 2013-June 30 2014 | Sebastopol Police Officer and Project Director<br><br>Project Director | Signed agreement with volunteers in Purchase Surveys.<br><br>Copy of schedule of Purchase Surveys.<br><br>Documentation/tracking of |

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| • Schedule Purchase Surveys to follow Compliance Checks with subsequent letters from the Chief of Police regarding results of Compliance Checks and recommendations, including a standard recommendation to participate in RBS training. | | Lead Police Office and Project Director | the establishments that sell alcohol without requiring proof of age identification and associated indicators (i.e. day, time, gender of sales clerk or server, type of alcohol purchased).<br><br>Process notes following operations. |
| • Conduct Purchase Surveys with SPD Officer; document results of operations. | | Sebastopol Police Officer and Project Director | Copy of letters from Chief of Police following first and subsequent Purchase Surveys. |
| • Process with Officer, adult volunteers and Project Director; make adjustments in conducting Purchase Surveys as needed. | | | Documentation/tracking of Purchase Survey results for second and subsequent operations. |
| • Draft and send signed letter from Chief of Police tailored to each establishment noting results of Purchase Surveys and associated recommendations, including standard recommendation to participate in RBS training. | | Project Director | Copy of letter from Chief of Police per establishment. |

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| • Conduct a second and subsequent round of Purchase Surveys at establishments that sell alcohol without requiring proof of age identification.<br>• Draft and send signed letter from the Chief of Police tailored to each establishment with results of second and subsequent round of Purchase Surveys with associated recommendations.<br>• Send summary results of Purchase Surveys to ABC for establishments identified as at risk for illegal sales to minors (i.e. sales of alcohol to youthful appearing 21 year old adults without requiring proof of age identification on more than one occasion). | | Sebastopol Police Officer and Project Director<br><br>Project Director<br><br>Lead Sebastopol Police Officer | Copy of correspondence with ABC re: results of Purchase Surveys. |
| **Media coverage:**<br>Media coverage will be strategically planned to include information on the overall project (goals, | July 1, 2013-June 30, 2014 | Project Director and Lead Sebastopol Police Officer | Copies of all project-related media coverage. |

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| objectives, strategies, outcomes) including notices for Compliance Checks, IMPACT Operations, Purchase Surveys and RBS training. Project updates will be provided, including results of operations over time. | | | |
| **Presentation to City Council:**<br>• Prepare presentation to be given to Sebastopol City Council regarding the overall project, including goals, objectives, strategies, processes and outcomes. | May 1, 2013-June 30, 2014 | Project Director and Lead Police Officer | Copy of PowerPoint and/or other presentation materials. |

# WORK PLAN: SEBASTOPOL POLICE DEPARTMENT

**FY 2013-2014**

Problem Statement: Underage youth/minors access alcohol at social settings in Sebastopol.

Goal 2: Reduce availability and access to alcohol by minors near off-sale retail establishments and at community festivals in Sebastopol.

Objective 1: By 2014, access to alcohol near off-sale alcohol outlets via third party transactions (shoulder taps) and at community festivals will be reduced by implementing ongoing Shoulder Tap Surveillance near off-sale alcohol outlets; Compliance Checks at four major Sebastopol festivals; and RBS training for festival organizers and volunteers.

| Activities | Start/End Date | Responsible Party | Measures |
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| *List the activities you will implement to reach your objectives* | *Include start/end dates for each activity* | *Identify person(s) responsible for planning/implementing each activity* | *Provide information on how you will measure the effectiveness of your activities* |
| **Annual Quarterly Shoulder Tap Surveillance Operations:**<br>Conduct annual quarterly Shoulder Tap Surveillance near Sebastopol's off-sale retail establishments (n=11 off-sale establishments).<br>• Develop an annual schedule for Shoulder Tap Surveillance, including operations during high risk times of the year (home-coming football game; holidays; school dances and school related events; prom; graduation). | July 1, 2013-June 30, 2014 | Project Director and Lead Police Officer | Copy of annual schedule for Shoulder Tap Surveillance Operations.<br><br>Copy of signed agreements with parent permission for participating in Shoulder Tap Surveillance Operations.<br><br>Copy of written notice to |

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| • Solicit and train minor volunteers.<br>• Send written notice to merchants regarding upcoming operations.<br>• Conduct safety brief prior to each operation; Conduct operations and respond accordingly; document outcomes; process operations with officers, youth volunteers and project director following each operation; make adjustments where necessary for upcoming operations.<br>• Draft individual merchant letters from the Chief of Police following each operation; include outcomes and recommendations for increased security and surveillance if called for.<br>• Submit press release following each operation with results; press releases will be designed to increase community awareness of youth shoulder tap activity | | Project Director<br><br>Lead Police Officer and Project Director<br><br>Project Director | merchants.<br><br>Copy of Safety Brief.<br><br>Documentation of results of Shoulder Tap Operations.<br><br>Copy of letters to merchants with results of operations and recommendations for reducing shoulder tap activity in their parking lots.<br><br>Copy of press releases. |

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| (access to alcohol) with tips on what to do should they encounter such an event (build community capacity). | | | |
| **Annual RBS Training:** Provide a minimum of two RBS trainings, including one Special Events training per fiscal year.<br>• Coordinate date(s) for RBS training with County Provider and/or RBS contract trainer.<br>• Identify and conduct outreach to retail establishments and organizers of Sebastopol community festivals to promote participation in RBS training for Special Events.<br>• Partner with the Chamber of Commerce to assist in promoting RBS training.<br>• Conduct RBS training as scheduled; ensure availability of the Chief of Police or Lieutenant to make opening comments.<br>• Distribute survey to | July 1 2013-June 30 2014 | Project Director<br><br>RBS trainer with support from Project Director<br><br>Project Director | Written schedule for RBS training.<br><br>Documentation of outreach activities, including those with the Chamber of Commerce.<br><br>Documentation of participants at RBS training(s). |

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| obtain written feedback from participants following each training event. | | | Written summary of participant feedback via surveys. |
| **Annual Compliance Checks at local festivals:** Conduct annual Compliance Checks at four major Sebastopol festivals (Apple Blossom Festival; Roma Festival; Cajun Zydeco Festival and Celtic Festival).<br>• Solicit and train youth volunteers.<br>• Conduct safety brief prior to each operation; Conduct Compliance Checks and respond accordingly; document outcomes; process operations with officers, volunteer youth and Project Director following each operation and make adjustments where necessary for upcoming operations.<br>• Draft letters from the Chief of Police to festival organizers following each operation at each | July 1 2013-June 30 2014 | Project Director<br><br>Sebastopol Police Officer and Project Director<br><br>Project Director | Copies of signed agreements for youth/minors participating in Compliance Checks with written parent permission.<br><br>Copy of Safety Brief. Documentation of results of Compliance Checks; number of alcohol sales to youth/minor per festival.<br><br>Copy of letter from Chief to festival organizers. |

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| festival; include outcomes and recommendation to participate in RBS training for Special Events. | | | |
| **Media coverage:** Media coverage will be strategically designed to provide information regarding youth access to alcohol through social sources and the SPD's attempt to reduce such occurrences; results of Shoulder Tap Surveillance and Compliance Checks at local festivals will be included. | July 1 2013-June 30 2014 | Project Director and Lead Sebastopol Police Officer | Copy of all project-related media coverage. |

# WORK PLAN: SEBASTOPOL POLICE DEPARTMENT

**FY 2013-2014**

Problem Statement: Underage youth/minors access alcohol at social settings in Sebastopol.
Goal 3: Reduce underage access to alcohol at festivals and special events in Sebastopol.
Objective 1: By 2014, pass a Sebastopol ordinance that requires mandatory participation in RBS training for anyone who sells or serves alcohol at community special events.

| Activities | Start/End Date | Responsible Party | Measures |
|---|---|---|---|
| *List the activities you will implement to reach your objectives* | *Include start/end dates for each activity* | *Identify person(s) responsible for planning/implementing each activity* | *Provide information on how you will measure the effectiveness of your activities* |
| **Support development of an on-line RBS Special Events training:**<br>• When available, Lead SPD Officer, Chief of Police and Project Director will review and provide feedback on the DHS's on-line Special Events RBS training; at the direction of the DHS, solicit feedback from other community leaders associated with special events. | | Lead Sebastopol Police Officer and Project Director | Written feedback on the DHS's on-line RBS Special Events training. |
| • In collaboration with the DHS, conduct outreach to organizers of community festivals and | | Project Director | List of community organizers/organizations contacted regarding the on-line training and associated written feedback. |

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| other special events to inform them of the on-line training and how to access the training; outreach will include Sebastopol and the greater West County. | | | |
| **Pass local alcohol policy for special events:**<br>• In collaboration with the Chief of Police, draft a Sebastopol Ordinance that requires mandatory participation in RBS training for anyone who sells or serves alcohol at special events.<br>• Chief of Police to submit draft ordinance to City Manager and City Attorney for review and feedback; draft ordinance to be edited based on feedback.<br>• Project Director, Lead Police Officer and Chief of Police to develop and implement a policy campaign, including but not limited to, the development and distribution of a policy issue brief and press | July 1, 2013-June 30, 2014 | Project Director; Lead Police Officer and Chief of Police | Copy of draft ordinance.<br><br>Copy of policy campaign related information; copy of issue brief and other educational materials. |

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| coverage regarding the proposed ordinance.<br>• Proposed ordinance will be vetted to the Sebastopol Chamber of Commerce, civic groups and known organizers of community special events.<br>• Staff Report written at the direction of the Chief of Police.<br>• Staff Report, draft ordinance, issue brief and other educational materials to be submitted to City Council; proposed ordinance is agendized for vote.<br>• Upon passage of the proposed ordinance, collaborate with the Chamber of Commerce to inform the community of the new ordinance and how to access the on-line Special Events RBS training. | | | Written feedback on proposed ordinance from community leaders involved in community special events.<br><br>Copy of staff report.<br><br>Copy of all media coverage re: the proposed ordinance; passage of the proposed ordinance; availability of an on-line RBS training for Special Events.<br><br>Final copy of the ordinance.<br><br>Documentation of community outreach/education efforts. |
| • Conduct annual Compliance Checks at festivals to monitor compliance with the new | July 1, 2013-June 30, 2014 | Sebastopol Police Officer with support from Project Director | Documentation of compliance with mandatory RBS training and follow-up to ensure compliance. |

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| ordinance *(Compliance Checks at Sebastopol's four festivals are noted in Goal 2, Objective 1).* | | | |

# WORK PLAN: SEBASTOPOL POLICE DEPARTMENT

**FY 2014-2015**

Problem Statement: Underage youth/minors access alcohol at retail establishments in Sebastopol.
Goal 1: Reduce availability and access to alcohol by minors at ABC licensed establishments in Sebastopol.
Objective 1: By 2015, improve alcohol retailer compliance with existing laws and policies that have been shown to reduce underage alcohol availability and consumption by implementing Compliance Checks; IMPACT Operations; Purchase Surveys and RBS training.

| Activities | Start/End Date | Responsible Party | Measures |
|---|---|---|---|
| *List the activities you will implement to reach your objectives* | *Include start/end dates for each activity* | *Identify person(s) responsible for planning/implementing each activity* | *Provide information on how you will measure the effectiveness of your activities* |
| **Annual Compliance Checks:** Conduct annual Compliance Checks at all existing on-sale and off-sale establishments; (n= estimated 90 establishments); includes subsequent second/third rounds of Compliance Checks for establishments that were noncompliant during initial operations.<br>• Develop Compliance Checks schedule.<br>• Solicit and train minor volunteers.<br>• Send written notice to merchants regarding upcoming Compliance | July 1, 2014-June 30, 2015<br><br>July 1, 2014-June 30, 2015 | Project Director and Lead Sebastopol Police Officer<br>Project Director<br>Project Director | Copy of annual schedule for Compliance Checks.<br><br>Copies of written agreements with all minor volunteers and signed parent permission forms. |

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| Checks.<br>• Conduct safety brief prior to each operation; Conduct Compliance Checks and respond accordingly; document outcomes; process operations with volunteers, officers, and Project Director following each operation and make adjustments where necessary for upcoming operations.<br>• Draft individual merchant letters from Chief of Police following each operation with outcomes and recommendations; includes standard recommendation to participate in RBS training.<br>• Businesses that are non-compliant will be visited on one or more occasion to ensure compliance.<br>• ABC will be notified in writing regarding establishments that were | July 1, 2014-June 30, 2015 | Sebastopol Police Officer and Project Director<br><br>Project Director<br><br>Lead Sebastopol Police Officer | Copy of written notice to merchants.<br><br>Copy of Safety Brief notes.<br><br>Documentation the results of all Compliance Checks for first and subsequent operations; and process notes for each operation.<br><br>Copy of merchant letters.<br><br>Copy of written communication with ABC. |

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| noncompliant with existing laws. | | | |
| **Annual IMPACT Operations:**<br>Conduct annual IMPACT Operations at all existing on-sale and off-sale establishments (n= estimated 90 establishments); includes subsequent second/third rounds of Compliance Checks for establishments that were noncompliant during initial operations. | July 1, 2014-June 30, 2015 | | |
| • Develop annual schedule of IMPACT Operations. | | Project Director and Lead Sebastopol Police Officer | Copy of schedule for IMPACT Operations. |
| • Send written notice to merchants regarding upcoming IMPACT Operations. | | Project Director | Copy of written notice to merchants. |
| • Conduct IMPACT Operations using ABC IMPACT checklist; document outcomes and recommendations; provide educational materials from ABC specific to the type of license (i.e. on/off sale). | | Sebastopol Police Officer and Project Director | Documentation/tracking of IMPACT Operations with associated results for first and subsequent visits. |
| • Businesses that are non-compliant will be visited on one or more | July 1, 2014-June 30, 2015 | Lead Sebastopol Police Officer | Documentation of communication with licensees/managers and |

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| occasions to ensure compliance; letters will be sent to licensees and ABC regarding issues of noncompliance. | | | ABC. |
| **Provide RBS training for on-sale and off-sale establishments a minimum of two times per fiscal year:**<br>• Coordinate dates for two or more RBS trainings in Sebastopol with county provider or contract trainer (target populations include on-sale; off-sale; wineries and brewery/tasting rooms).<br>• Partner with the Chamber of Commerce to assist in notifying merchants of upcoming trainings and registration information.<br>• Sebastopol Police will promote participation in RBS training during IMPACT Operations and when making personal visits to identified high risk establishments. Past and current Place of Last | July 1 2014-June 30 2015 | Project Director<br><br>Sebastopol Police Officer and Project Director | Copy of written agreement with county provider or contract trainer.<br><br>Copy of promotional information, including merchant specific information (i.e. POLD data; Purchase Survey data, Compliance Checks). |

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| Drink (POLD) data and results of Purchase Surveys will be shared with owners/managers.<br>• Conduct RBS training as scheduled; ensure availability of the Chief of Police or Lieutenant to make opening comments.<br>• Distribute and collect surveys from participants at each training event; summarize feedback and provide information to county provider. | | RBS trainer supported by Project Director | Documentation (sign in sheet) of attendees and associated businesses at RBS trainings; information sent to county provider.<br><br>Copy of surveys; summary/analysis of results. |
| **Annual Purchase Surveys:** Conduct annual Purchase Surveys at all existing retail (on-sale and off-sale) establishments; (n= estimated 90 establishments); includes subsequent second/third rounds of Purchase Surveys for establishments that sold alcohol without requiring proof of age identification during initial operations.<br>• Solicit and train youthful-appearing adults (age 21-22). | July 1 2014-June 30 2015 | Sebastopol Police Officer and Project Director<br><br>Project Director | Signed agreement with volunteers in Purchase Surveys.<br><br>Copy of schedule of Purchase Surveys.<br><br>Documentation/tracking of |

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| • Schedule Purchase Surveys to follow Compliance Checks with subsequent letters from the Chief of Police regarding results of Compliance Checks and recommendations, including a standard recommendation to participate in RBS training. | | Lead Sebastopol Police Office and Project Director | the establishments that sell alcohol without requiring proof of age identification and associated indicators (i.e. day, time, gender of sales clerk or server, type of alcohol purchased).<br><br>Process notes following operations.<br><br>Copy of letters from Chief of Police following first and subsequent Purchase Surveys. |
| • Conduct Purchase Surveys with SPD Officer; document results of operations. | | Sebastopol Police Officer and Project Director | |
| • Process with Officer, adult volunteers and Project Director; make adjustments in conducting Purchase Surveys as needed. | | | Documentation/tracking of Purchase Survey results for second and subsequent operations. |
| • Draft and send signed letter from Chief of Police tailored to each establishment noting results of Purchase Surveys and associated recommendations, including standard recommendation to participate in RBS training. | | Project Director | Copy of letter from Chief of Police per establishment. |

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| • Conduct a second and subsequent round of Purchase Surveys at establishments that sell alcohol without requiring proof of age identification.<br>• Draft and send signed letter from the Chief of Police tailored to each establishment with results of second and subsequent round of Purchase Surveys with associated recommendations.<br>• Send summary results of Purchase Surveys to ABC for establishments identified as at risk for illegal sales to minors (i.e. sales of alcohol to youthful appearing 21 year old adults without requiring proof of age identification on more than one occasion). | | Sebastopol Police Officer and Project Director<br><br>Project Director<br><br>Lead Sebastopol Police Officer | Copy of correspondence with ABC re: results of Purchase Surveys. |
| **Media coverage:** Media coverage will be strategically planned to | July 1, 2014-June 30, 2015 | Project Director and Lead Sebastopol Police Officer | Copies of all project-related media coverage. |

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| include information on the overall project (goals, objectives, strategies, outcomes) including notices for Compliance Checks, IMPACT Operations, Purchase Surveys and RBS training. Project updates will be provided, including results of operations over time. | | | |
| **Presentation to City Council:**<br>• Prepare presentation to be given to Sebastopol City Council regarding the overall project, including goals, objectives, strategies, processes and outcomes. | May 1, 2014-June 30, 2015 | Project Director and Lead Police Officer | Copy of PowerPoint and/or other presentation materials. |

# WORK PLAN: SEBASTOPOL POLICE DEPARTMENT

**FY 2014-2015**

Problem Statement: Underage youth/minors access alcohol at social settings in Sebastopol.
Goal 2: Reduce availability and access to alcohol by minors near off-sale retail establishments and at community festivals in Sebastopol.
Objective 1: By 2015, access to alcohol near off-sale alcohol outlets via third party transactions (shoulder taps) and at community festivals will be reduced by implementing ongoing Shoulder Tap Surveillance near off-sale alcohol outlets; Compliance Checks at four major Sebastopol festivals; and RBS training for festival organizers and volunteers.

| Activities | Start/End Date | Responsible Party | Measures |
|---|---|---|---|
| *List the activities you will implement to reach your objectives* | *Include start/end dates for each activity* | *Identify person(s) responsible for planning/implementing each activity* | *Provide information on how you will measure the effectiveness of your activities* |
| **Annual Quarterly Shoulder Tap Surveillance Operations:**<br>Conduct annual quarterly Shoulder Tap Surveillance near Sebastopol's off-sale retail establishments (n=11 off-sale establishments).<br>• Develop an annual schedule for Shoulder Tap Surveillance, including operations during high risk times of the year (home-coming football game; holidays; school dances and school related events; prom; graduation). | July 1, 2014-June 30, 2015 | Project Director and Lead Police Officer | Copy of annual schedule for Shoulder Tap Surveillance Operations.<br><br>Copy of signed agreements with parent permission for participating in Shoulder Tap Surveillance Operations.<br><br>Copy of written notice to |

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| • Solicit and train minor volunteers.<br>• Send written notice to merchants regarding upcoming operations.<br>• Conduct safety brief prior to each operation; Conduct operations and respond accordingly; document outcomes; process operations with officers, youth volunteers and project director following each operation; make adjustments where necessary for upcoming operations.<br>• Draft individual merchant letters from the Chief of Police following each operation; include outcomes and recommendations for increased security and surveillance if called for.<br>• Submit press release following each operation with results; press releases will be designed to increase community awareness of youth shoulder tap activity | | Project Director<br><br>Lead Police Officer and Project Director<br><br>Project Director | merchants.<br><br>Copy of Safety Brief.<br><br>Documentation of results of Shoulder Tap Operations.<br><br>Copy of letters to merchants with results of operations and recommendations for reducing shoulder tap activity in their parking lots.<br><br>Copy of press releases. |

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| (access to alcohol) with tips on what to do should they encounter such an event (build community capacity). | | | |
| **Annual RBS Training:** Provide a minimum of two RBS trainings, including one Special Events training per fiscal year.<br>• Coordinate date(s) for RBS training with County Provider and/or RBS contract trainer.<br>• Identify and conduct outreach to retail establishments and organizers of Sebastopol community festivals to promote participation in RBS training for Special Events.<br>• Partner with the Chamber of Commerce to assist in promoting RBS training.<br>• Conduct RBS training as scheduled; ensure availability of the Chief of Police or Lieutenant to make opening comments.<br>• Distribute survey to | July 1 2014-June 30 2015 | Project Director<br><br>RBS trainer with support from Project Director<br><br>Project Director | Written schedule for RBS training.<br><br>Documentation of outreach activities, including those with the Chamber of Commerce.<br><br>Documentation of participants at RBS training(s). |

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| obtain written feedback from participants following each training event. | | | Written summary of participant feedback via surveys. |
| **Annual Compliance Checks at local festivals:** Conduct annual Compliance Checks at four major Sebastopol festivals (Apple Blossom Festival; Roma Festival; Cajun Zydeco Festival and Celtic Festival).<br>• Solicit and train youth volunteers.<br>• Conduct safety brief prior to each operation; Conduct Compliance Checks and respond accordingly; document outcomes; process operations with officers, volunteer youth and Project Director following each operation and make adjustments where necessary for upcoming operations.<br>• Draft letters from the Chief of Police to festival organizers following each operation at each | July 1 2014-June 30 2015 | Project Director<br><br>Sebastopol Police Officer and Project Director<br><br>Project Director | Copies of signed agreements for youth/minors participating in Compliance Checks with written parent permission.<br><br>Copy of Safety Brief. Documentation of results of Compliance Checks; number of alcohol sales to youth/minor per festival.<br><br>Copy of letter from Chief to festival organizers. |

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| festival; include outcomes and recommendation to participate in RBS training for Special Events. | | | |
| **Media coverage:** Media coverage will be strategically designed to provide information regarding youth access to alcohol through social sources and the SPD's attempt to reduce such occurrences; results of Shoulder Tap Surveillance and Compliance Checks at local festivals will be included. | July 1 2014-June 30 2015 | Project Director and Lead Sebastopol Police Officer | Copy of all project-related media coverage. |

# Exhibit B
## Budget and Budget Justification

| BUDGET | | | | | | | | | | | |
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| | | | | | | | | | | | |
| | | | | | | | | | | | |
| Contractor: | Sebastopol Police Department | | | | | | | | | | |
| Project Title: | Law Enforcement Compliance Checks | | | | | | | | | | |
| Contract Number: | | | | | | | | | | | |
| Contract Period: | 07/01/13 - 06/30/14 | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | PERSONNEL | | | | | | Budget | Cumulative Expenses Prior to Reporting Period | Current Expenses | YTD Expenses | Remaining Balance |
| | | Title | | | Total Hours/ Year | Rate/Hour | | | | | |
| 1. | Lead Police Officer | | | | 150 | $57.00 | $8,550.00 | | | $ - | $ 8,550.00 |
| 2. | Police Officer | | | | 131 | $57.00 | $ 7,467.00 | | | $ - | $ 7,467.00 |
| 3. | | | | | | | | | | $ - | $ - |
| 4. | | | | | | | | | | $ - | $ - |
| 5. | | | | | | | | | | $ - | $ - |
| 6. | | | | | | | | | | $ - | $ - |
| | | | | Sub-Total Salaries | | | $ 16,017.00 | $ - | $ - | $ - | $16,017.00 |
| | | | | | | | | | | $ - | $ - |
| | | | | | | | | | | $ - | $ - |
| | FRINGE BENEFITS | | | | | | | | | $ - | $ - |
| | | | | | | | | | | $ - | $ - |
| | | | TOTAL PERSONNEL COSTS | | | | $ 16,017.00 | $ - | $ - | $ - | $16,017.00 |

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| | | | | | | $ - | $ - |
| | OPERATING EXPENSES | | | | | $ - | $ - |
| | Category | Allocation Basis | | | | $ - | $ - |
| 1. | Rent | | | | | $ - | $ - |
| 2. | Office Expense | | $ 300.00 | | | $ - | $ 300.00 |
| 3. | Communications | | | | | $ - | $ - |
| 4. | Copying/Printing | | $ 300.00 | | | $ - | $ 300.00 |
| 5. | Health Education Materials | | $ 300.00 | | | $ - | $ 300.00 |
| 6. | Training | | | | | $ - | $ - |
| 7. | Travel | | $ 200.00 | | | $ - | $ 200.00 |
| 8. | Equipment | | | | | $ - | $ - |
| 9. | Consultant Services | $36.00/hr. x 514 approx. hours | $ 18,500.00 | | | $ - | $18,500.00 |
| 10. | Buy money for compliance ops and purchase surveys | | $ 350.00 | | | $ - | $ 350.00 |
| 11. | Gift incentives for youth volunteers | | $ 800.00 | | | $ - | $ 800.00 |
| 12. | Postage | | $250.00 | | | $ - | $ 250.00 |
| 13. | | | | | | $ - | $ - |
| 14. | | | | | | $ - | $ - |
| 15. | | | | | | $ - | $ - |
| | | | | | | $ - | $ - |
| | | TOTAL OPERATING EXPENSES | $ 21,000.00 | $ - | $ - | $ - | $21,000.00 |
| | | | | | | $ - | $ - |
| | INDIRECT COSTS | 8.05% of total direct costs | $ 2,983.00 | | | $ - | $ 2,983.00 |
| | | | | | | $ - | $ - |
| | | TOTAL BUDGET THIS CONTRACT | $ 40,000.00 | $ - | $ - | $ - | $40,000.00 |

# BUDGET

| | |
|---|---|
| Contractor: | Sebastopol Police Department |
| Project Title: | Law Enforcement Compliance Checks |
| Contract Number: | |
| Contract Period: | 07/01/14 - 06/30/15 |

| | PERSONNEL | | | | | Budget | Cumulative Expenses Prior to Reporting Period | Current Expenses | YTD Expenses | Remaining Balance |
|---|---|---|---|---|---|---|---|---|---|---|
| | Title | | | Total Hours/ Year | Rate/Hour | | | | | |
| 1. | Lead Police Officer | | | 150 | $57.00 | $8,550.00 | | | $ - | $ 8,550.00 |
| 2. | Police Officer | | | 131 | $57.00 | $ 7,467.00 | | | $ - | $ 7,467.00 |
| 3. | | | | | | | | | $ - | $ - |
| 4. | | | | | | | | | $ - | $ - |
| 5. | | | | | | | | | $ - | $ - |
| 6. | | | | | | | | | $ - | $ - |
| | | | | Sub-Total Salaries | | $ 16,017.00 | $ - | $ - | $ - | $16,017.00 |
| | | | | | | | | | $ - | $ - |
| | | | | | | | | | $ - | $ - |
| | FRINGE BENEFITS | | | | | | | | $ - | $ - |
| | | | | | | | | | $ - | $ - |
| | | | TOTAL PERSONNEL COSTS | | | $ 16,017.00 | $ - | $ - | $ - | $16,017.00 |

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| | OPERATING EXPENSES | | | | | $ - | $ - |
| | Category | Allocation Basis | | | | $ - | $ - |
| 1. | Rent | | | | | $ - | $ - |
| 2. | Office Expense | | $ 300.00 | | | $ - | $ 300.00 |
| 3. | Communications | | | | | $ - | $ - |
| 4. | Copying/Printing | | $ 300.00 | | | $ - | $ 300.00 |
| 5. | Health Education Materials | | $ 300.00 | | | $ - | $ 300.00 |
| 6. | Training | | | | | $ - | $ - |
| 7. | Travel | | $ 200.00 | | | $ - | $ 200.00 |
| 8. | Equipment | | | | | $ - | $ - |
| 9. | Consultant Services | $36.00/hr. x 514 approx. hours | $ 18,500.00 | | | $ - | $18,500.00 |
| 10. | Buy money for compliance ops and purchase surveys | | $ 350.00 | | | $ - | $ 350.00 |
| 11. | Gift incentives for youth volunteers | | $ 800.00 | | | $ - | $ 800.00 |
| 12. | Postage | | $250.00 | | | $ - | $ 250.00 |
| 13. | | | | | | $ - | $ - |
| 14. | | | | | | $ - | $ - |
| 15. | | | | | | $ - | $ - |
| | | | | | | $ - | $ - |
| | | TOTAL OPERATING EXPENSES | $ 21,000.00 | $ - | $ - | $ - | $21,000.00 |
| | | | | | | $ - | $ - |
| | INDIRECT COSTS | 8.05% of total direct costs | $ 2,983.00 | | | $ - | $ 2,983.00 |
| | | | | | | $ - | $ - |
| | | TOTAL BUDGET THIS CONTRACT | $ 40,000.00 | $ - | $ - | $ - | $40,000.00 |

# Exhibit C
# County of Sonoma Insurance Requirements

## Section I – Insurance to be Maintained by City of Sebastopol

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

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

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

2. **General Liability Insurance**
   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If City of Sebastopol maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by City of Sebastopol.
   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. City of Sebastopol is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether City of Sebastopol has a claim against the insurance or is named as a party in any action involving the County.
   d. The **County of Sonoma, its officers, agents and employees** shall be additional insureds for liability arising out of City of Sebastopol's activities with respect to this Agreement. (ISO endorsement CG 20 26 or equivalent).
   e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
   f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between County and City of Sebastopol and include a "separation of insureds" or "severability" clause which treats each insured separately.
h. *Required Evidence of Insurance*:
   i. Copy of the additional insured endorsement or policy language granting additional insured status; and
   ii. Certificate of Insurance.

3. **Automobile Liability Insurance**
   a. Minimum Limits: $1,000,000 combined single limit per accident.
   b. Insurance shall apply to all owned, hired and non-owned vehicles.
   c. *Required Evidence of Insurance*: Certificate of Insurance.

4. **Standards for Insurance Companies**
   Insurers shall have an A.M. Best's rating of at least A:VII.

5. **Documentation**
   a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. City of Sebastopol agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
   b. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its officers, agents and employees, DHS Health Policy, Planning and Evaluation Division, Attn: Rebecca Wachsberg, 490 Mendocino Ave, Suite 205, Santa Rosa, CA 95401.
   c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
   d. City of Sebastopol shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
   e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. **Policy Obligations**
   City of Sebastopol's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

# 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 of Sonoma County |
| **Board Agenda Date:** | June 25, 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:** | Healdsburg Animal Services Contract Amendment |

**Recommended Actions:**

Authorize the Director of Health Services to execute the first modification to an agreement with the City of Healdsburg, expanding the scope of work to include animal care and control services performed by the County, for a period of six to twelve months, increasing monthly revenue by $9,631, effective June 25, 2013.

Adopt a Resolution adjusting the FY 13-14 Budget, increasing revenue in the Department of Health Services by $57,786 to reflect an increase in contract funding from the City of Healdsburg for Animal Care and Control services.

**Executive Summary:**

This item requests approval to execute the first modification to an agreement with the City of Healdsburg, expanding the scope of work to include animal care and control services for a period of six to twelve months, increasing monthly revenue by $9,631, effective June 25, 2013.

Additionally, this item requests adoption of a Resolution adjusting the FY 13-14 Budget, increasing revenue in the Department of Health Services by $57,786 to reflect an increase in contract funding from the City of Healdsburg for Animal Care and Control services.

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On September 14, 2010 the County of Sonoma entered into a services agreement with the City of Healdsburg to provide emergency animal control field services through June 30, 2015.

On June 5, 2013 Sonoma County Animal Care and Control (SCACC) received a written request from Lieutenant Matt Jenkins of the City of Healdsburg Police Department to amend the existing agreement to include a broader range of animal care and control services for a period of three to six months. The monthly revenue of this amendment is $9,631. The purpose of this expanded agreement is to allow the City to continue to meet its animal care and control services needs following the closure of the Healdsburg Animal Shelter.

Animal care and control shelter services to be provided by SCACC to the City of Healdsburg under the proposed modification include the following scope of services:

- **Field Services** - License enforcement, stray animal pickup, rabies control and investigation of bite reports, animal cruelty/neglect, and public nuisance reports.
- **Shelter services** – Animal impounds, pre-adoption spays and neuters, sheltering of abandoned or surrendered animals, micro-chipping; vaccinations, veterinary care, adoption counseling; euthanasia; temperament testing; and rabies vaccination clinics.
- **Operations** – Business services, billing, and state-mandated reporting.

SCACC will provide the above services for an initial term of six months. The agreement includes a provision to automatically renew for an additional six month period unless either party terminates the agreement upon thirty days written notice to the other party. During this interim period, the City of Healdsburg plans to develop a Request for Proposals to identify a longer-term animal care and control services provider.

Throughout the cities and unincorporated areas of Sonoma County, significant assets and resources are devoted to the care and control of animals, with numerous agencies and organizations providing a range of sheltering, field services, rabies control, education and outreach, and other services. Considerable potential exists to improve outcomes and achieve efficiencies through collaboration and coordination of systems for animal services in Sonoma County. As such, the Department continues to work closely with partners throughout the County to ensure delivery of high quality animal care and control services to the community. An example of this collaboration is the recently signed Adoption Guarantee between the County and the Sonoma Humane Society (SHS). The Adoption Guarantee is one part of the ongoing efforts of SCACC to collaborate with community partners to create a more efficient and effective system of care for animals in Sonoma County.

To meet its obligation to provide sheltering services under the Healdsburg contract and to ensure that all animals from the Healdsburg facility receive high quality care, the Department may partner with organizations in the community for sheltering and other related services. The Department is working with data provided by the City of Healdsburg and will continue to work with partners, labor, employees and others as we implement the contract. The Department will assess the actual intake volume and adjust staffing and resources as needed.

**Prior Board Actions:**

On September 14, 2010, the Board authorized the Chair to execute an agreement on behalf of Animal Care and Control with the City of Healdsburg for the provision of emergency animal control services to the City through June 30, 2015 ($6,280 per year subject to annual cost of living increase).

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

Amending the existing agreement with the City of Healdsburg to provide interim expanded animal care and control services will protect the health and safety of animals and people.

| Fiscal Summary - FY 13-14 | | | | | |
|---|---|---|---|---|---|
| **Expenditures** | | | **Funding Source(s)** | | |
| Budgeted Amount | $ | 0 | County General Fund | $ | 0 |
| Add Appropriations Reqd. | $ | 57,786 | State/Federal | $ | 0 |
| | $ | | Fees/Other | $ | $57,786 |
| | $ | | Use of Fund Balance | $ | 0 |
| | $ | | Contingencies | $ | 0 |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **57,786** | **Total Sources** | **$** | **57,786** |

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

There is no fiscal impact for FY 12-13. Revenue of $57,786 is for six months of contract and is projected to cover all operational expenses. If contract continues past the initial six months period, additional funding appropriations will be added through the consolidated budget adjustment process.

**Staffing Impacts**

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

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

N/A

**Attachments:**

City of Healdsburg Agreement modification

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

None

**MODIFICATION NUMBER ONE OF AGREEMENT FOR SERVICES**

**BETWEEN COUNTY OF SONOMA AND**

**CITY OF HEALDSBURG**

On September 14, 2010, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as "Contractor," and the City of Healdsburg, a municipality, hereinafter referred to as "City" entered into a service agreement ("Agreement").

The effective date of this Modification Number One shall be June ____, 2013.

The parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Section 1 (Services)is hereby revised to read as follows:

   SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A.1. Services consist of two parts: emergency animal control services, and core animal control and shelter services, both of which shall be provided within the incorporated City limits.

2. Section 10 (Notices) is revised to read as follows:

   NOTICES. Any written notice to the parties shall be sent to the following:

   To Contractor:
   Sonoma County Department of Health Services
   Animal Care and Control
   Attn: Tammy Geronimo
   1247 Century Court
   Santa Rosa, CA 95403

   To City:
   Marjie Pettus
   City Manager
   City of Healdsburg
   401 Grove Street
   Healdsburg, CA 95448

3. Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A.1.

4. Exhibit C is hereby deleted in its entirety and replaced with the attached Exhibit C.1.

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 _____, 20_____.

**FOR CITY OF HEALDSBURG:**

By: _____

**City Manager,**
**City of Healdsburg**

Approved as to Form:

By: _____

City Attorney

Attest:

By: _____

City Clerk

**FOR COUNTY OF SONOMA:**

By: _____

**Rita Scardaci, MPH, Director**
**County of Sonoma**

Approved as to Form:

By: _____

County Counsel

Approved as to Substance:

By: _____

Public Health Division Director or Designee

# EXHIBIT A.1

# SCOPE OF WORK

## 1. Scope of Work: Emergency Services

### A. Definition

Contractor will provide emergency (as defined in paragraph "D" ) field services, within the boundaries of the City at a level consistent with Contractor's priorities for injured animals as required by section 597.1 of the California State Penal Code, or when the City's Police Dispatcher request s assistance for City's Police Officers during emergency situations. Service costs (staff hours) shall not exceed the retainer amount paid by the City for each contract year, unless the City agrees to pay all costs for any and all additional services.

County Animal Regulation Officer's will respond to injured dogs and cats, rabies control and public safety situations, and/or other specific situations as requested by the City's Police Department. Responses will normally be no longer than 45 minutes. The City may request a modification of established priorities, and develop additional protocols as to which calls are to be defined as emergency.

Emergency services will be provided and based upon established written protocols, see paragraph "D", related to Healdsburg City Ordinance and applicable State statutes. Criminal complaints for violations of state anti-cruelty laws will normally be filed with the City Attorney. If enforcement activities result from emergency responses the citations, complaints or abatements will be brought to the City Attorney for resolution.

Should the City have any complaint about the services the City Manager, or designee, will contact the County Animal Regulation Director or Chief Deputy for resolution.

City staff, during normal business hours, may drop off dead deer or other small livestock, sheep, goats, chickens, etc., for disposal at the County Animal Shelter without fee. However, City staff will be referred to a private vendor for large dead animal (livestock) removal. Pet animals will be disposed of by ACC.

### B. Staff

Contractor will provide services using professional trained staff that meets standards for the animal control profession. In an effort to maximize efficiency, Animal Regulation staff will provide emergency services to the City and its residents in a manner consistent with Contractor policies, protocols requested by the City and coordinate activities with City staff. Any staffing changes that may affect services will be brought to the attention of the City.

### C. Facilities

Contractor staff will be given access to deliver all uninjured impounded animals from emergency responses to SCACC for holding and disposal. The City will maintain an access key at the city police dispatch station for emergency use by Contractor staff. Injured animals will be transported to the closest Veterinary Hospital for treatment. Cost for treatment will be the responsibility of the City.

The Contractor's animal shelter is located south of the City of Healdsburg off Highway 101 and Airport Blvd. at 1247 Century Court.

Shelter hours for receiving dead animals by city staff are:

Tues - Fri. 8-5:30 (redemptions or adoptions 12:00 noon to 5 p.m.)

Saturday 8-5:00 (redemptions or adoptions 12:00 noon to 4 p.m.)

The Shelter is closed to the public on Sundays, Mondays and on Contractor recognized holidays.

Dead animals covered by the agreement will be received from City staff at the shelter during normal business hours. The shelter is staffed on Mondays, Sundays and holidays for cleaning and to provide animal care; reasonable accommodations may be made for receiving dead animals from City staff on holidays, Mondays and Sundays by calling 707 565 7103 (emergency non-public number).

**D. Emergency Response Protocol:**

Under the contract for emergency animal control services with the City of Healdsburg a standby officer will respond to the following emergency situations when requested by the Healdsburg Police Department:

• Citizen request for immediate personal contact (personal means in person, or by phone) in regards to a bite animal if the calling party knows the whereabouts of the animal or its owner.

• Emergency calls (public safety involved):

a) Injured dogs and cats – Questions regarding care, other than stabilizing, will be referred to Healdsburg Animal Shelter (707-431-3386).

b) Vicious animals; danger of attacking humans.

c) Dogs attacking livestock or domestic fowl. The attack is in progress and the animal owner is requesting assistance.

• Request by Healdsburg Police Department for assistance with vicious dog situations.

If a call is received by standby staff from the Healdsburg Police Department regarding an animal problem, and it is not related to one of the above situations, the officer will not respond, but the Healdsburg Police Department may contact the Supervising Animal Regulation Officer requesting a response.

While on standby, Officers receiving calls from the Healdsburg Police Department will complete a standby emergency response card(s) and enter the complaint information into the Contractor computer system. All applicable information will be completed. All responses and/or phone calls made by the standby officer related to Healdsburg emergencies will be listed on the Officer's standby log sheet.

Safety Equipment used by Standby officer:
• Sheriff' s portable
• Cellular telephone
• Bulletproof vest
• Pager

Standby officers will respond to emergency requests by Healdsburg Police Department within a reasonable time (less than 45 minutes), unless already on an emergency response.

When already responding to an emergency the standby officer will advise Healdsburg Police Department of their expected response time.

If the Healdsburg Police Department has problems or issues related to response times or service provided, they will contact their Administrative Services Officer who will then contact the Supervising Animal Regulation Officer to resolve issues.

## 2. Scope of Work: Core Animal Control and Shelter Services

### A. Definition: Core Animal Control and Shelter Services

Core Animal Control and Shelter Services hereinafter referred to as "Core Services" includes field, shelter and operations. Contractor shall provide the following Core Services to City of Healdsburg as outlined below.

| CORE SERVICES | | |
|---|---|---|
| **Field Services** | **Shelter Services** | **Operations** |
| License enforcement | Animal Impounds | Business services |
| Stray animal pickup/ impounding animals | Pre-adoption spays and neuters | Billing |
| Rabies control | Sheltering abandoned, surrendered or stray animals | State mandated Bite report |
| Investigation(s) of bite reports, animal cruelty/neglect, and public nuisance reports | Microchipping | |
| | Vaccinations | |
| | Veterinary care | |
| | Adoption counseling | |
| | Euthanasia | |
| | Temperament testing | |
| | Rabies vaccinations clinics | |

### B. Term

The term of Section 2 Core Services shall begin on the effective date of this modification and continue for a period of 6 months. The term of Section 2.A shall automatically renew for a second 6-month period, unless terminated earlier in accordance with Section C below.

## C. Termination

Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving thirty (30) days written notice to the other party.

## D. Business Hours

The ACC facility will be open for business on the days and times and for the purposes described below. Contractor reserves the right to reasonably change the business hours from time to time as determined to be necessary by Contractor.

| | |
|---|---|
| **Field Services** | |
| Monday - Friday | 8:00 a.m. to 4:30 p.m. |
| Saturday- Sunday | 7:00 a.m. to 5:00 p.m. |
| **Shelter Services** | |
| Sunday - Monday | Closed |
| Tuesday - Saturday | Phones Calls: 9:00 a.m. to 5:30 p.m. |
| | Walk-in Counter Service: 12 p.m. to 5:30 p.m. |
| | Adoptions and Redemptions: Noon to 4:30 p.m. |
| Contractor Holidays | Closed |
| **Emergency Services** | |
| 7 Days a Week | 4:30 p.m. to 8:00 a.m. |

## E. Field Services

Contractor will provide field services, within the boundaries of the City of Healdsburg at a level consistent with Contractor priorities. All enforcement activities shall be based upon City's Ordinance and applicable State laws.

a) Emergency Services. Emergency services will be provided to the City during all hours not considered as normal business hours. Services on holidays will be limited to emergencies only. Emergency services are those which require an Animal Care and Control Officer's response to meet state mandates for injured dogs and cats, rabies control, and public safety issues.

b) Enforcement and Prosecution of City Ordinances and State Laws. All enforcement activities shall be based upon City's Ordinance and applicable State laws. Criminal complaints for violations of state anti-cruelty laws will be filed with the District Attorney. Citations or abatements shall be brought to the City Attorney for prosecutorial consideration. Authorization from Police Chief or designee must be granted to Animal Care and Control Officer prior to the Contractor making contact with the City Attorney.

## F. Shelter Services

Contractor shall provide shelter services at a level consistent with Contractor priorities. All enforcement activities shall be based upon City's Ordinance and applicable State laws.

## G. Operations

Except as provide below, Contractor shall provide administrative services including billing of fees per Contractor's adopted fee schedule and preparing annual mandated state bite report.

a) Animal License Renewals: City shall be responsible for preparing, mailing, and processing monthly invoice billings for animal license renewals.

b) Collection of Fees: Except for animal license fees, Contractor will collect and retain all fees pursuant to Contractor's adopted fee schedule.

c) Fee Schedule: Except for animal license fees, City shall adopt Contractor's current fee schedule.

## H. Other Definitions

For purposes of Section 2.A Core Services, the following definitions shall apply:

a) Emergency Services: Public safety involved calls; vicious/dangerous animals; Animals in danger of attacking humans or other domestic animals; dog/cat bites to humans (suspected rabies, quarantines); livestock in the roadway; assist law enforcement (transport of animals, owner arrest, search warrants, etc.); and injured domestic animals (hit by car, cruelty, neglect); injured wildlife (hit by car, suffering and pose a danger to public safety). Animal cruelty and neglect calls are responded to anytime of the day or night depending on the facts of the call, suffering, in danger of dying, etc., considered a high priority call.

b) License enforcement: No person shall own or keep any dog over four (4) months of age within the City of Healdsburg which has not been licensed pursuant to the provisions of this article. (City of Healdsburg Ordinance Article VII Sections 6.04.340 and 6.04.350, and Food and Agricultural Code 30501)

c) Rabies Control: Vaccination of all dogs four (4) months of age or older with an approved rabies vaccine and quarantining (strict isolation) of animals. (Sonoma County Ordinance section 5-160, and City of Healdsburg Ordinance Article VII Section 6.04.370, City of Healdsburg Ordinance Article XII Section 6.04.940)

d) Investigation of bite reports: Any person having knowledge of the whereabouts of an animal known to have or suspected of having rabies shall report the facts immediately to the local health officer. The health officer shall likewise be notified of any person or animal bitten by a rabid or suspected rabid animal. (California Code of Regulations Section 2606)

e) Investigations of animal cruelty/neglect: Every person who maliciously and intentionally maims, mutilates, tortures, or wounds a living animal, or maliciously

and intentionally kills an animal, is guilty of an offense punishable by imprisonment or by fine, or by both imprisonment and fine.

Every person who overdrives, overloads, drives when overloaded, overworks, tortures, torments, deprives of necessary sustenance, drink, or shelter , cruelly beats, mutilates, or cruelly kills an animal, and whoever, having the charge or custody of any animal, either as owner or otherwise, subjects any animal to needless suffering, or inflicts unnecessary cruelty upon the animal, or in any manner abuses any animal, or fails to provide the animal with proper food, drink, or shelter or protection from the weather is guilty of a crime punishable as a misdemeanor or a felony and by a fine. (California Penal Code 597 (a), (b))

f) Investigations of public nuisance: No owner of any animal shall do any of the following:
   a. Permit such animal to obstruct the reasonable and comfortable use of property in any neighborhood or community by chasing vehicles, molesting passersby, barking, howling or making other noise.
   b. Permit such animal to damage or trespass on public or private property.
   c. Permit unsanitary conditions to exist on the premises where such animal is kept which would cause odors, attract flies or vermin, or which would be otherwise injurious to the public health, offensive to the senses, or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property by members of the neighborhood or community or any considerable number of other persons.
   d. Maintain a dangerous animal in a manner that creates a significant threat to the public safety and welfare. (City of Healdsburg Ordinance Article V Section 6.04.260)

g) Stray Animal Pickup/ Impounding Animals: Every owner, driver, or keeper of any animal who permits the animal to be in any building, enclosure, lane, street, square, or lot of any city, county, city and county or judicial district without proper care and attention is guilty of a misdemeanor. Any peace officer, humane society officer, or animal control officer shall take possession of the stray or abandoned animal and shall provide care and treatment for the animal until the animal is deemed to be in suitable condition to be returned to the owner. (California Penal Code 597.1 (a), and City of Healdsburg Ordinance Article V Sections 6.04.130, 6.04.140, 6.04.150, 6.04.160, 6.04.170, 6.04.180, 6.04.190 and 6.04.200)

h) Pre-Adoption spays and neuters: No public animal control agency or shelter can sell or give away to a new owner any cat or dog that has not been spayed or neutered. (Food and Agricultural Code Sections 30503 and 31751.3)

i) Euthanasia: The humane and painless killing of an animal for medical reasons, aggression, or owner request. (Shelter euthanasia: Food and Agricultural Code Sections 31105, 31107, 31108, 31752.5 and Penal Code Sections 597f and 597.1. Owner request euthanasia: Food and Agricultural Codes 31108.5, 31752.2 and 31752.5)

j) Vaccinations: Rabies vaccinations are required per state law (Health and Safety Code 121690 and Sonoma County Ordinance Sections 5-40 and 5-60); all other vaccines are administered per best practice and disease control.

k) Microchipping: Any owner of any animal found to be potentially dangerous or vicious is required to have that animal microchipped at the owner's expense. (Sonoma County Ordinance Section 5-138). As best practice, all dogs and cats that come to the shelter are microchipped prior to adoption and offered to the public for a reduced fee upon request.

l) Behavior Assessment: A standardized method of evaluating a dog's behavior and temperament, used to help make the best possible adoption matches.

m) Veterinary care: All injured cats and dogs found without their owners in a public place must be taken to a known veterinarian for care. (Penal Code 597f)

n) Adoption Counseling: Counseling for potential adopters to ensure the suitability and compatibility of the animal being adopted is a good fit provided as a best practice.

o) Rabies vaccination clinics: Clinics shall be provided by the governing agency or arranged through a veterinary group or association. Clinics will be held strategically throughout the governing agency's jurisdiction. (Health & Safety Code 121690)

p) Animal impounds: All stray dogs and cats are held for a period of four business days, not including the day of impoundment, to give the owner a chance to claim the animal. (Food & Agriculture Codes 31105, 31107, 31108 and 31752) If a cat is determined to be feral it will be held three business days, not including the day of impoundment. (Food & Agriculture Code 31752.5)

q) Animal licensing: Receiving, sorting, processing mail-in and over-the-counter animal licensing payments.

r) Rabies certificates: A legal document certifying that an animal has been vaccinated for the rabies virus. (See "Rabies Control" definition above.)

s) Business services: Answering business related questions for walk-in and phone-in customers, processing impounds, adoptions, payments, rabies certificates, and bite reports.

t) Billing: Preparing, mailing and processing monthly invoice billings for license renewals, potentially dangerous dog fees, kennel license fees, pet fancier license fees, and pet shop fees.

u) State mandated bite report: Prepare and submit the annual State Mandated Bite Report per Title 17, California Code of Regulations, Section 2606.4(4).

# EXHIBIT C.1

## PAYMENT FOR SERVICES

1. Payment for Exhibit A.1 Section 1 Emergency Services

City shall pay Contractor each year the sum of Six Thousand Eight Hundred Twenty Dollars ($6,820.00), plus annual Consumer Price Index (CPI) adjustments at the beginning of each fiscal year of this Agreement. If during any year the Contractor's cost to provide services under the Agreement will exceed Six Thousand Eight Hundred Twenty Dollars ($6,820.00), Contractor shall provide notice to City of this fact, along with supporting documentation and an estimate of the cost of providing services for the remainder of the year. Upon receipt of such notice, City shall, within thirty (30) days, notify Contractor whether City will pay Contractor's additional costs. If City decides not to pay Contractor's additional costs, Contractor shall have no obligation to perform any services after the total cost of Contractor's services in a given fiscal year reaches Six Thousand Eight Hundred Twenty Dollars ($6,820.00).

The City will be billed annually at the beginning of that fiscal year's Agreement. The Contractor's invoice will be for the adjusted cost for the next contract period, including CPI. The City will remit payment in full within 30 days of invoice. Contractor shall bill City for actual costs in excess of Six Thousand Eight Hundred Twenty Dollars ($6,820.00), if any, at the end of the fiscal year, and City shall remit payment within thirty (30) days.

The Contractor will provide the City with annual reports describing the emergency services provided to the City during the previous fiscal year.

2. Payment for Exhibit A.1 Section 2 Core Services

City shall pay Contractor each month the sum of Nine Thousand One Hundred Sixty-Six Dollars ($9,631.00) for the provision of Exhibit A.1 Section 2 Core Services.

Contractor will bill City monthly. City will remit payment in full within 30 calendar days of the receipt of the invoice.

Upon termination of Section 2.A Core Services, Contractor will provide the City with a report describing the Core Services provided to the City under pursuant to Exhibit A.1 Section 2.A.

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☑ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing Budgetary Adjustments To The FY 2013–2014 Final Budget For The Special Revenue Fund, Department of Health Services, In The Amount of $57,786.**

**Whereas,** the Board of Supervisors has adopted a final budget for the Department of Health Services, and

**Whereas,** the Government Code allows for adjustments to the final budget during the FY 13-14 Fiscal Year.

**Now, Therefore, Be It Resolved** that the County Auditor-Controller is hereby authorized and directed to make the following budgetary adjustments:

FINANCING USES

| | | | |
|---|---|---|---|
| | Special Revenue Fund: DHS – Animal Care and Control | | |
| 203 | 164350-5110 | Extra Help | $ 37,786 |
| 203 | 164350-6461 | Supplies Expense | 20,000 |
| | | Total Financing Uses | $ 57,786 |

FINANCING SOURCES

| | | | |
|---|---|---|---|
| | Special Revenue Fund: DHS – Animal Care and Control | | |
| 002 | 164350-2918 | City of Healdsburg | $ 57,786 |
| | | Total Financing Sources | $ 57,786 |

**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: 38**
(This Section for use by Clerk of the Board Only.)

| | |
|---|---|
| **To:** | Board of Supervisors of Sonoma County |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | Department of Health Services and Transportation and Public Works |
| **Staff Name and Phone Number:** | Rita Scardaci, 565-4700 |
| **Supervisorial District(s):** | Countywide |
| **Title:** | Sonoma County Safe Routes to School Program |

**Recommended Actions:**

Authorize the Director of Health Services to execute the second amendment to an agreement with Sonoma County Bicycle Coalition to continue implementation of a Safe Routes to School program at up to five schools in the Roseland and Bellevue School Districts, increasing the contract by $22,739 resulting in a new total not to exceed amount of $278,655, and extending the term end date from June 30, 2013 to February 28, 2014.

Authorize the Director of Health Services to execute a grant agreement with Kaiser Foundation Hospitals to accept $20,000 in grant revenue to continue implementation of the Sonoma County Safe Routes to School Program for the period of July 1, 2013 through June 30, 2014.

Authorize the Director of Health Services to enter into a cooperative funding agreement with Sonoma County Transportation Authority to accept $78,000 in Measure M funding to continue implementation of the Sonoma County Safe Routes to School Program for the period of July 1, 2013 through June 30, 2015.

Adopt a Resolution of Local Support authorizing the Director of Transportation and Public Works to submit an application to the Metropolitan Transportation Commission for $1,379,000 in funding from the Federal Cycle 2 Congestion Mitigation and Air Quality Improvement Program to expand the Sonoma County Safe Routes to School Program.

**Executive Summary:**

This item requests authority for various contracts related to the Safe Routes to School (SRTS) Program including: second amendment to the agreement with Sonoma County Bicycle Coalition, increasing the contract by $22,739 to $278,655 and extending the term to February 28, 2014; grant agreement with Kaiser Foundation Hospitals providing $20,000 to the County in FY 13/14; and a cooperative funding agreement with Sonoma County Transportation Authority for $78,000 through June 30, 2015. Additionally this item requests a resolution to submit an application for $1,379,000 in funding from the Metropolitan Transportation Commission to expand the SRTS program through September 30, 2017.

**Background**:

The Sonoma County Safe Routes to School (SRTS) Program is a collaborative initiative that seeks to implement sustainable SRTS education, encouragement, enforcement, engineering, and evaluation programs at a geographically diverse group of elementary, middle, and high schools throughout Sonoma County. Goals of the SRTS Program are to: 1) increase the number of youth bicycling, walking, carpooling, and taking the bus or public transportation to and from school; 2) improve air quality by reducing greenhouse gas emissions, such as carbon dioxide ($CO_2$), related to vehicle trips to and from schools; 3) improve infrastructure around schools in order to calm traffic and promote alternative and active forms of transportation; and 4) improve safety around schools by reducing pedestrian, bicycle, and vehicle accidents.

Over the past four years, 25 elementary and middle schools in Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Windsor, and unincorporated Sonoma County (Sonoma Valley, Santa Rosa, and Guerneville) have participated in the SRTS Program. The program has reached over 7,500 students and their families through education and encouragement efforts to promote walking, biking, carpooling, and bussing to and from school. Law enforcement and the California Highway Patrol continue to support SRTS encouragement and education programs in all municipalities. SRTS partners, including county and city public works departments, school districts, and Sonoma County Regional Parks, continue to work collaboratively to secure infrastructure and non-infrastructure funding to support SRTS efforts. The outcome of these collaborative efforts has led to public works departments in Petaluma, Santa Rosa, Windsor, and the County of Sonoma securing over $1,000,000 in combined funding to support infrastructure improvements, SRTS planning and SRTS education and encouragement programs in 2011. Additionally, preliminary data from eight schools show a 7.3 percent increase in the number of students who reported walking or biking to school in the morning and a 4.4 percent increase in the number of students who reported walking or biking home from school in the afternoon.

Since 2007, a collaboration of residents, representatives from community-based organizations, the Department of Health Services (DHS), law enforcement, municipal public works departments, schools, and Sonoma County Transportation and Public Works Department have worked to develop a comprehensive, sustainable SRTS Program. In April of 2009, Health Action selected the SRTS Program as one of its Priorities for Action (for years 2009-2012) to assist in achieving its 2020 Vision for Sonoma County to be the healthiest county in California. The DHS convened a Safe Routes to School Workgroup to expand SRTS projects and services by coordinating fund development efforts, secure additional resources to support and enhance existing SRTS projects and to add new school sites to the Countywide network of projects.

In July 2009, the Department launched the SRTS Program with a three year, $500,000 Cycle 2 Safe Routes to School grant from the California Department of Transportation (Caltrans) to implement a SRTS program in seven schools in south Santa Rosa. In October 2011, the program was expanded to 18 additional schools in Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Windsor, and unincorporated Sonoma County (Sonoma Valley, Santa Rosa, and Guerneville) with the award of a three year, $1,034,000 federal Congestion Mitigation and Air Quality Program (CMAQ) grant from Caltrans. Both grants required DHS to partner with Public Works to submit the application for funding, with Public Works acting as the fiscal agent for both grants. DHS manages implementation and reporting for both grants and provides the required matching funds of $134,000 for the CMAQ grant (11.5% of the total project cost). Although the required match is budgeted through DHS realignment over three years, DHS has sought and been successful in securing grant funds through philanthropic

organizations (such as Kaiser Permanente) and local tax initiatives (such as Measure M) to offset the need for realignment funds.

DHS requests the following recommended actions in order to support and expand the SRTS Program:

**Sonoma County Bicycle Coalition (SCBC) Contract Modification**

Pursuant to a competitive process in 2009, the County entered into a 3-year contract with SCBC. Under the Cycle 2 grant, SCBC provides SRTS non-infrastructure education and encouragement program services to seven schools in the Roseland and Bellevue School Districts in south Santa Rosa. SCBC is a local nonprofit organization that has been working with schools in the county for over ten years. SCBC has succeeded in building strong relationships with south Santa Rosa schools and new programs are increasing the number of children walking and/or biking to and from school. Additionally, SCBC has worked to address infrastructure needs around participating schools through collaborative partnerships with Sonoma County Transportation and Public Works, Santa Rosa Public Works, and DHS.

Overall, program savings have resulted in additional funds that may be used to augment the SCBC contract to enhance program services. The additional funding will allow SCBC to continue providing services in at least five schools in the Roseland and Bellevue School Districts through February 2014. Extending the SCBC contract will allow for continuity of services and the ability to leverage work completed to date and avoid delays in service. SCBC will continue to provide the same services to at least four schools currently served under the program and support expanded SRTS education and encouragement evaluation efforts currently being implemented through the County's Center for Disease Control and Prevention-funded Community Transformation Grant.

DHS proposes to extend SCBC's contract term end date from July 1, 2013 to February 28, 2014, and increase the current contract by $22,739 for a new contract total of $278,655. Authorization from Caltrans to extend the Cycle 2 contract an additional year was secured in December 2012.

**Kaiser Foundation Hospital Grant**

For the past two years, the Kaiser Foundation Hospital Community Benefit Program of Marin/Sonoma Area (Kaiser) has supported the SRTS Program with grants awarded to DHS in FY 11-12 and FY 12-13. In February 2013, Kaiser invited DHS to apply for a grant to support the SRTS program in FY 13-14. In May 2013, DHS was awarded a matching grant totaling $20,000 to support the SRTS Program from July 1, 2013 to June 30, 2014.

DHS seeks Board authorization to accept $20,000 in matching grant funds from Kaiser. Grant funding will be used to cover a portion of the $54,000 in matching funds needed for the CMAQ-funded program in FY 13-14 and will support continued program implementation of the SRTS programs at 11 schools in Cloverdale, Healdsburg, Rohnert Park, Santa Rosa, and Sebastopol.

**Measure M Cooperative Agreement**

In November 2012, the Sonoma County Transportation Authority (SCTA) Board authorized SCTA to execute a cooperative agreement with DHS for Measure M Bicycle Safety and Education funding from the Bicycle and Pedestrian Projects Program from July 1, 2013 to June 30, 2015.

Passed by the voters in November 2004, the Traffic Relief Act for Sonoma County (Measure M) creates opportunities for multi-modal transportation throughout the county. Measure M provides for a quarter-cent sales tax to be used to maintain local streets, fix potholes, accelerate widening of Highway 101, improve interchanges, restore and enhance transit, support development of passenger rail, build safe

bicycle and pedestrian routes, and support bike and pedestrian programs. The funds are dedicated towards the specific programs and projects specified in the 2011 Measure M Strategic Plan.

DHS seeks Board authorization to enter into a Cooperative Funding Agreement with SCTA to accept $78,000 in Measure M funds to support the expansion and development of a sustainable SRTS Program from July 1, 2013 to June 30, 2015. Measure M funds will be used to cover a portion of the $54,000 in matching funds needed for the CMAQ-funded program in FY 13-14 and the $60,000 needed in FY 14-15 and will support implementation of the bicycle safety and education portion of the SRTS Program, focusing on educating the public particularly elementary, middle and/or high school youth throughout Sonoma County.

**Funding to Expand the SRTS Program**

The Department and Public Works seek Board authorization to submit an application to the Metropolitan Transportation Commission for $1,379,000 in available funding from the Federal Cycle 2 Congestion Mitigation and Air Quality Improvement Program (CMAQ) to expand the SRTS Program from October 1, 2014 to September 30, 2017. Program expansion will include implementation of SRTS education, encouragement, enforcement, engineering and evaluation programs at schools within each Sonoma County municipality and various unincorporated communities. Whenever possible, efforts will be made to support schools that are currently implementing SRTS programs, with the goal of moving them towards becoming schools with self-sustainable SRTS programs. Additional efforts will be made to identify new schools that act as or receive students from a feeder school, helping to create a continuum a SRTS education where youth entering elementary school will continue to benefit from SRTS program efforts through middle and high school. The program will serve a proposed 38 schools across the county. DHS will continue to manage the program and will work with partners to secure funding to meet the required matching funds of $179,000 for the grant (11.5% of the total project cost). Although the required match is budgeted through DHS realignment over three years, DHS will continue to seek matching funds through philanthropic organizations (such as Kaiser Permanente), local tax initiatives (such as Measure M), and other state and federal programs to offset the need for realignment funds. Public Works will again serve as the fiscal agent as required by the State.

**Prior Board Actions:**

**SCBC Contract Modification**

- 6/26/12 - Board approved contract amendment with the Sonoma County Bicycle Coalition to continue the Safe Routes to School program in five schools in the Roseland and Bellevue School Districts extending the current contract term through June 30, 2013 (new contract maximum $255,916)
- 7/14/09 - Board approved acceptance of California Department of Transportation Authorization to Proceed with the implementation of Safe Routes to School for the period July 1, 2009 through June 30, 2012 in the amount of $500,000
- 7/14/09 - Board approved contract with the Sonoma County Bicycle Coalition for FY 09-10 through FY 11-12, in the amount of $198,000

**Cycle 1 Congestion Mitigation and Air Quality Improvement Program**

- 2/7/12 - Board approved contract with Sonoma County Bicycle Coalition for safe bicycle and walking education services as part of the Sonoma County Safe Routes to School program for the term

February 8, 2012 to September 30, 2014, for a contract maximum of $556,000.

- 10/18/11 - Board approved acceptance of California Department of Transportation Authorization to proceed with the implementation of Sonoma County Safe Routes to School for the period of October 1, 2011 through September 30, 2014 in the amount of $1,034,000.
- 10/18/11 – Board adopted a Resolution adjusting the FY 11-12 budget increasing revenue and appropriations in the Department of Health Services by $242,396 for the Sonoma County Safe Routes to School program
- 5/24/11 – Board adopted a Resolution of Local Support authorizing the Director of Transportation and Public Works to submit an application to the Metropolitan Transportation Commission for $1,034,000 in funding from the Federal Congestion Mitigation and Air Quality Improvement (C.M.A.Q) program to implement the Sonoma County Safe Routes to School Program.

**Kaiser SRTS Grant**

- 6/26/12 - Board approved a grant agreement with Kaiser Foundation Hospitals, which provides funding to the county to support implementation of the Sonoma County Safe Routes to School program for the period of July 1, 2012 through June 30, 2013 in the amount of $20,000
- 10/18/11 - Board approved grant agreement with Kaiser Foundation Hospital to support implementation of the Sonoma County Safe Routes to School program for the period October 1, 2011 through September 30, 2012 in the amount of $20,000.

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

The Sonoma County Safe Routes to School Program is consistent with County and DHS Strategic Plan goals of creating a safe, healthy, and caring community, and increasing civic services and engagement.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 56,000 | County General Fund | $ | 0 |
| Add Appropriations Reqd. | $ | 0 | State/Federal | $ | 0 |
| | $ | | Fees/Other | $ | 36,000 |
| | $ | | Use of Fund Balance | $ | 0 |
| | $ | | Contingencies | $ | 0 |
| | $ | | Kaiser Grant | $ | 20,000 |
| **Total Expenditure** | **$** | **56,000** | **Total Sources** | **$** | **56,000** |

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

The Kaiser Foundation revenue ($20,000) and Measure M revenue ($36,000) are included in the FY 13-14 Proposed Budget. Additionally, the FY 13-14 Proposed Budget includes $22,739 for Sonoma County Bicycle Coalition. The remaining $42,000 Measure M revenue balance will be included in future budgets.

| Staffing Impacts | | | |
|---|---|---|---|
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |

| **Narrative Explanation of Staffing Impacts (If Required):** |
|---|
| N/A |
| **Attachments:** |
| Sonoma County Bicycle Coalition Agreement, Kaiser Foundation Hospital Grant Agreement, Sonoma County Transportation Authority Cooperative Funding Agreement, Resolution of Local Support |
| **Related Items "On File" with the Clerk of the Board:** |
| None |

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 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 Metropolitan Transportation Commission (M.T.C.) 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 (M.T.C.) for $1,379,000 in funding assigned to M.T.C. for programming discretion, including but not limited to federal funding administered by the Federal Highway Administration (FHWA) such as Surface Transportation Program (S.T.P.) funding, Congestion Mitigation and Air Quality Improvement (C.M.A.Q.) funding and/or Transportation Alternatives (TA) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the Countywide Safe Routes to School Program (herein referred to as PROJECT) for the Cycle 2 C.M.A.Q. Program (herein referred to as PROGRAM); and

**Whereas,** the Moving Ahead for Progress in the 21st Century Act (Public Law 112-141, July 6, 2012) and any extensions or successor legislation for continued funding (collectively, MAP 21) authorize various federal funding programs including, but not limited to the Surface Transportation Program (S.T.P.) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (C.M.A.C.M.A.Q.) (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 (M.P.O.) and the Regional Transportation Planning Agency (R.T.P.A.); and

**Whereas,** pursuant to MAP-21, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal funds for a project shall submit an application first with the appropriate M.P.O. for review and inclusion in the M.P.O.'s Transportation Improvement Program (T.I.P.); and

**Whereas,** M.T.C. is the M.P.O. and R.T.P.A. for the nine counties of the San Francisco Bay region; and

**Whereas,** M.T.C. has adopted a Regional Project Funding Delivery Policy (M.T.C. Resolution No. 3606, revised) that sets out procedures governing the application and use of federal funds; and

**Whereas,** APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

**Whereas,** as part of the application for REGIONAL DISCRETIONARY FUNDING, M.T.C. requires a resolution adopted by the responsible implementing agency stating the following:

1. the commitment of any required matching funds; and
2. that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. that the project will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (M.T.C. Resolution No. 3606, revised); and
4. the assurance of the sponsor to complete the project as described in the application, subject to environmental clearance, and if approved, as included in M.T.C.'s federal Transportation Improvement Program (T.I.P.); and
5. that the project will comply with all project-specific requirements as set forth in the PROGRAM; and
6. that the project (transit only) will comply with M.T.C. Resolution No. 3866, revised, which sets forth the requirements of M.T.C.'s Transit Coordination Implementation Plan to more efficiently deliver transit projects in the region.

**Now, Therefore, Be It Resolved** that the APPLICANT is authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY FUNDING under MAP-21 for continued funding; and

**Be It Further Resolved** that the APPLICANT by adopting this resolution does hereby state that:

1. APPLICANT will provide any required matching funds; and
2. APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the M.T.C. approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (M.T.C. Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation projects, and has assigned, and will maintain a single point of contact for all FHWA-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (C.M.A.), M.T.C., 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 M.T.C. and programmed in the federal T.I.P.**;** and
5. APPLICANT and the PROJECT will comply with the requirements as set forth in M.T.C. programming guidelines and project selection procedures for the PROGRAM; and
6. APPLICANT (for a transit project only) agrees to comply with the requirements of M.T.C.'s Transit Coordination Implementation Plan as set forth in M.T.C. Resolution 3866, revised; and therefore

**Be It Further Resolved** that APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and

**Be It Further Resolved** that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and

**Be It Further Resolved** that there is no legal impediment to APPLICANT making applications for the funds; and

**Be It Further Resolved** that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and

**Be It Further Resolved** that APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with M.T.C. for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and

**Be It Further Resolved** that a copy of this resolution will be transmitted to the M.T.C. in conjunction with the filing of the application; and

**Be It Further Resolved** that the M.T.C. is requested to support the application for the PROJECT described in the resolution and to include the PROJECT, if approved, in M.T.C.'s federal T.I.P.

**Supervisors:**

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

# MODIFICATION NUMBER TWO OF AGREEMENT FOR SERVICES BETWEEN COUNTY OF SONOMA AND SONOMA COUNTY BICYCLE COALITION

On September 1, 2009, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as "County," and the Sonoma County Bicycle Coalition, a nonprofit corporation, hereinafter referred to as "Contractor," entered into a service agreement.

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

1. Provision 1, Section 1.1 is hereby revised to read as follows:

1. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A.2 – Scope of Work" (hereinafter "Exhibit A.2") and "Exhibit H- Federal Funding-aid Compliance"(hereinafter "Exhibit H"), attached hereto and incorporated herein by this reference. In the event of a conflict between the body of this Agreement and an attached Exhibit, the provisions in the body of this Agreement shall control.

2. Provision 2 is hereby revised to read as follows:

2. Payment For all services required hereunder, Contractor shall be paid in accordance with the budget set forth in "Exhibit B.2," provided, however, that total payments to Contractor shall not exceed $278,655 (two hundred seventy-eight thousand, six hundred fifty-five dollars), without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. Any balance remaining at the end of fiscal year 2011-12 and 2012-13 shall automatically be carried forward to the subsequent fiscal year.

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

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

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

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

3. Provision 3 is hereby revised to read as follows:

3. Term of Agreement. The term of this Agreement shall be from September 1, 2009 to February 28, 2014 unless terminated earlier in accordance with the provisions of Section 4 below.

4. Provision 12 is hereby revised to read as follows:

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

| | |
|---|---|
| TO: COUNTY: | Norine Doherty, SRTS Program Coordinator<br>Sonoma County Department of Health Services<br>Health Policy, Planning, and Evaluation Division<br>490 Mendocino Ave., Suite 202<br>Santa Rosa, CA 95401<br>Tel: 707-565-6684<br>Norine.Doherty@sonoma-county.org |
| TO: CONTRACTOR: | Sonoma County Bicycle Coalition<br>Gary Helfrich, Executive Director<br>716 C College Avenue<br>Santa Rosa, CA 95404<br>Tel: 707-545-0153<br>Fax: 701-573-0147<br>gary@bikesonoma.org<br>Mail to:<br>P.O. Box 3088<br>Santa Rosa, CA 95402 |

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.

5. Provision 13 is hereby revised to add the following paragraphs:

13.14 Caltrans Policy, Procedures, and Guidelines Publications. The Contractor agrees to comply with Caltrans policies, procedures and guidelines outlined in the publications listed in Exhibit I. Any questions relating to the provisions should be directed to the County.

5. Exhibits A.1 and B.1 in the Agreement are hereby deleted and replaced with the attached Exhibits A.2 and B.2.

7. Exhibit I is hereby added to the terms and conditions of this agreement.

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

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives this _____ day of _____, 20_____.

**CONTRACTOR:**

By: _____ Date: MAY 30, 2013

Gary Helfrich, Executive Director
Sonoma County Bicycle Coalition

**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: 5/29/13
Division Director or Designee

**Approved as to Form:**

By: _____ Date: 6/11/13
Deputy County Counsel

# Exhibit A.2
# Scope of Work

**SRTS Goals:** 1) Increase the number of children safely walking and bicycling to school
2) Increase health and safety of children and community
3) Reduce traffic congestion around schools and pollution
4) Create safer, calmer streets and neighborhoods in south Santa Rosa
5) Develop a sustainable Safe Routes to School program in the Bellevue and Roseland School Districts

**Objective 1:** To develop and implement a Safe Routes to School education program in schools in the Bellevue and Roseland School Districts: seven schools, July 2009 to June 2012; five schools, July 2012-June 2013 (Kawana, Taylor Mountain, Roseland, Sheppard and Roseland Accelerated Middle School); and four schools July-Dec 2013 (Taylor Mountain, Roseland, Sheppard and Roseland Accelerated Middle School).

| Strategies | Activities | Person Responsible | Timeline | Outcomes & Deliverables |
|---|---|---|---|---|
| 1. Develop and coordinate the teaching of an in-class K-6 Safe Routes to School Curriculum, conformed to state standards and objectives for academic subject areas, as well as best practices for SRTS instruction. | 1a. Develop and build a K-6 SRTS Education binder , including purchasing and/or creating corresponding materials (e.g. videos, blackline masters, props) for each grade level at each participating SRTS school. | 1a. SCBC/SRTS Program Director and Assistant | 1a.Sep 2009 and yearly updates | 1a. Contents of education binder on file |
| | 1b. Coordinate with school administration and staff to provide overview of SRTS lessons. Teachers will pilot and evaluate in-class lessons in K-6 classrooms with ongoing technical support provided by SCBC as available. | 1b.Program Director and assistant (with cooperation from School principal, participating K-6 teachers) | 1b.Sep2009-Jan 2014 | 1b. Number of participating teachers provided to DHS. Teacher evaluation forms |
| | 1c. Respond to staff evaluations with updated curriculum materials as needed, including creation of updated lesson plans and materials for grade-level binders. | 1c. SCBC/SRTS Program Director and Assistant | 1c.Sept 2009-Dec 2013 | 1c. Updated curriculum binder contents on file |
| | 1d. Develop a draft plan for the sustainability of the in-class education program in collaboration with school principals and district superintendents. | 1d. SCBC/SRTS Program Director and Assistant | 1d.Sep 2010-June 2013 | 1d. Draft plan submitted to DHS |

| Strategies | Activities | Person Responsible | Timeline | Outcomes & Deliverables |
|---|---|---|---|---|
| | 1e. Develop and adopt final SRTS K-6 in-class education sustainability plan in collaboration with school principals and district superintendents. | 1e. SCBC/SRTS Program Director And Assistant | 1e.Sep 2011-Dec 2013 | 1e. Plan in place |
| | 1f. Develop and build SRTS Education kit, for 3rd, 4th, and 5th grade teachers who agree to participate in classroom education pilot. | 1f. SCBC/SRTS Program Director And Assistant | 1f. Aug-Sept 2013 | 1f. 3rd, 4th and 5th grade lesson materials |
| | 1g. For schools where teachers agree to participate in classroom education pilot and teach SRTS classroom curriculum, 3rd, 4th and 5th grade, teachers will be trained and provided with curriculum kits to teach in-class SRTS education. | 1g. SCBC/SRTS Program Director And Assistant | 1g.Sep –Dec 2013 | 1g. Training sign in sheets and agenda |
| | 1h. If applicable, schools where teachers agree to in classroom education pilot, 3rd, 4th and 5th grade teachers will teach in-class SRTS education. | 1h. teachers | 1h. Aug-Dec 2013 | 1h. Annual teacher classroom education survey |
| | 1i. If applicable, schools where teachers do not agree to participate in the classroom education pilot and teach SRTS classroom curriculum, 3rd, 4th and 5th grade classrooms lessons will be provided. | 1i. SCBC/SRTS Program Director And Assistant | 1i. Aug-Dec 2013 | 1i. Schedule of classroom education (school, classroom, day, topic, number of students) |
| 2. Develop and coordinate the implementation of an SRTS education assembly at each school. | 2a. Purchase equipment and props to support SRTS assembly | 2a. SCBC/SRTS Program Director | 2a.Sep 2009, May 2010, subsequent years until Dec 2013 | 2a. Equipment purchased |
| | 2b. Coordinate with each school principal and appropriate partner agencies (i.e. SRPD, Sheriff , Climate Protection Group, etc.) to schedule and deliver an SRTS assembly | 2b. SCBC/SRTS Program Director, Assistant, school team volunteers | 2b. Sept 2009-Dec 2013 | 2b. Number of sites where and dates when assembly is scheduled and conducted |
| 3. Research and development for implementation of in-class SRTS curriculum in grades 7-8 in year 2. Will be dependent upon available staff and | 3a. Research curriculum resources available through the National Center for Safe Routes to School online library, as well as models developed by the Marin and Sebastopol SRTS programs. | 3a.SCBC/SRTS Program Director | 3a.Sept 2009 – Dec 2013 | 3a.Implementation plan submitted to DHS |

| Strategies | Activities | Person Responsible | Timeline | Outcomes & Deliverables |
|---|---|---|---|---|
| curriculum resources as well as funding for implementation. | | | | |
| 4. Work with each district to hold annual bicycle rodeos on school campuses in order to educate parents and children about the safety aspects of riding a bicycle on streets and roads | 4a. Purchase equipment, helmets and other materials, as needed, to update rodeo kits. | 4a. SCBC/SRTS Program Director or Assistant | 4a. Sept-Oct 2009 Mar-May 2010 Sept-Nov 2013 | 4a. Equipment purchased |
| | 4b. Coordinate with School principals and staff to schedule bicycle safety rodeos at sites where 3rd, 4th, and 5th grade curriculum is being piloted by teachers | 4b. SCBC/SRTS Program Director and assistant | 4b.Sept 2009 and yearly until Sep 2013 | 4b. Number of sites where rodeos are scheduled and number and grade-levels of students who participated. |
| | 4c. Provide support for volunteer Coordination to staff bicycle safety rodeo, including coordination with local bike shops to provide bicycle safety checks. | 4c. SCBC School team leader, SCBC Assistant, local bicycle shop | 4c. Sep 2009-Nov 2013 | 4c. List of staff , bicycle shop, and volunteer names who attended |
| | 4d. Coordinate with local agencies (i.e. Safe Kids Sonoma County, SRPD, Sheriff's Dept.) to provide and fit free or low cost bicycle helmets. | 4d. SCBC/SRTS Director or Assistant | 4d. Sept 2009 Jan 2014 | 4d. Helmet bank application |
| | 4e. Lay out and set up course, train staff and volunteers, lead education program at rodeo event. | 4e. SCBC/SRTS Program Manager, Assistant, and Volunteers | 4e.Sep 2009-Dec 2013 | 4e. Course layout/set-up and training materials on file |
| 5. Public Safety Awareness Campaign: Inform and education key individuals and population groups on bike/pedestrian safety and/or SRTS through targeted outreach activities | 5a. Identify/obtain free and/or purchase low cost English/Spanish Bike/Pedestrian safety and SRTS educational materials with input from DHS staff and SRTS task force | 5a. SCBC/SRTS Director | 5a. Sept 2009 Dec 2013 | 5a. Copy of materials |

| Strategies | Activities | Person Responsible | Timeline | Outcomes & Deliverables |
|---|---|---|---|---|
| | 5b. Identify opportunities and inform public to advance bike/ped safety and SRTS related education and encouragement campaigns and events<br>1. Interviews and educational pieces to local newspapers<br>2. Community based newsletters<br>3. Select events to attend and invite press as necessary<br>4. SRTS presentations to school groups such as parent clubs, staff, site and wellness council, community groups, etc.<br>5. Community bike/pedestrian safety workshops | 5b. SCBC/SRTS Director, DHS Project Coordinator, South Santa Rosa SRTS Task Force, school team members | 5b.Sept 2009-Dec 2013 | 5b. Press releases, media coverage on file, number/record of presentations to school and community groups, invitations to community/bike-ped safety workshops |
| | 5c. Coordinate participation in at least ten school health fairs, back to school nights, school open houses, and community events that relate to south Santa Rosa schools, and distribute educational materials selected by the SRTS Task Force | 5c. SCBC/SRTS Director, SRTS Assistant | 5c.Sept 2009-Dec 2013 | 5c. List of events attended, list of volunteers in attendance. |
| | 5d. Develop and update Safe Routes to School website providing SRTS education resources and information for parents, teachers, and other community members. | 5d. SCBC/SRTS Director and Assistant | 5d.Sept 2009-Feb 2014 | 5d. SRTS website online |

**REPORTING DELIVERABLE:** Contractor is responsible for completing and submitting quarterly progress reports, as required by the County, concerning all activities, results and evaluation measures included in the above Scope of Work. A progress report form and instructions will be provided to the Contractor.

**Education and Promotional Materials Attribution Language:** all materials developed using this project's resources must contain the following:
"Funding for this project was provided by a grant from the Federal Safe Routes to School in partnership with Sonoma County Departments of Transportation and Public Works and Health Services."

**Objective 2:** To develop and implement a Safe Routes to School encouragement program in schools in the Bellevue and Roseland School Districts: seven schools, July 2009 to June 2012; five schools, July 2012-June 2013 (Kawana, Taylor Mountain, Roseland, Sheppard and Roseland Accelerated Middle School); and four schools July-Dec 2013 (Taylor Mountain, Roseland, Sheppard and Roseland Accelerated Middle School).

| Strategies | Activities | Person Responsible | Timeline | Outcomes & Deliverables |
|---|---|---|---|---|
| 1a. Develop resources to support school team leaders in leading SRTS encouragement program at each school | 1a.Develop a team-leader binder that includes a description of team leader responsibilities, contact information for staff and other team leaders, a list and description of each encouragement program options, contest guidebooks, a walk to school day checklist, sample calendar, team leader worksheet, and sample flyers. | 1a.SCBC/SRTS Program Director and Assistant | 1a.Sept 2009-Sept 2013 | 1a.Team leader binder |
| 2a. School Team Technical Support: Collaborate with school principal and school team leader to support the development of an SRTS school team and, eventually, an SRTS Encouragement travel plan for each site. | 2a. Coordinate the attendance at a minimum of one event at each school site early in the school year (preferably Back to School Night, a PTA meeting, International Walk and Roll to School Day) to inform about SRTS encouragement activities and recruit parent volunteers. Presenters could include DHS staff, school team members, and SRTS Task Force volunteers. | 2a. SCBC/ SRTS Program Director, Assistant | 2a.September 2009, 2010. 2011, 2012, & Oct 2013 | 2a. Number and type of event attended, list of volunteers signed |
| | 2b. Develop SRTS volunteer recruitment flyer to send home with parent surveys, and provide technical support and resources to school team leader in order to help him/her recruit additional volunteers. | 2b. SCBC/ SRTS Program Director, SRTS Assistant | 2b.Sept 2009 develop flyer Aug-Sept 2009 & yearly until Jan 2014 | 2b. Flyer on file, list of volunteers maintained by team leader and provided to SCBC once per semester |
| | 2c. Provide SRTS encouragement technical support and leadership at monthly school team meetings at each school site. | 2c. SCBC/ SRTS Program Director, SRTS Assistant | 2c. Sept 2009-Jan 2013 | 2c. Meeting agendas, attendance and minutes kept on file. |
| | 2d. Develop SRTS Encouragement Travel (i.e. sustainability) plan for each school site in collaboration with school principals and district superintendents. | 2d. SCBC/ SRTS Program Director | 2d.July 2011-Jan 2013 | 2d. Plan on file |

| Strategies | Activities | Person Responsible | Timeline | Outcomes & Deliverables |
|---|---|---|---|---|
| 3a. Organize and promote an annual International Walk and Roll to School Day at each school site, with cooperation/collaboration of principal, school team leader and Task Force, and provide ongoing technical support for activities which encourage regular walking and bicycling, such as "Walking Wednesdays" | 3a. Purchase or obtain donations for vinyl banners for each school to promote International Walk and Roll to School Day (iWALK). | 3a. SCBC/ SRTS Program Director or DHS project coordinator | 3a.Sept-Nov 2009, 2010, 2011, 2012, 2013 | 3a. Banners stored |
| | 3b. Prepare printed information/flyer template for iWALK that may be used by each school team. | 3b. SCBC/ SRTS Program Director or Assistant | 3b.Aug-Nov 2009, 2010, 2011, 2012, 2013 | 3b. Flyer on file |
| | 3c. Develop & provide iWALK checklist to each school team leader (in team leader binder) | 3c. SCBC/ SRTS Program Director or Assistant | 3c. Aug-Nov 2009, 2010, 2011, 2012, 2013 | 3c. Checklist on file |
| | 3d. Obtain donations for, select, and purchase incentive prizes for iWALK. | 3d. SCBC/ SRTS Program Director, Assistant and school teams | 3d. July-Nov 2009, 2010, 2011, 2012, 2013 | 3d. Incentives purchased, donations tracked |
| | 3e. Organize and obtain donations for healthy snacks at each school for iWALK. | 3e. SRTS Task Force and/or school teams | 3e.Sept-Nov 2009, 2010, 2011, 2012, 2013 | 3e.Donations tracked |
| | 3f. Organize, coordinate, and recruit volunteers for morning iWALK activities and ongoing Walk/Roll Wednesday activities at each school site. | 3f. SRTS School team leader and school teams | 3f. Sept-Oct 2009, 2010, 2011, 2012 & Aug – Dec 2013 | 3f. Names of volunteers |
| | 3g. Organize participation of high-level stakeholders, public officials, law enforcement on morning of iWALK. | 3g. SCBC/ SRTS Task Force, DHS Project Coordinator | 3g. Sept-Oct, 2009, 2010, 2011, 2012, 2013<br>3h.Sept-Oct, | 3g. Names of participating stakeholders<br>3h. Copy of press |

| | | | | |
|---|---|---|---|---|
| | 3h. Write press release, coordinate media promotion for iWALK | 3h. DHS Project Coordinator | 2009, 2010, 2011, 2012, 2013 | release, media coverage on file. |
| 4. Promote and help organize annual incentives and contests, such as the Golden sneaker Award, Frequent Rider Miles, and/or poster and essay competitions – with cooperation and collaboration of school principal and school team. | 4a. Develop and distribute contest guidebooks and printed materials (i.e. frequent rider cards, flyer templates, parent letter/teacher instructions, etc). | 4a. SCBC/ SRTS Director, Assistant | 4a. Sept 2009- May 2010, yearly (thru Dec 2013) | 4a. Guidebooks on file |
| | 4b. Purchase incentive prizes for contest. | 4b. SCBC/ SRTS Director | 4b. July-Oct, 2009, thru Dec 2013 | 4b. Incentive Prizes |
| | 4c. Obtain donations for incentive prizes | 4c. SCBC/ SRTS School team | 4c. Sept 2009-Dec 2013 | 4c. List of donated prizes/sponsors |
| | 4d. Provide technical support for organizing and conducting contest. | 4d. SCBC/ SRTS Director or Assistant | 4d. Sept 2009-Dec 2013 | 4d. School team meeting agendas and minutes kept on file |
| | 4e. Organize, distribute, and coordinate necessary materials and volunteers for contests at school site | 4e. School team leaders and school teams | 4e.Sept-Oct 2009, thru Dec 2013 | 4e. Evaluation of implementation provided by school team leader to SRTS Director. |
| 5. Provide technical support for formation of walking school buses and bicycle trains. | 5a. Prepare printed information and training regarding formation of walking school buses/bike trains to assist in the development of buses by school teams and the SRTS Task Force | 5a. SCBC/ SRTS Director and Assistant | 5a. Sep 2009-Dec 2013 | 5a. Guidebooks on file |
| | 5b. Provide technical support to school team and SRTS Task Force in designating satellite drop-off and pick-up zones | 5b. SCBC/ SRTS Director and Assistant | 5b. Sep 2099-Dec 2013 | 5b. Meeting minutes |
| 6. Explore the implementation of an Earn-a-Bike program | 6a. Explore funding options and community partners to develop, coordinate, and manage an Earn-a-Bike program | 6a. SCBC/ SRTS Director | 6a. Sept 2009-July 2010 | 6a. Report to DHS |

| | | | | |
|---|---|---|---|---|
| | 6b. If Community partner is identified, apply for funding to implement earn-a-bike program | 6b. Identified Community Partner | 6b. When partner identified | |

**REPORTING DELIVERABLE:** Contractor is responsible for completing and submitting quarterly progress reports, as required by the County, concerning all activities, results and evaluation measures included in the above Scope of Work. A progress report form and instructions will be provided to the Contractor.

**Education and Promotional Materials Attribution Language:** all materials developed using this project's resources must contain the following:
"Funding for this project was provided by a grant from the Federal Safe Routes to School in partnership with Sonoma County Departments of Transportation and Public Works and Health Services."

**Objective 3:** Develop and implement a comprehensive evaluation plan that, at minimum, 1) assesses education and encouragement activities to identify program components that have the most impact, are most sustainable, and are most feasible to implement; 2) determines whether strategies are being met in order to assure that resources are directed toward efforts that show the greatest likelihood of success; and 3) measure outcomes (e.g., mode shift, reduction in green house gas emissions, infrastructure improvements, reduction in vehicle-related accidents, adoption of school policies).

| Strategies | Activities | Person Responsible | Timeline | Outcomes & Deliverables |
|---|---|---|---|---|
| 1. Assesses education and encouragement activities to identify program components that have the most impact, are most sustainable, and are most feasible to implement; | 1a. Meet with HEAL evaluators as needed to support program evaluation efforts | 1a. SCBC/ SRTS Director and Assistant | 1a.Sep 2013-Feb 2014 | 1a. completed evaluation report (provided by evaluator) |
| | 1b. Work with DHS and schools to assess the sustainability of education and encouragement activities at each school | 1b. SCBC/ SRTS Director and Assistant & DHS | 1b.Sep 2013-Feb 2014 | 1b. Completed sustainability surveys |
| | 1c.Work with DHS to develop and collect data related to evaluating in-class SRTS education (i.e., online teacher survey, classroom observations, focus group, process evaluation survey) | 1c. SCBC/ SRTS Director and Assistant | 1c.June 2013-Feb 2014 | 1c. Completed evaluation tools or reports |
| | 1d. Provide final progress report to DHS with completed deliverables | 1d. SCBC/ SRTS Director and Assistant | 1d.Feb 2014 | 1d. Final progress report |
| 2. Measure outcomes (e.g., mode shift, reduction in green house gas emissions, infrastructure improvements, reduction in vehicle-related accidents, adoption of school policies). | 2a. Coordinate parent survey data collection at each school and provide completed surveys to DHS. | 2a. SCBC/ SRTS Director and Assistant | 2a.June-Dec 2013 | 2a.Completed parent surveys |

**REPORTING DELIVERABLE:** Contractor is responsible for completing and submitting quarterly progress reports, as required by the County, concerning all activities, results and evaluation measures included in the above Scope of Work. A progress report form and instructions will be provided to the Contractor.

**Education and Promotional Materials Attribution Language:** all materials developed using this project's resources must contain the following:
"Funding for this project was provided by a grant from the Federal Safe Routes to School in partnership with Sonoma County Departments of Transportation and Public Works and Health Services."

# Exhibit B.2
# Budget

| | Hourly Rate | Hrs | Sept 2009-June 2010 | Hrs | July 2010-June 2011 | Hrs | July 2011-June 2012 | Hrs | July 2012-June 2013 | Hrs | July 2013-Feb 2014 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ***PERSONNEL*** | | | | | | | | | | | | |
| SRTS Director | $41.32 | | $22,012.10 | | $10,666.57 | | $14,999.16 | 286.0 | $11,816.84 | 0.0 | $0.00 | $59,494.67 |
| SRTS Assistant(s) | 30.25-37.02 | | $27,964.04 | | $39,333.34 | | $30,821.15 | 1,295 - 1,058 | $39,178.85 | 475.4-581.8 | $17,600.00 | $154,897.38 |
| Credit | | | $0.00 | | ($1,210.43) | | $0.00 | | $0.00 | | $0.00 | ($1,210.43) |
| **Personnel Subtotal** | | | **$49,976.14** | | **$48,789.48** | | **$45,820.31** | | **$50,995.69** | | **$17,600.00** | **$213,181.62** |
| Fringe Benefits % | 0.00% | | $0.00 | | $0.00 | | $0.00 | | $0.00 | | $0.00 | $0.00 |
| **TOTAL PERSONNEL** | | | **$49,976.14** | | **$48,789.48** | | **$45,820.31** | | **$50,995.69** | | **$17,600.00** | **$213,181.62** |
| ***NON-PERSONNEL / OPERATING EXPENSES*** | | | | | | | | | | | | |
| Travel | 0.565 | | $498.20 | | $406.85 | | $300.43 | 805.3 | $455.00 | 395.8 | $223.62 | $1,884.10 |
| Training | | | $0.00 | | $200.00 | | $0.00 | | $0.00 | | $0.00 | $200.00 |
| Office Supplies | | | $1,600.17 | | $379.79 | | $451.00 | | $650.00 | | $250.00 | $3,330.96 |
| Printing/Duplication | | | $1,758.14 | | $1,314.72 | | $570.65 | | $800.00 | | $500.00 | $4,943.51 |
| Meeting Supplies | | | $562.27 | | $488.30 | | $217.13 | | $65.87 | | $0.00 | $1,333.57 |
| Incentives | | | $5,945.65 | | $8,364.82 | | $3,570.48 | | $4,892.89 | | $1,500.00 | $24,273.84 |
| Equipment | | | $965.62 | | $844.88 | | $486.02 | | $700.00 | | $400.00 | $3,396.52 |
| Educational Materials | | | $1,669.71 | | $960.64 | | $130.53 | | $500.00 | | $1,200.00 | $4,460.88 |
| **TOTAL NON-PERSONNEL** | | | **$12,999.76** | | **$12,960.00** | | **$5,726.24** | | **$8,063.76** | | **$4,073.62** | **$43,823.38** |
| ***OTHER COSTS*** | | | | | | | | | | | | |

| | Hourly Rate | Hrs | Sept 2009-June 2010 | Hrs | July 2010-June 2011 | Hrs | July 2011-June 2012 | Hrs | July 2012-June 2013 | Hrs | July 2013-Feb 2014 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Contractors | | | $0.00 | | $6,040.00 | | $8,550.00 | | $4,760.00 | | $2,300.00 | $21,650.00 |
| **TOTAL OTHER COSTS** | | | **$0.00** | | **$6,040.00** | | **$8,550.00** | | **$4,760.00** | | **$2,300.00** | **$21,650.00** |
| **TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)** | | | **$62,975.90** | | **$67,789.48** | | **$60,096.55** | | **$63,819.45** | | **$23,973.62** | **$278,655.00** |
| Indirect Costs % | 0.00% | | $0.00 | | $0.00 | | $0.00 | | $0.00 | | $0.00 | $0.00 |
| **TOTAL BUDGET** | | | **$62,975.90** | | **$67,789.48** | | **$60,096.55** | | **$63,819.45** | | **$23,973.62** | **$278,655.00** |

**Budget Not To Exceed $278,655**

# Exhibit B.2
# In-Kind Budget

| | Hourly Rate | Hrs | Sept 2009-June 2010 | Hrs | July 2010-June 2011 | Hrs | July 2011-June 2012 | Hrs | July 2012-June 2013 | Hrs | July 2013-Feb 2014 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ***PERSONNEL*** | | | | | | | | | | | | |
| Volunteer hours | $23 | | $29,627 | | $29,627 | | $29,627 | | $29,627 | 500 | $11,500 | $130,008 |
| | | | **$29,627** | | **$29,627** | | **$29,627** | | **$29,627** | | **$11,500** | **$130,008** |
| **Fringe Benefits %** | 0.00% | | $0 | | $0 | | $0 | | $0 | | $0 | $0 |
| **PERSONNEL TOTAL** | | | **$29,627** | | **$29,627** | | **$29,627** | | **$29,627** | | **$11,500** | **$130,008** |
| **NON-PERSONNEL/OPERATING EXPENSES** | | | | | | | | | | | | |
| Printing/Duplication | | | $2,100 | | $2,100 | | $2,100 | | | | | $6,300 |
| **TOTAL NON-PERSONNEL** | | | **$2,100** | | **$2,100** | | **$2,100** | | **$0** | | **$0** | **$6,300** |
| ***OTHER COSTS*** | | | | | | | | | | | | |
| | | | $0 | | $0 | | $0 | | $0 | | $0 | $0 |
| TOTAL OTHER COSTS | | | $0 | | $0 | | $0 | | $0 | | $0 | $0 |
| **TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)** | | | **$31,727** | | **$31,727** | | **$31,727** | | **$29,627** | | **$11,500** | **$136,308** |
| Indirect Costs % | 0.0% | | $0 | | $0 | | $0 | | $0 | | $0 | $0 |
| **TOTAL IN-KIND** | | | **$31,727** | | **$31,727** | | **$31,727** | | **$29,627** | | **$11,500** | **$136,308** |

# Exhibit B.2
# Budget Justification

| *PERSONNEL* |
|---|
| **SRTS Director** (0.10 FTE)<br>Rate: $41.32/hr, average of 5 hrs/week. Primary liaison with DHS, collaborating with and providing lead technical support to both DHS staff, South Santa Rosa Task Force, SRTS Assistant and corresponding school teams. Responsible for overseeing SRTS assistant(s) and ensuring that project components are accomplished and reported. |
| **SRTS Assistants** (0.50 FTE x 4 employees)<br>Rate: $29.23-$37.80, average of 20 hrs/week. Responsible for providing SRTS encouragement and education support directly to school teams via monthly team meetings and communications. |
| **Credit**<br>Credit due to decreased payroll liability & increase overheard costs ($1,210.43 to be applied in Feb, Mar & Apr 2011) |
| *NON-PERSONNEL/OPERATING EXPENSES* |
| **Travel**<br>Estimate of travel between SCBC and South Santa Rosa Schools, with approx. 14 round trip school visits per month (2 visits per school, per month), at the Federal Mileage Reimbursement Rate (e.g., 56.5 cents/mile in 2013). |
| **Office Supplies**<br>For SRTS related office supplies (e.g., pens, pencils, paper, folders, such as pens, pencils, postage, notepads, paper, binders, flip charts) needed to implement project activities. Also includes cost for mailings including: correspondence, newsletters, and other prevention related information to contractors and the general public. |
| **Printing/Duplication**<br>In-office and outside vendor printing, reproduction, and lamination of program materials that schools are unable to print, such as newsletters, frequent rider-mile cards, some of the materials and manuals for parents and teachers (e.g., hosting SRTS encouragement programs). Also includes program reports, evaluation materials, communication materials, and education and encouragement materials. |
| **Meeting Supplies**<br>For any paper products or other materials necessary to support monthly school team meetings. |
| **Incentives**<br>Incentive materials for encouragement programs. Incentive costs based on estimated school enrollment of schools being served. Incentive items are used only for education and encouragement activities. They include, but are not limited to, pencils, stickers, t-shirts, bike reflectors, sun visors, water bottles, pedometers, flashlights, reflective zipper pulls, reflective sneaker tags, reflective back pack belt wraps, punch card holders, pins or badges, bumper stickers, scanning tags, and healthy food. All incentives will include a safety message. Unit cost for one item will not exceed $50 which will be a "reasonable" cost justified by small |

procurement procedures. Also includes stipends for student/PTA support to help staff bicycle rodeo learning stations.

- FY 09-10: 3,587 students x approx. $1.66/year

*493 (Bellevue), 441 (Meadow View), 423 (Taylor Mountain), 408 (Kawana), 299 (RAMS), 760 (Roseland), 763 (Sheppard)*

- FY 10-11: 3,575 students x approx. $2.34/year

*459 (Bellevue), 434 (Meadow View), 482 (Taylor Mountain), 348 (Kawana), 308 (RAMS), 764 (Roseland), 780 (Sheppard)*

- FY 11-12: 4,015 students x approx. $0.89/year

*434 (Bellevue), 393 (Meadow View), 490 (Taylor Mountain), 418 (Kawana), 308 (RAMS), 784 (Roseland), 770 (Sheppard)*

- FY 12-13: 2,451 students x approx. $2/year

*490 (Taylor Mountain), 418 (Kawana), 308 (RAMS), 631 (Roseland), and 604 (Sheppard)*

- FY 13-14: 2,033 students x approx. $0.74/ for half a year

*490 (Taylor Mountain), 418 (Kawana), 308 (RAMS), 631 (Roseland), and 604 (Sheppard)*

**Equipment**

Purchase of rodeo and/or assembly props and equipment, including:

- Equipment (i.e. bike helmets, bike locks and cables, bicycle repair stand, bicycle patch kits, bicycle lights, bicycle lubricants, bicycle saddle bags, bicycle tubes, bicycle timers, bicycle wrenches, hydration equipment and bottle cages, scanner and related equipment, such as barcodes tags for computer-based active transportation data collection efforts)
- Safety gear (i.e., helmets rain gear, umbrellas, safety vests, stop paddles, safety cones, and identification badges/pins/sashes)
- Bike rodeo supplies (i.e., chalk, chalk marking sticks, cones, barriers/fences for safe bicycle traffic flow, tables/chairs for sign-in areas, shade tents for sun protection, and easels).
- Truck rental to transport bicycle safety/skill rodeo equipment,

Unit cost for one item will not exceed $50, except for bicycles and scanning equipment, which will be a "reasonable" cost justified by small procurement procedures. Buy America provisions will be followed for bicycle purchases.

**Educational Materials**

SRTS educational materials, such as curricula (e.g., traffic safety, personal safety, violence prevention), brochures, DVDs/movies, walking school bus guides, and demonstration materials (e.g., jeopardy board, egg-drop kit). Whenever possible, educational materials already developed for SRTS will be purchased through the National Center for SRTS and the SRTS Technical Assistance Resource Center. Unit cost for one item will not exceed $50. Small procurement procedures will be used to purchase additional item. Includes educational binders & materials, teacher training materials, etc.

***OTHER COSTS - SUBCONTRACTS/CONSULTANTS***

**Contractors**

Cost of contractors to support staff for bicycle skill/safety rodeos (2 classrooms per day) and the cost of performance contractors for Imaginist assembly, including the cost of fingerprinting contractors and walking school bus community volunteers, as needed.

- FY 09-10: up to 4 bicycle skill/safety rodeos
- FY 10-11: up to 4 bicycle skill/safety rodeos
- FY 11-12: up to 7 days of bicycle skill/safety rodeos at 5 sites, 5 Imaginist assemblies
- FY 12-13: up to 4 days of bicycle skill/safety rodeos at 4 sites
- FY 13-14: up to 2 days of bicycle skill/safety rodeos at 2 sites, up to 2 Imaginist assemblies

# Exhibit I
# Caltrans Policies, Procedures, and Guidelines

The Contractor agrees to comply with all policies, procedures, and guidelines outlined in the following Caltrans publications:

**Safe Routes to School Cycles 1-3 Eligible Non-Infrastructure Activities**
Dated: November 15, 2012
www.casaferoutestoschool.org/wp-content/uploads/2011/05/cycle1-3-eligible-ni-2012-13-11.pdf

**Caltrans Local Assistance Procedures Manual**
Describes the various procedures required to process Federal and State funded local transportation projects.
http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm

**Caltrans Local Assistance Program Guidelines**
Provides a detailed description of the various State and federal programs available for financing local public transportation project.
http://www.dot.ca.gov/hq/LocalPrograms/lam/lapg.htm

**Caltrans Local Programs Procedures**
Used for the formal deployment of new procedures and policy changes to the Local Assistance Procedures Manual and Local Assistance Program Guidelines.
http://www.dot.ca.gov/hq/LocalPrograms/lpp/lpp1r1.htm

**Division of Local Assistance Office Bulletins**
Provides recent policy procedure updates that have not yet been issued as Local Programs Procedures
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm

KAISER PERMANENTE®

Community Benefit Programs
Marin Sonoma Area
401 Bicentennial Way, Roundbarn Ste. 107
Santa Rosa, CA 95403

May 15, 2013

Mr. Anthony Taylor
Health Program Manager
County of Sonoma, Department of Health Services
490 Mendocino Ave. Suite 202
Santa Rosa, CA 95401-6393

Re: Grant Award Letter for Grant Number 20632161

Dear Mr. Taylor:

Kaiser Foundation Hospitals ("KFH"), Northern California Community Benefit Programs Division, is pleased to advise you that its Community Investment Team has approved a grant in the amount of $20,000.00 for County of Sonoma, Department of Health Services ("Grantee"), in support of Sonoma Safe Routes to School, as described in the grant proposal submitted on 03/08/13 (the "Grant"). The Grant period (or term of the Grant) shall be: 7/1/2013 through 6/30/2014.

All grant awards by KFH are subject to the policies and priorities established by KFH [and Kaiser Foundation Health Plan] in the Northern California Region. In accepting these funds, Grantee agrees to all of the terms and conditions described in the attached Northern California Region General Grant Terms Agreement. To indicate your agreement, please sign this Grant Award Letter and the attached Northern California Region General Grant Terms Agreement and return them to:

Jeannie Dulberg
Kaiser Permanente
Community Benefit Manager
401 Bicentennial Way Ste 107 RB
Santa Rosa, CA 95401

In accepting these funds, you agree to submit two (2) progress reports during the period of the agreement, one mid-way through the agreement and one at the completion of the agreement.

Kaiser Permanente Community Benefit is pleased to support this effort to improve community health. If at any time you have questions or concerns, please do not hesitate to contact Jeannie Dulberg at 707-571-3867.

Sincerely,

Jeannie Dulberg
Community Benefit Manager Marin Sonoma

5/15/2013
Date

Carl Campbell
Public Affairs Director Marin Sonoma

5-20-13
Date

**ACCEPTED AND AGREED**

Ms. Rita Scardaci
Director

Date

20632161

## Northern California Region General Grant Terms Agreement

In addition to the specific terms of the Grant Award Letter for Grant # 20632161, Kaiser Foundation Hospital's ("KFH") award of this Grant, managed by the KFH Northern California Community Benefit Programs Division, is contingent upon Grantee's compliance with the following terms and conditions, and Grantee agrees to all these terms and conditions. Together, the Grant Award Letter and these terms and conditions are "the Agreement."

### 1. Tax-Exempt Status

Grantee is a (i) tax-exempt organization currently recognized by the Internal Revenue Service ("IRS") as a public charity described in section 501(c)(3), (8), (10) or (19) or 501(k) or 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) a local, state or federal government agency. If Grantee is a public charity as described in (i), then Grantee represents and warrants that

- Grantee's tax-exempt status under the Code has not been revoked or modified since the issuance of the IRS determination letter provided to KFH and shall not be revoked or modified during the term of this Grant; and
- there is no issue presently pending before any office of the IRS that could result in any proposed changes to Grantees' tax-exempt status under the Code; and
- Grantee shall immediately notify KFH if Grantee's tax-exempt status is revoked, suspended or modified during the term of this Grant.

### 2. Expenditure of Funds

This Grant must be used for the project identified in the Grant Award Letter, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without KFH's prior written approval. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project at the end of the period shall be returned immediately to KFH, unless otherwise agreed by KFH in writing. Grantee may not expend any Grant funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Code. Grantee must obtain prior written approval from KFH for changes to budgetary allocations that amount to 10% or more of the total budget of the Grant award or for changes to the Grant period

### 3. No Assignment or Delegation

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from KFH.

### 4. Records and Reports

Grantee is required to keep a record of all receipts and expenditures relating to this Grant and to provide KFH with written reports summarizing the progress made, as detailed on KFH's reporting requirements outline. KFH may also require additional interim reports. Grantee's reports should describe its progress in achieving the purposes of the Grant and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also

agrees to provide any other information reasonably requested by KFH. If Grantee obtains any audited financial statements covering any part of the Grant period, Grantee shall provide a copy to KFH as well. Grantee is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to KFH, for at least four years following the year in which all Grant funds are fully expended.

**5. Required Notification**

Grantee is required to provide KFH with immediate written notification of: (1) any changes in its tax-exempt status; (2) its inability to expend the Grant for the purposes described in the Grant Award Letter; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; (4) any modification of the budget, Scope of Work of timeline; and (5) any significant changes in Grantee's leadership or staffing.

**6. Reasonable Access for Evaluation**

Grantee is expected to actively participate in the evaluation of Kaiser Permanente's Community Benefit Program, including KFH's evaluation of Grantee's project within that program. At KFH's request, Grantee will permit KFH and its representatives to conduct site visits and have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant award.

**7. Publicity**

Grantee shall obtain KFH's prior written consent of the text of any proposed publicity concerning this Grant prior to the release of such publicity. KFH may include information regarding this Grant, including the amount and purpose of the Grant, any photographs provided by Grantee, Grantee's logo or trademark, or other information or materials about Grantee's organization and activities, in KFH's periodic public reports, newsletters, and news releases.

**8. Right to Modify or Revoke Payments**

Payments made under this Grant are contingent upon Grantee's compliance with the terms of this Agreement. KFH reserves the right to discontinue, modify or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in KFH's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Grant, including without limitation, Grantee's loss of tax-exempt status or Grantee's use of Grant funds for purposes other than those designated; (ii) to protect the purpose and objectives of the Grant or any other charitable activities of KFH or the Kaiser Permanente Medical Care Program; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to Grantee, KFH or this Grant.

**9. Termination**

KFH may terminate this Grant for convenience upon 30 days' written notice to Grantee and may terminate this Grant immediately for the reasons specified in Section 8 or for Grantee's engagement in willful misconduct or negligence.

## 10. Independent Contractors

With respect to administration of this Grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

## 11. Compliance

Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and it employees and all other persons engaged in work in conjunction with this Grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, KFH and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

## 12. Miscellaneous

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Grantee may not assign any right, duty or obligation under this Agreement without prior written approval from KFH. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party.

**ACCEPTED AND AGREED by duly authorized officers of KFH and Grantee:**

| **KFH** | **Grantee:** |
|---|---|
| Kaiser Foundation Hospitals<br>Marin Sonoma | County of Sonoma, Department of Health Services |
| **By:** Carl Campbell | **By:** _____ |
| Public Affairs Director | |
| **Title:** _____ | **Title:** _____ |
| **Date:** 5-16-13 | **Date:** _____ |

**COOPERATIVE FUNDING AGREEMENT NO. M71516**
**BETWEEN**
**THE SONOMA COUNTY TRANSPORTATION AUTHORITY**
**AND**
**SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES**

This Agreement is made and entered into as of _____, 2013 ("Effective Date") by and between the Sonoma County Department of Health Services hereinafter referred to as "**COUNTY**" and the **SONOMA COUNTY TRANSPORTATION AUTHORITY** hereinafter referred to as "**AUTHORITY**."

## RECITALS

1. **AUTHORITY** adopted that certain 2011 Strategic Plan that sets forth **AUTHORITY**'s program and project implementation policies with regard to the use of funds provided under the 2004 Traffic Relief Act for Sonoma County Expenditure Plan and Ordinance approved by the voters of Sonoma County on November 2, 2004 (hereinafter referred to as "Measure M"). The 2011 Strategic Plan as such plan may be amended from time to time is hereinafter referred to as the "Strategic Plan".

2. Pursuant to the Strategic Plan and Measure M, **AUTHORITY** and **COUNTY** desire to enter into a Cooperative Funding Agreement to define a framework to enable the two parties to work cooperatively in developing transportation improvements by means of the Countywide Safe Routes to Schools Program as part of the bicycle education and safety program in Measure M in Sonoma County (hereinafter referred to as the "Project").

3. In connection with the Bicycle Education and Safety Program Improvements, **COUNTY** desires to expand and develop a sustainable Countywide Safe Routes to School (SRTS) Program, as more particularly described in Exhibit A to this Agreement (hereinafter referred to as the "Project").

4. **COUNTY** has submitted a financial plan and schedule for completion of the Project which is attached hereto as Exhibit B (hereinafter referred to as the "Project Plan").

5. Pursuant to the Strategic Plan and Measure M, **AUTHORITY** is committed to make available up to $1,200,000 in 2004 dollars to assist with the Project.

NOW, THEREFORE, in consideration of the foregoing, **AUTHORITY** and **COUNTY** do hereby agree as follows:

## SECTION I

**COUNTY AGREES:**

1. Project Completion. To timely complete the Project in accordance with the deadlines set forth in the Project Plan.

2. Invoices. Should **COUNTY** desire reimbursement of its expenses in connection with this Agreement, **COUNTY** shall do so by requesting a specific appropriation of Measure M funding by submitting to **AUTHORITY** a Request for Funding Appropriation in the form attached hereto as Exhibit C (hereinafter referred to as "Appropriation Request"). Once an Appropriation Request is approved by **AUTHORITY**, **COUNTY** may submit to **AUTHORITY** invoices for reimbursements for expenses authorized under the terms of this Agreement and an approved Appropriation Request. Invoices shall be submitted to **AUTHORITY** no more frequently than monthly, and no less frequently than every six months following initial appropriation, provided however that if **COUNTY** is unable to invoice in this time frame a written request for time extension shall be provided or the funds may be deobligated. Invoices shall be in a form reasonably acceptable to **AUTHORITY**'s Executive Director.

3. Compliance with Laws. With regard to administering and completing the Project, **COUNTY** shall at all times comply with all applicable laws of the United States, the State of California, the County, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

4. Records. To allow **AUTHORITY** to audit all expenditures relating to the Project funded through this Agreement. For the duration of the Project, and for five (5) years following completion of the Project, or earlier discharge of the Agreement, **COUNTY** shall make available to **AUTHORITY** all records relating to expenses incurred in performance of this Agreement.

5. Reporting Requirements. To provide annual updates on the PROJECT to **AUTHORITY** in the form attached hereto as Exhibit D.

## SECTION II

**AUTHORITY** AGREES:

1. Reimbursement of **COUNTY** Expenses. Consistent with its Strategic Plan, to make available Measure M funds (currently set at $1,200,000 in 2004 dollars) to assist with the Project. **AUTHORITY** shall process **COUNTY** invoices within forty-five (45) days of receiving an invoice in a form reasonably acceptable to **AUTHORITY**'s Executive Director.

2. Notice of Audit. To provide timely notice to **COUNTY** if an audit is to be conducted.

## SECTION III

IT IS MUTUALLY AGREED:

1. Funding Needs. If additional funds beyond those identified in Exhibit B are necessary to complete the Project, **AUTHORITY** will cooperate with **COUNTY** to identify and secure new or increased fund commitments; however, completion of the Project remains the responsibility of **COUNTY**.

2. Term. This Agreement will remain in effect until discharged as provided in Paragraph 3 or 13 of this Section III.

3. Discharge. This Agreement shall be subject to discharge as follows:

a. This Agreement may be canceled by a party for breach of any obligation, covenant or condition hereof by the other party, upon notice to the breaching party. With respect to any breach which is reasonably capable of being cured, the breaching party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching party. On cancellation, the non-breaching party retains the same rights as a party exercising its right to terminate under the provisions of paragraph 3(b), except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance. If the Agreement is cancelled by **AUTHORITY** because **COUNTY** has failed to wholly or partially complete the Project, **AUTHORITY** may, at its option, demand repayment of all unexpended funds and funds determined by audit not to have been expended as provided for in this Agreement, with interest accrued thereon as would have accrued had such funds been invested in the Sonoma County Treasury Pool; and, further, to offset such balances due **AUTHORITY** from any other Measure M funds due **COUNTY**.

b. By mutual consent of both parties, this Agreement may be terminated at any time. Upon termination by mutual consent, **COUNTY** shall repay to **AUTHORITY** any unexpended funds originally provided to **COUNTY** under this Agreement, and any interest that has accrued thereon.

4. Indemnity. **COUNTY** agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to **AUTHORITY**, and to defend, indemnify, hold harmless, reimburse and release **AUTHORITY**, its officers, agents, employees, successors and assigns from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to attorneys' fees and the cost

of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by **AUTHORITY** to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including **COUNTY**, arising out of or in connection with the receipt or use of funds provided pursuant to this Agreement, whether or not there is concurrent negligence on the part of **AUTHORITY**, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of **AUTHORITY**. If there is a possible obligation to indemnify, **COUNTY**'s duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. **AUTHORITY** shall have the right to select its own legal counsel at the expense of **COUNTY**, subject to **COUNTY**'s approval, which approval 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 **COUNTY** or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

5. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

To **COUNTY**: Rita Scardaci, Director
Sonoma County Department of Health Services
3313 Chanate Road
Santa Rosa, CA 95404
(707) 565-4778
rita.scardaci@sonoma-county.org

To **AUTHORITY**: Suzanne Smith, Executive Director
Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401
(707) 565-5373
suzsmith@sctainfo.org

6. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

7. Integration. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

8. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

9. Independent Agency. **COUNTY** renders its services under this Agreement as an independent agency. None of the **COUNTY**'s agents or employees shall be agents or employees of the **AUTHORITY**.

10. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

11. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the **AUTHORITY** or **COUNTY** as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

12. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the **AUTHORITY** of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

13. Limitation. All obligations of **AUTHORITY** under the terms of this Agreement are expressly subject to **AUTHORITY**'s continued authorization to collect and expend the sales tax proceeds provided by Measure M. If for any reason **AUTHORITY**'s right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, **AUTHORITY** shall promptly notify **COUNTY**, and the parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of **AUTHORITY** to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of **AUTHORITY** under all outstanding contracts, agreements to other obligations of **AUTHORITY**, of funds for such purposes.

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

COUNTY OF SONOMA, DEPARTMENT OF HEALTH SERVICES

By: _____
Rita Scardaci, DHS Director

ATTEST:

By: _____
Peter Rumble, HPPE Director

APPROVED AS TO LEGAL FORM FOR **COUNTY:**

By: _____
Deputy County Counsel County

SONOMA COUNTY TRANSPORTATION AUTHORITY

By: _____
Mike McGuire, SCTA Chair

APPROVED AS TO SUBSTANCE:

By: _____
Suzanne Smith, Executive Director

By: _____
County Counsel Authority

**COOPERATIVE FUNDING AGREEMENT NO. M71516**
**BETWEEN**
**THE SONOMA COUNTY TRANSPORTATION AUTHORITY**
**AND**
**SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES**

## EXHIBIT A

## DESCRIPTION OF THE PROJECT

**Project Title:** Countywide Safe Routes to School Program

**Project Scope:**

Project Background: In October 2007, the Sonoma County Board of Supervisors convened Health Action, a council of community and business leaders, to create a vision for health improvement in Sonoma County. After a comprehensive planning process, an Action Plan was developed with a goal of reducing chronic disease by "strengthening and supporting a culture of active, healthy living in Sonoma County; to increase consumption of healthy food and; to increase physical activity for all residents."

Health Action identified Safe Routes to Schools (SRTS) as a program that could effectively increase levels of physical activity among school youth, parents, and the community. The SRTS program employs the "Five E's" - education, encouragement, engineering, enforcement and evaluation - to create an environment for youth and their families to engage in active transportation (i.e., walking and bicycling to and from school) and to use alternative transportation (i.e., carpooling, school buses, and public transportation). The Countywide Safe Routes to School Program (SRTS Program) addresses health and safety by reducing traffic congestion around schools; increasing physical activity among students; encouraging lifestyle changes for families; creating safer, calmer streets and neighborhoods; and improving air quality through reduction of greenhouse gas emissions.

The SRTS Program is guided by input from a community advisory group, the Countywide SRTS Workgroup, and a coordinating agency, the County of Sonoma Department of Health Services (DHS). The Countywide SRTS Workgroup is comprised of SRTS stakeholder, such as representatives from bike and pedestrian groups and staff from transportation and public works departments, who provide input on comprehensive SRTS program planning and sustainable fund development. DHS is engaged in a range of program support activities that includes oversight of SRTS Program funding; providing project coordination; overseeing evaluation, data collection and monitoring; providing technical assistance to community partners; developing partnerships with the media; and developing and maintaining partnerships with multi-sector stakeholders.

Project Objectives: Measure M funds will be used to support implementation of the bicycle safety and education portion of the SRTS Program and will focus on educating the public and, in particular, elementary, middle and/or high school youth throughout Sonoma County. The aim of the program to serve a geographically diverse group of schools throughout Sonoma County with a range of services based on need and available resources. These may include, but are not limited to, the following:

- Full Service Schools – Schools that have been selected by the Countywide SRTS Workgroup to receive support in implementing a "full service" three-year SRTS Five E's program using SRTS Program funding. "Full Service" schools are identified through a survey process in partnership with school district superintendents. Using information provided, DHS staff and the Countywide SRTS Workgroup select schools based on criteria including school interest and support, walking and bicycling infrastructure, potential for impact, school type, and geographic diversity. Priority was given to schools with higher rates of students receiving free and reduced-price lunch and higher percentages of non-white populations.

  Current "full service" schools participating in the SRTS Program include one in Cloverdale, two in Cotati/Rohnert Park, one in Healdsburg, three in Petaluma, two in Sebastopol, five in Santa Rosa, one in Sonoma, one in Windsor, and two in unincorporated Sonoma County (Guerneville and Mark West Springs in Santa Rosa).

- Self Service Schools – Schools that wish to continue implementing a SRTS Five E's program after having implemented at least three years of a "full service" SRTS Five E's program. These schools are provided with technical assistance and resources to continue sustainable program components, conduct evaluation, and identify infrastructure improvement solutions.

- Custom Service Schools – Schools that want assistance to develop a custom SRTS Five E's plan, but were not selected as a "full service" school and have not received federal/state SRTS non-infrastructure funding. These schools receive technical assistance, resources and evaluation support.

- Support Service Schools – Schools that were not selected as a "full service" school, but are receiving federal/state SRTS non-infrastructure funding. These schools are provided with technical assistance, resources, and coordination of evaluation, program development and program implementation.

The goals of the SRTS Program are to 1) increase the number of children bicycling and walking to and from school, 2) reduce traffic congestion which leads to improved air quality around schools throughout Sonoma County, and 3) create calmer streets and neighborhoods. Additionally, the SRTS Program seeks to increase knowledge of and compliance with traffic laws and safety strategies, institutionalize SRTS program activities within agencies and organizations countywide, and secure funding to sustain support the SRTS Program.

Scope of Work: The SRTS Program will create activities and materials to educate and promote bicycling and walking through education, encouragement, enforcement, engineering and evaluation activities (Five E's) as outlined in the following scope of work (SOW). Additionally, County staff will provide project coordination; oversee evaluation, data collection and monitoring; provide technical assistance to community partners; develop partnerships with the media; and develop and maintain partnerships with multi-sector stakeholders, including:

- Countywide SRTS Workgroup- Advisory group and county SRTS coordinating body
- Sonoma County Bicycle Coalition- Contractor providing expertise and implementation of SRTS education and encouragement activities
- School administration, teachers, SRTS school team at each school
- California Highway patrol and Municipal Police Departments – to assist with enforcement element
- Municipal Public Works Departments in each city – to assist with engineering element
- Healthy By Design- Coordination with the Public Health and Land Use Planning Workbook project
- Local Coalitions, such as Health Action, Community Activity and Nutrition Coalition of Sonoma County, Safe Kids Sonoma County
- Regional partners, such as the Bay Area SRTS Network
- National partners, such SRTS National Partnership, National Center for SRTS, and League of American Bicyclists (Education Committee)

| Objectives | Outcomes & Deliverables |
|---|---|
| A. Develop SRTS teams (comprised of administrators, teachers, and parents) at each school to spearhead implementation and sustainability of the SRTS program at their respective schools. | SRTS Teams are formed at each school |
| B. Develop regional SRTS Task Forces to spearhead regional SRTS efforts. | A SRTS Task Force(s) are formed in each schools' region |
| C. Implement **education** activities at each school that include in-class and hands-on bicycle and pedestrian safety education and instruction and education on the benefits of bicycling and walking.<br><br>Activities may include classroom SRTS instruction, 4th grade bicycle rodeos, annual parent/community bike and pedestrian safety workshop, community outreach, SRTS website | Log of education activities<br><br>Tracking system for classroom SRTS instruction |

| | |
|---|---|
| maintenance, and media engagement. | |
| D. Implement **encouragement** activities and events at each school to promote bicycling and walking to school.<br><br>Activities may include promotion of Walk and Roll to School Wednesdays, International Walk and Roll to School Day, Golden Sneaker Award, walking school buses and bike trains, frequent walker/rider prize cards, and poster/essay contest. | Log of encouragement activities |
| E. Partner with law enforcement to implement **enforcement** activities each school.<br><br>Activities may include increasing traffic enforcement and citations for speeding in school zone, increasing law enforcement presence, and implementing a volunteer crossing guard program. | Log of enforcement activities<br><br>Report on traffic enforcement issues |
| F. To implement **engineering** activities to assess infrastructure, biking and walking routes, and the built environment surrounding each school.<br><br>Activities may include conducting walking audits, prioritizing infrastructure gaps, and developing resources for schools and public works to use to pursue infrastructure funding. | List of prioritized SRTS infrastructure projects |
| G. Implement **evaluation** activities to measure mode shift and reduction in traffic congestion.<br><br>Activities include, but are not limited to, the following:<br>• Administer student tallies annually at each school in the spring and fall<br>• Administer parent survey at each school, once at project start and once at project end<br>• Develop an Annual SRTS Report outlining mode shift*, reduction in traffic congestion, parent attitudes and behaviors change, and SRTS program activities at schools.<br>• Present Annual SRTS Report to Regional SRTS Task Forces and City Councils<br><br>* Mode shift refers to changes in the number of students walking, bicycling, rolling (e.g. riding a skateboard, scooter, etc.), riding a school bus, and carpooling to school versus being driven in a single-family car. | Electronic copies of student tallies and parent surveys.<br><br>Annual SRTS Report |

**COOPERATIVE FUNDING AGREEMENT NO. M71516**
**BETWEEN**
**THE SONOMA COUNTY TRANSPORTATION AUTHORITY**
**AND**

# EXHIBIT B

## FINANCIAL PLAN AND SCHEDULE (2004 Dollars)

**TOTAL BUDGET (December 2012-June 2015):**

| **Fiscal Year** | **FY12/13** | **FY13/14** | **FY14/15** |
|---|---|---|---|
| **Amount** | $26,000 | $26,000 | $26,000 |

| **Activity** | **Schedule** |
|---|---|
| Authorization to Proceed (E-76) | Obtained August 2011 |
| Consultant Selection Process, Award Contract | Completed in 2012 |
| Project Start Date | December 2012 |
| Program Implementation Beginning | December 2012 |
| Annual Evaluation Reporting | July 2013 & 2014 |
| Program Implementation Ending | June 2015 |
| Final Evaluation Reporting | July 2015 |
| Project End Date | June 30, 2015 |

**COOPERATIVE FUNDING AGREEMENT NO. M71516**
**BETWEEN**
**THE SONOMA COUNTY TRANSPORTATION AUTHORITY**
**AND**

# EXHIBIT C

# REQUEST FOR FUNDING APPROPRIATION

**COOPERATIVE FUNDING AGREEMENT NO. M71516**
**BETWEEN**
**THE SONOMA COUNTY TRANSPORTATION AUTHORITY**
**AND**

# EXHIBIT D

# PROJECT REPORTING LETTER

# 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:** County of Sonoma Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Christina Cramer, (707) 565-2988

**Supervisorial District(s):**
All Districts

**Title:** Commission on Human Rights Amended Bylaws

**Recommended Actions:**

Approve the Amended Bylaws for the Commission on Human Rights reflecting change in role of Chair.

**Executive Summary:**

**Background:**

The Commission on Human Rights recently reviewed their bylaws and Attachment A details proposed edits. These proposed edits are requested for the following reasons:

Due to the County's fiscal challenges in recent years, one administrative support position supports both the Commission on Human Rights (CHR) and the Commission on the Status of Women. Subsequently, the role of the CHR Chair has evolved. The proposed edits more accurately reflect the current, and what is anticipated as the ongoing role of the Chair.

The Commissions' activities have increased, including establishing its first Junior Commission this year. The Commission is pleased to have an energetic and engaged group of Commissioners, and anticipate new and increased efforts and activities. Given this dynamic, the Commission would like the flexibility to have up to two Officers at Large to ensure a strong leadership team who can deal with increased projects and demands of the Commission. Each election period the Commission will determine to fill one or two Officer at Large roles based on anticipated Commission activity.

**Prior Board Actions:**

12/8/2009 - Adoption of the amended Ordinance and the renaming of Article XXII Chapter 2 of the County Code which governs the Commission on Human Rights. This amendment broadened the potential funding sources for Commission projects, clarifying the purchasing authority on behalf of the Commission, increasing operational efficiency, and ensuring the consistency with the revised Bylaws approved by the Board.

5/1/2007 – Board adopted Ordinance No. 5724 that amended Article XXII of Chapter 2 of the County Code that governs the Commission on Human Rights. These amendments brought the Commissions' governance into alignment with the Commissions' structural changes that the Board approved on January 30, 2007 when it approved revised Bylaws of each Commission.

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

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

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

There are no fiscal impacts from this recommendation.

**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:** |
| --- |
| Attachment A – Commission on Human Rights Amended Bylaws |
| **Related Items "On File" with the Clerk of the Board:** |
| |

Attachment A

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# Bylaws Of
# The County of Sonoma
# Commission On Human Rights

Revised and Approved by Commission – ~~October 27, 2009~~May 22, 2012/May 28, 2013
Approved by Board of Supervisors – ~~December 8, 2009~~June 25, 2013

## Article I
## Name

The name of this Commission is the Sonoma County Commission on Human Rights, hereafter referred to as the "Commission."

## Article II
## Purpose

The purpose of the Commission is to promote better human relations between all people in Sonoma County through education, advocacy, communication and initiation of action that fosters the recognition of and appreciation for the diversity of our community.

Sonoma County Board of Supervisors' Ordinance Number 4625 (adopted January 26, 1993) established the Commission on Human Rights. That Ordinance and subsequent amendments provide governing direction to the Commission.

Following the guidelines of the Creating Ordinance, the Commission will continue to reflect and address the continued needs of the community. It is the intent of the Commission to retain flexibility in the conduct of its affairs.

## Article III
## Organization

### Section 1. Commission Membership

The Commission shall consist of fifteen (15) members, three (3) per district, as appointed by the Board of Supervisors.

**A.** **Terms.** All appointments by the Board shall be for two years. There is no limit to the number of terms for which a Commissioner may be reappointed.

**B.** **Composition**. The Commission shall reflect and represent the racial, ethnic, and cultural diversity of Sonoma County.

**C.** **Compensation.** Members of the Commission shall serve without compensation but may, with prior approval, be reimbursed for authorized, reasonable, and necessary expenses incurred in the performance of their official duties.

**D.** **Resignation.** The resignation of a Commissioner shall be in writing to the appointing Supervisor, the Chair of the Commission and staff.

**E.** **Removal from Commission**. Commissioners serve at the pleasure of the appointing Supervisor. The failure of a Commissioner to fulfill the duties designated herein will be brought to the attention of the appointing Supervisor by an Officer and/or staff. Prior to

this action, a Commissioner will be given notice of the intent and an opportunity to respond to the request for removal.

## Section 2. Commissioner Role and Duties

Commissioners are expected to fulfill the role and carry out the duties as described below.

**A. Attendance at Regular (Monthly) Commission Meetings.** Attendance at Regular Commission meetings is essential, since a Quorum (as defined in Article IV, Section 4) is required to conduct Commission business. Therefore, Commissioners are expected to attend at least two-thirds (2/3) of the Regular Commission meetings held during any twelve (12) month period[1].

However, if it is necessary to miss a Regular Commission meeting, Commissioners are expected to give an Officer or staff prior notice.

Staff will provide a report on attendance at Regular Commission meetings.

**B. Conduct.**

**1) Standards and Guidelines**. At Commission meetings, events and activities, as well as when representing the Commission in any official capacity, Commissioners shall adhere to generally acceptable standards of business conduct and to any specific guidelines/protocols adopted by the Commission. They shall not engage in:

a) habitual conduct which disrupts the Commission and/or interferes with the conduct of Commission business, or

b) conduct which would have a negative impact on the integrity of and/or the community's confidence in the Commission.

**2) Ethics.** Commissioners are expected to adhere to high ethical standards in the conduct of their duties. Such conduct requires that Commissioners:

a) comply with both the letter and the spirit of the laws and policies affecting operations of the Commission;

b) be independent, impartial and fair in their judgment and actions; and

c) conduct public deliberations and processes openly, unless legally confidential, and in an atmosphere of respect and civility

**3) Conflicts of Interest**. In order to assure their independence and impartiality on behalf of the public good, Commissioners are prohibited from using their official positions to influence decisions in which they have a financial interest, or an organizational responsibility, or where they have a personal relationship that would constitute a conflict of interest.

Commissioners should avoid taking any action that could be construed as, or create the appearance of, using public office for personal gain, including use of the title of Commissioner and/or Commission stationery or other County resources to obtain or promote personal interests and/or business.

**4) Representation of the Commission.** Commissioners are encouraged to represent themselves as individual Commissioners in community advocacy and

[1] **The two-thirds requirement is deemed to be met by attending eight (8) of twelve (12) or seven (7) of eleven (11) Regular Commission meetings held in a twelve (12) month period.**

activities related to the mission and Work Plan of the Commission. However, they are not authorized to represent, speak or act on behalf of the Commission as a whole unless so authorized by the Commission.

**C.** **Communication with Appointing Supervisor**. Each Commissioner acts as a liaison between the Commission and his/her appointing Supervisor, and thus is expected to communicate regularly with his/her appointing Supervisor about the Commission's activities.

**D.** **Contribution to the Work of the Commission**. In addition to the other responsibilities stated in this Section, each Commissioner is expected to support the Commission's goals and activities by serving as an Officer, an appointed Coordinator, Liaison and/or as Chair of a committee, or by serving as an active member of an Ad Hoc or a Standing Committee.

**E.** **Leaves of Absence.** If a Commissioner is unable to fulfill the designated duties due to unusual circumstances, s/he can request a leave of absence from the Commission. Leaves of absence are granted at the recommendation of the Chair and with approval of the appointing Supervisor and shall not exceed six (6) months.

## Section 3. Governance

**A.** **Officers.** The Officers of the Commission shall be a Chair, a Vice-Chair and one or two Officer(s)-at-Large. The duties of these Officers shall be those which generally apply to such officers, stated herein, and/or designated by the Commission.

**B.** **Term.** The term of Officers and appointments shall be for one (1) fiscal year from July 1st through June 30th.

**C.** **Qualifications for Officers.**

**1)** **Chair.** To serve as the Chair, a Commissioner shall:

a) have attended at least four (4) Commission meetings within six (6) months prior to nomination.

b) be an able and willing communicator.

c) have contributed to the Commission's work by serving as a Coordinator, Liaison, or Chair/member of a committee.

d) express the intention to attend and lead at least ten (10) of the Regular Commission meetings during the one-year term.

e) have willingly accepted the designated duties assigned to the Chair.

**2)** **Vice-Chair**. To serve as the Vice-Chair, a Commissioner shall:

a) have attended at least four (4) Commission meetings within six (6) months prior to nomination.

b) be an able and willing communicator.

c) have contributed to the Commission's work by serving as a Coordinator, Liaison, or Chair/member of a committee.

d) have expressed a willingness to support the Chair and to fulfill the other duties assigned.

**3)** Officer(s)-at-Large: To serve as Officer(s)-at-Large, a Commissioner shall:

a) have attended at least four (4) Commission meetings within six (6) months prior to nomination.

b) be an able and willing communicator.

c) have contributed to the Commission's work by serving as a Liaison, Coordinator, or Chair/member of a committee.

d) have expressed a willingness to support the Chair, and Vice-Chair and to fulfill the other duties assigned.

**D. Powers and Duties of Officers.**

**1) Chair.** The duties of the Chair are listed below.

a) **Duties for Commission Meetings.** At Commission meetings, the Chair shall:

1. preside over Commission meetings, maintain orderly procedure in accordance with these Bylaws, and decide questions of procedure subject to the full Commission.
2. develop the agenda for Commission meetings with the assistance of other Commissioners, Officers and staff.
3. be entitled to vote only when it is necessary to break a tie vote.
4. be allowed to participate in discussion relating to any matter s/he deems appropriate.
5. recognize any member of the Commission who desires to speak.
6. set and adhere to time-limits for any member of the public who desires to address the Commission.
7. rule on all procedural matters or questions not specifically addressed in these Bylaws, subject to the approval of the full Commission.
8. produce minutes of the meetings with the assistance of ~~other Commissioners,~~ Officers and ~~s~~Staff.

b) **Duties Related to Commission Operations**. The Chair shall:

1. serve as an ex-officio member and remain cognizant of the activities and progress of all committees.
2. participate, together with the other Officers and ~~s~~Staff, in creating and monitoring the progress of the Commission's work activities to ensure that the ~~annual~~Biennial Work Plan goals are met and periodically make a progress report to the Commission.
3. serve as a resource to Commissioners in their efforts to contribute to the Commission's work and, when required, collaborate with other Officers and staff to resolve issues related to a Commissioner's fulfillment of designated duties.
4. represent and speak on behalf of the Commission at public meetings (e.g., Board of Supervisors meeting) on matters pertaining or relating to the Commission.

5. Monitor requests for speakers, and facilitate appearances as needed.
6. Create and sustain amicable and effective relationships with County and community leaders/organizations.
7. Advocate for Commission initiatives throughout the County approval process.
8. Provide full orientation to newly-appointed Commissioners.
9. Remain cognizant of Brown Act requirements, both during meetings and throughout the month; monitor and intervene as needed.

~~4.~~

2) **The Vice-Chair.** The Vice-Chair shall:

a) preside over Commission meetings in the Chair's absence.

b) assist the Chair in developing the agenda for Commission meetings.

c) participate, together with the other Officers and staff, in monitoring the progress of the Commission work activities to ensure that the annual Work Plan goals are met.

d) serve as a resource to Commissioners in their efforts to contribute to the Commission's work and, when required, collaborate with other Officers and staff to resolve issues related to a Commissioner's fulfillment of designated duties.

e) fill a vacancy occurring in the office of Chair for the unexpired term.

3) **Officer(s)-at-Large:** The Officer(s)-at-Large shall:

a) preside over Commission meetings in the absence of both the Chair and Vice-Chair.

b) assist the Chair in developing the agenda for Commission meetings.

c) participate, together with the other Officers and staff, in monitoring the progress of the Commission work activities to ensure that the annual Work Plan goals are met.

d) serve as a resource to Commissioners in their efforts to contribute to the Commission's work and, when required, collaborate with other Officers and ~~s~~Staff to resolve issues related to a Commissioner's fulfillment of designated duties.

e) fill a vacancy occurring in the office of Vice-Chair for the unexpired term.

**E. Nominations and Elections.** At a Regular Commission meeting prior to the end of the term for current Officers, the Chair will read the duties and qualifications of Chair from the By-Laws, and nominations will be taken from the floor. Any qualified Commissioner is eligible to be nominated (or to nominate him/herself). The same process shall then be followed for taking Vice-Chair nominations and subsequently for taking Officer-at-Large nominations.

Elections can be held following the close of nominations, and Officers shall be elected by a simple majority vote. If a Commissioner is unable to attend the Commission meeting, s/he can be nominated and elected, based on prior verbal/written statement that if elected s/he will accept the position and fulfill the duties of the office.

**F. Vacancies of Elected Office.**

1) **Chair.** Should the office of Chair become vacant during term, the Vice-Chair shall assume the office of Chair for the remainder of the term.

2) **Vice-Chair.** Should the office of Vice-Chair become vacant during a term, the Officer-at-Large shall assume the office of Vice-Chair remainder of the term.

3) **Officer-at-Large**. Should the office of Officer-at-Large become vacant during a term, the Chair shall take nominations for the office from the floor at the next Regular Commission meeting. Once nominations are closed, the election for Officer-at-Large to serve the remainder of the term can be held.

**G. Removal From Office:** An Officer may be removed from office prior to the expiration of his/her term by vote of the Commission.

## Section 4. Staff

The Commission shall receive support from management and clerical staff as assigned by the Director of the Human Resources Department.

## Section 5. Program Budget

Each fiscal year, the Officers and staff shall develop a budget for the Commission's program funds that are tied to the Commission's Work Plan. Staff is responsible for management of the budget and expenditures and for providing periodic budget reports to the Commission.

# Article IV
# Meetings

## Section 1. Regular Commission Meetings

**A. Schedule**. Regular Commission meetings shall be scheduled for the fourth (4th) Tuesday of each month at 5:30 PM, except as noted in Article IV, Section 1 (E). The time and date will only be changed by the Commission for the purpose of facilitating the conduct of Commission business, and if changed, the date and time will be announced to the Commission and the public with at least thirty (30) days notice.

Should the meeting fall on a holiday; the meeting will be held on the Tuesday of the preceding week. This meeting shall be announced with at least thirty (30) days prior notice.

**B. Location.** Staff will be responsible for securing a facility deemed appropriate for the Regular Commission meetings. Once selected, the location will be announced to the Commission and the public.

**C. Ralph M. Brown Act:** All Regular Commission meetings shall be called, noticed, held and conducted in accordance with the Ralph M. Brown Act, hereafter referred to as the "Brown Act."

Pursuant with Section 54954.3 of the Brown Act, the agendas for Regular Commission meetings shall provide an opportunity for members of the public to address the Commission on items of interest to the public that are within the subject matter jurisdiction of the Commission.

**D. Agenda.**

1) **Submission of Items.** Staff or any Commissioner may place an item on the agenda. Agenda items should be submitted to the Commission Office at least two weeks prior to the Commission meeting.

2) **Preparation and Content.** The Chair will work with Officers, other Commissioners and staff to prepare the agenda for Commission meetings. The agenda will contain a brief general description of each item of business to be transacted or discussed at the meeting.

3) **Distribution and Posting.** At least seventy-two (72) hours before the Regular Commission meeting, the agenda will be distributed to the Commissioners and posted at a location that is freely accessible to the public.

4) **Additions after Posting.** No action shall be taken on any item not appearing on the posted agenda, except as permitted by Govt. Code 54954.2 of the Brown Act.

**E. Cancellation of a Regular Meeting:** A Regular Commission meeting can be cancelled by the vote of the Commission or the agreement of two (2) Officers.

### Section 2. Special Commission Meetings

**A. Call for Special Meeting**. Special meetings may be called by an Officer or the written agreement of the majority of active Commissioners (i.e., Commissioners not on a Leave of Absence, as defined in Article III, Section 2(E)).

**B. Purpose.** The purpose of the special meeting shall be stated in the call.

**C. Notice.** Except in cases of emergency, at least twenty-four (24) hour notice, and such other notice as directed by the Brown Act, shall be given prior to any special meeting.

**D. Agenda**. The agenda for a special meeting shall be limited to the specific issue(s) for which the meeting was called and will contain a brief general description of the business to be transacted or discussed at the meeting.

**E. Conduct of Meeting**. The meeting shall be held and conducted in accordance with the Brown Act.

### Section 3. Rules of Order

Meetings of the Commission shall be conducted in accordance with fair and orderly procedures such as those described in Robert's Rules of Order and/or Roberta's Rules of Order, latest edition, except as required by state law or as provided by these Bylaws.

### Section 4. Quorum

A majority of the duly appointed Commissioners shall constitute a Quorum. Commission action may be taken only by a majority vote of the Quorum.

## Article V
## Structure for Supporting Commission's Work Plan and Activities

### Section 1. Work Plan

The Commission will review its achievements, goals and activities annually, and the outcome will form the basis for the Commission's Work plan. Staff will work with the Officers to produce a formal Work Plan that will be reviewed and approved both by the Commission as a whole and the Board of Supervisors at least biennially.

### Section 2. Commission Structure and Appointments

Through the annual planning process, a Commission structure will be developed for accomplishing the Work Plan goals and presented to the Commission for approval. Once the structure is approved, the Chair shall present nominees for appointed positions (Coordinators, Liaisons, and committee Chairs) to the Commission for review and approval. Any vacancy of an appointed position shall be filled by the same approval process as soon as possible after the vacancy is announced.

### Section 3. Coordinators

Coordinators assume responsibility for the oversight and direction of a broad Work Plan topic area. This role involves coordinating all Commission activities that fall within the scope of the topic area.

Coordinators are responsible for determining how the work in their topic area is to be accomplished. They may solicit Commissioners (totaling less than a quorum), community members, and/or staff to assist them in their efforts.

Coordinators are responsible for reporting to the Commission on their activities and their progress toward meeting the goals/objectives established by the Work Plan.

### Section 4. Liaisons

Liaisons act as intermediaries with other organizations/agencies.

Liaisons are responsible for determining how to carry out their assignment. They may solicit other Commissioners (totaling less than a Quorum), community members, and/or staff to assist them as necessary.

Liaisons are responsible for reporting to the Commission on their activities and their progress toward meeting the goals/objectives established by the Work Plan.

### Section 5. Ad Hoc Committees

Ad Hoc Committees may be established to carry out a specific objective or activity within a stated time frame.

Ad Hoc Committees are disbanded once the specific objective has been accomplished.

### Section 6. Standing Committees

Standing Committees may be established to assume responsibility for the Commission's ongoing work in a general topic area. Standing Committees are created by the Commission and remain active over an extended period. Regular meetings will be held according to regular dates, times and locations. Standing Committee meetings are subject to the requirements of the Brown Act.

## Article VI
## Resolutions

Resolutions drafted by the Commission and staff shall be forwarded to the Board of Supervisors and transmitted to the public through the appropriate County Process.

## Article VII
## Amendments

Proposed amendments to these Bylaws shall be submitted to the Officers and then brought to the Commission for discussion and approval.

Approved by Commission: _____ Date: ~~10/27/2009~~

Approved by Director of Human Resources: _____ Date: _____

Approved by Board of Supervisors: _____ Date: _____

# 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 of the County of Sonoma

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

| **Staff Name and Phone Number:** | **Supervisorial District(s):** |
|---|---|
| Carol Allen, 565-2549 | All |

**Title:** Memorandum of Understanding between the County of Sonoma and the Sonoma County Law Enforcement Association (SCLEA)

**Recommended Actions:**

Adopt resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the SCLEA for the period of June 25, 2013 through December 1, 2015

**Executive Summary:**

Representatives of the County and of the Sonoma County Law Enforcement Association (SCLEA) 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 SCLEA membership voted and ratified the tentative agreement. The goals of reducing pension costs and reducing total salary and benefits costs by 3% before 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 25, 2013, the County will stop paying any part of the employee's share of normal retirement costs (currently 1%).

**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.
- Net reduction of premium pay resulting in ongoing savings: all premium pay based on hours worked, elimination of three premiums, and addition of Crisis Negotiation Officer premium.

**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 25, 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 25, 2013 – December 1, 2015
- Salaries –Increase salary scales by 1.0% effective October 28, 2014 and increase salary scales by 2.0% effective August 18, 2015.
- Additional 4 hours of vacation accrued annually.
- Added provision for carryover of donated physical fitness funds.
- Eliminate 1% deferred compensation for Safety members, on-going; eliminate remaining 1% deferred compensation Safety and 1% for General retirement members during contract period.
- Increased operational efficiency and decreased costs through implementation of new shift schedule.
- Changes to overtime pay practices netting on-going operational savings.
- Added County contribution toward safety equipment for specific job classes.
- Letter of Agreement to meet upon request regarding the settlement with another law enforcement group.
- Rewriting of language for clarity and ease of administration.

**Prior Board Actions:**

6-22-10: BOS approved SCLEA MOU for the period of 6-22-10 – 1-30-12

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

The successor MOU reflects the joint efforts of the County and SCLEA to minimize costs and impacts to the County's adopted budget and future pension costs.

| Fiscal Summary - FY 12-13 | | | |
|---|---|---|---|
| **Expenditures** | | **Funding Source(s)** | |
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

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

This agreement produces $2.4M in on-going savings for each full fiscal year, achieving an average net savings of 3.6% of total compensation costs per year. Savings are partially offset by approximately $1.8 million over the 2 years in HRA contributions, resulting in a total net savings average of $1.5 million or 2.25% for each full fiscal year of the contract. Since this would be implemented for the last 5 days of FY 12-13 the savings for the remainder of the fiscal year are anticipated to be approximately $20,000.

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**

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

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

**Attachments:**

A – SCLEA Tentative Agreements

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

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 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 Association, For The Period Of June 25, 2013 Through December 1, 2015.**

**Whereas,** the Sonoma County Law Enforcement Association (S.C.L.E.A.) is a recognized employee organization representing employees in law enforcement classifications in Probation, Corrections, Welfare Fraud, and Criminal Investigations; and

**Whereas,** the County met and conferred with representatives of S.C.L.E.A. to negotiate a successor Memorandum of Understanding (M.O.U.); and

**Whereas,** the County and S.C.L.E.A. negotiators have reached a tentative agreement on the terms of the new M.O.U.; and

**Whereas,** the S.C.L.E.A. membership voted and ratified the terms of the tentative agreements to be recommended to the Board of Supervisors for approval; and

**Whereas,** the terms and conditions of the tentative agreements are within the prescribed authority of this Board; and

**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 M.O.U.;

**Now, Therefore, Be It Resolved,** that this Board hereby approves the Tentative Agreements (Attachment A) setting the terms and conditions of the successor M.O.U. between the County and the S.C.L.E.A., which is attached and incorporated by reference herein.

**Be It Further Resolved** that the terms and conditions of the M.O.U. shall be in full force and effect from June 25, 2013 Through December 1, 2015, except as specified otherwise in the M.O.U.

**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.**

Attachment A

# COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

## TENTATIVE AGREEMENT

June 13, 2013

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

### OVERALL TENTATIVE AGREEMENT

As required the Meyers-Milias-Brown Act, the County and SCLEA have met and conferred and reached this Tentative Agreement for a 2013-2015 Memorandum of Understanding.

The parties agree to revise the MOU as specified on the attached tentative agreements:

- Article 1 (Term),
- Article 2 (Recognition),
- Article 4 (Management Rights),
- Article 5 (Association Rights), Section 5.8 (Paid Leave "Pool"),
- Article 5 (Association Rights), Section 5.14 and Appendix I (President's Release Time),
- Article 7 (Salaries and Administration of the Salary schedule),
- Article 8 (Special Compensation Benefits),
- Article 10 (Uniforms),
- Article 12 (Deferred Compensation and Retirement),
- Article 14 (Hours and Overtime), Section 14.8 (Non-Statutory Overtime),
- Article 18 (Health & Welfare Benefits for Active Employees),
- Article 19 ( Medical Benefits for Future Retirees),
- Article 20 (Holidays),
- Article 21 (Vacation),
- Article 22 (Sick Leave and Family Leave),
- Article 25 (Jury Duty),
- Article 29 (Staff Development),
- Article 30 (Grievance Procedure),

- Article 32 (Labor/Management Meetings),
- Article 34 (Full Understanding, Modification, Acknowledgment),
- Article 35 (Association Security),
- Article 37 (Distribution of MOU and Enactment),
- Appendix A (Salary Table),
- Appendix C (Juvenile Facility Changes),
- Appendix D (Mandatory Time Off),
- Appendix E (Staff Development Freeze),
- Appendix F (Voluntary Time Off),
- Appendix G (Holiday Compensatory Time Off),
- Appendix H (Letter of Understanding related to 2002 meet & confer), and
- New Appendix attaching Side Letter regarding opportunity for SCLEA and County to meet.

The parties also reached agreement on the attached Tentative Agreement on Shift Schedule (Sheriff's Department), which will not be attached to the MOU.

Unless otherwise specified, the changes made by the Tentative Agreements described above shall become effective upon approval by the Board of Supervisors.

This Tentative Agreement sets forth the entire agreement in settlement of the meet and confer regarding the 2013-2015 Memorandum of Understanding. Any proposals not included in this Tentative Agreement that were made by the parties are dropped. All members of the County and SCLEA bargaining teams agree to recommend approval of this Tentative Agreement.

COUNTY OF SONOMA,
TEAM MEMBERS:

6/13/13
Janet Cory Sommer

Lynne Durrell 6/13/13
Lynne Durrell

Sheralynn Freitas

Phil Lawrence

SONOMA COUNTY LAW
ENFORCEMENT ASSOCIATION,
TEAM MEMBERS:

Kimber Williams 6/13/13
Kimber Williams

Angela Abraham

Shaun DuFosee

Bob Jarvis

Kim Murphy

Adrienne Logan

Mike Torres

Richard Walker

Michael Wasson

**COUNTY OF SONOMA**

**SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)**
Bargaining Units: 0030, 0040, 0041, 0070

**TENTATIVE AGREEMENT**

June 8, 2013

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Associaition ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

## ARTICLE 1: TERM

This Tentative Agreement supersedes the one signed on March 4, 2013.

1.1 Effective Dates

The following items shall constitute the wages, hours and other terms and conditions for employees in classifications as listed in Article 2 of this Memorandum of Understanding. The parties agree that all changes contained herein will become effective upon adoption by the Board of Supervisors, unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 11:59 p.m. on ~~November 30, 2012.~~December 1, 2015.

1.2 Notice for Successor Memorandum

In the event ~~the Association~~either party desires to negotiate a successor Memorandum of Understanding, th~~at~~e party~~Association~~ shall serve on the other party~~County by June 1, 2012~~, its written request to commence negotiations. The request shall be served at least six (6) months before the expiration of this Memorandum specified in Section 1.2 – i.e., no later than June 1, 2105.~~as well as its written initial proposals for any successor Memorandum of Understanding~~.

FOR THE COUNTY:

Janet Cory Sommer

FOR SCLEA:

Kimber Williams 6.8.13

June 8, 2013

## COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

## ARTICLE 2 – RECOGNITION

October 5, 2012

## TENTATIVE AGREEMENT – RECOGNITION

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Article 2 as follows:

### ARTICLE 2 – RECOGNITION

The County recognizes the Association as the sole bargaining representative for the Law Enforcement Non-Supervisory, Law Enforcement Supervisory, Corrections and Probationary Non-Supervisory, and Corrections and Probation Supervisory bargaining units. These bargaining units consist of all full-time and part-time employees in regular permanently allocated positions in the classifications listed below:

Law Enforcement Non-Supervisory - Unit 40

D.A. Investigator I

D.A. Investigator II

D.A. Investigator Trainee

Fire Inspector I

Fire Inspector II

Helicopter Pilot

Park Ranger I

Park Ranger II

Senior Fire Inspector

Welfare Fraud Investigator Trainee

Welfare Fraud Investigator I

Welfare Fraud Investigator II

Law Enforcement Supervisory - Unit 41

Senior D.A. Investigator

Senior Welfare Fraud Investigator

Corrections & Probation Non-Supervisory - Unit 30

Children's Residential Care Counselor I
Children's Residential Care Counselor II
Communications Dispatcher I
Communications Dispatcher II
Correctional Deputy I
Correctional Deputy II
Juvenile Correctional Counselor I
Juvenile Correctional Counselor II
Juvenile Correctional Counselor III
Probation Industries Crew Supervisor
Probation Officer II
Probation Officer III
Senior Communications Dispatcher

Corrections & Probation Supervisory - Unit 70

Correctional Sergeant
Supervising Children's Residential Care Counselor
Juvenile Correctional Counselor IV
Probation Officer IV
Probation Industries Field Supervisor
Supervising Communications Dispatcher

FOR THE COUNTY OF SONOMA:

Date: Oct. 5, 2012

FOR SCLEA:

Date: 10/5/12

## COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

## TENTATIVE AGREEMENT

March 15, 2013

## ARTICLE 4 – MANAGEMENT RIGHTS

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Section 4.4 as follows:

4.4 Contracting-Out

The County agrees to meet and confer, upon request of the Association, over the impact to employees of any decision by the County to contract-out significant bargaining unit work to a non-County enterprise or agency. The decision to contract-out such work shall not be subject to meet and confer. The County shall notify the Association of any proposal to contract-out significant bargaining unit work to a non-County enterprise or agency before any final decision on the proposal is made by the Board of Supervisors Upon request of the Association, the County agrees to meet with the Association to consider and discuss the Association's input regarding the County's proposed decision.

FOR THE COUNTY:

Date: 3/15/13

FOR SCLEA:

Date: 3/15/2013

COUNTY OF SONOMA

SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)
Bargaining Units: 0030, 0040, 0041, 0070

# TENTATIVE AGREEMENT

March 15, 2013

## ARTICLE 5 – ASSOCIATION RIGHTS

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Section 5.8 as follows:

5.8 Paid Leave "Pool"

a. Paid Leave

Upon request of the Association, and after approval of the Employee Relations Manager, the County may grant Association paid leave to Association representative(s) to attend to Association business related to County of Sonoma representation, when such business would conflict with the work schedule of an employee representative(s). Such release time shall include reasonable and necessary travel time. "Association business" shall mean Association Executive Board meetings, conventions, seminars or other Association events, all of which must be related to employer-employee relations and involving matters solely pertaining to the bargaining units covered by this Memorandum of Understanding. The total number of hours of Association paid leave will be 400 hours per fiscal year and be available for use as a pool of hours, all to be used by Association representatives, other than the President. Association representatives must contact the Association office to request such paid leave. Upon request, the Association can roll over up to a maximum of one hundred (100) unused paid leave pool hours from one fiscal year to the next.

b. Unpaid Leave

Additional release hours beyond the annual pool of paid Association leave hours may be granted by the County for Association business on an unpaid leave basis or by the employee representative requesting use of accrued vacation and/or compensatory time off. When on

Association leave, bargaining unit members are in off-duty status and the County is not responsible for their actions.

c. Denial Of Leave Requests

The County shall not unreasonably deny a request for paid Association business leave or unpaid leave, vacation and/or compensatory time off for Association business unless the County determines the number of Association representatives requesting time off for Association business would create an undue hardship on operational effectiveness, including excessive overtime costs to replace the absent Association representative(s). ~~Upon request, the Association can roll over up to a maximum of one hundred (100) unused paid leave pool hours from one fiscal year to the next.~~ To expedite resolution of disputes, the Association may file grievances regarding the denial of Association business leave requests beginning at the third step of the grievance process (Article 30, Section 30.10).

d. Indemnification

The Association shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article and/or any action taken or not taken by the County and/or the Association under this Article, including, but not limited to, Association members taking ~~paid~~ release time to attend to Association business. This indemnification clause shall be in addition to any other remedy available to the County under this contract or provision of the law.

~~b. Full Time President's Release Time~~

~~The Association agrees to pay for the full time release (2,080 hours + benefits costs) of its current elected President. Up to a maximum of 500 of the 2,080 hours of release time may be donated voluntarily by represented employees, on a form agreed to by the parties.~~

[Agree to move President's Release Time to its own section, 5.14 and incorporate current side letter agreement into the document]

FOR THE COUNTY:

Date: 3/15/13

FOR SCLEA:

Date: 3/15/2013

# COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

## ARTICLE 5: ASSOCIATION RIGHTS

April 16, 2013

## TENTATIVE AGREEMENT – ASSOCIATION RIGHTS

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Move Appendix I (Revised Letter of Agreement SCLEA President Release Time Conditions) from Appendix I to a new Section 5.14, and revise as follows:

5.14 President's Release Time

~~As part of the negotiated settlement in the 2000-2003 Memorandum of Understanding, the Sonoma County Sheriff's Office Employees' Association – now the Sonoma County Law Enforcement Association (the Association), and the County of Sonoma agreed that the~~The Association President will be released on a full-time basis, effective the first full pay period in July 2000 (7/11/00). The Association is responsible to pay the County for all salary and benefit costs, including accruals, related the President's full-time release - of which 500 hours maximum of earned compensatory time off or vacation may be voluntarily donated by SCLEA-represented employees.

~~The parties re-negotiated the President's benefit reimbursement which was previously limited to 30% of salary. The parties agreed that the Association will repay actual benefit costs to the County from the beginning of the 2003 – 2007 Memorandum of Understanding (MOU), March 4, 2003, and for the term of the MOU. The parties agree that repayment costs back to March 4, 2003, may be equally divided over the remaining months of the MOU, which expires June 18, 2007.~~

5.14.1 President's Release Time – Conditions:

1. Salary: Employee salary will continue to be paid by the County and billed quarterly to the Association by the County. The salary covers sick, vacation and holiday leaves, which are part of

the Association cost reimbursement. Any donated hours will be subtracted from the fourth quarter (of fiscal year) billing.

While on release time the employee will be paid at his/her current step in the salary range at the initial date of release. Salary does not include premiums for specialty assignments, but will include P.O.S.T. pay or other educational incentive pay for which an employee has qualified. Time ~~sheets~~ will be recorded and submitted to the County department by the employee through Time Saver ~~and co-signed by an authorized Association representative~~. Any merit increases will be granted on schedule.

2. Leave Accruals/Service Credit:

   A Sick & Vacation Accruals will continue to be accrued and taken.

   ~~B~~ Holidays: ~~-~~Released President ~~continues to~~ receive~~s 96 hours of~~ holiday time each year in accordance with the requirements of the MOU and County policy applicable to the President/employee's position, which must be taken during the year. Overtime and compensatory time off are not incurred. ~~(~~MOU Articles 20.5 (Compensation for Holidays) and 20.6 (Compensation for Holidays – Day Worked) do not apply.~~)~~

   C Retirement - Retirement service credit accrual will continue. The employee is on paid leave and the Auditor/Payroll Division will deduct both employee and employer contributions, in order to maintain service credit.

3. Worker's Compensation / 4850:

   If an employee on President Release is injured in the course and scope of Association business or County business, the Association will continue to pay the County for 2,080 hours per year at the President's current salary rate. Such employee will not be assigned to limited duty or other department assignment while on Worker's Compensation or 4850.

4. Liability Insurance & Third-Party Claims Against the County:

   The Association will maintain a liability insurance policy with a $3,000,000 coverage limit for directors/officers, including employees on President Release. Employees released from regular County work pursuant to this section perform activities

at the Association's direction and are not agents of the County of Sonoma. The Association agrees to indemnify and hold the County harmless from all claims arising from such activities.

5. Required Training:

An employee on President Release will participate in any training required for the employee to maintain his/her County position and job classification, and the County will ~~be compensated~~pay for all salary and benefits costs associated with the time spent in training. ~~according to the current practice (at time of training) of the employee's department~~

6. County Benefits:

The President shall enjoy all benefits conferred on like-situated employees represented by the Sonoma County Law Enforcement Association Memorandum of Understanding and applicable County of Sonoma rules and policies. No loss of County health, dental, vision, LTD or other benefits will result. If a new benefit or unanticipated impact from an existing benefit not covered in this agreement occurs, the parties agree to reopen this agreement and meet on the issue in question.

7. President's Replacement(s):

~~An agreed average amount of 264 hours of vacation and sick leave is accrued annually by an employee on President's Release. Up to 50% or 132 hours maximum will be re-deposited and available annually for use by other Association Officers who~~ If another employee must act on the President's behalf when he/she is using vacation or sick leave, the County will charge the Association for all salary and benefits costs associated with the replacement's release time. The following conditions apply:

A. If the employee acting on the President's behalf in his/her absence is from the same County Department as the President, he/she will not be provided release time unless pre-approval is sought and granted in advance. The right to refuse such hours for a President's replacement from the same Department is at that Department Head's discretion.

B. The Association agrees to request such release time 14 calendar days (minimum) in advance, whether the employee is from the same or different County Department. The County Department will respond within 74 days of receipt of

the initial request. Failure to provide timely response constitutes *automatic approval.* The Department will not arbitrarily deny the time. Reasons for denial, such as serious operational impacts will be articulated in writing to the Association. The Department may deny the requested release time if overtime costs would be incurred to provide the release time. If the Association agrees to reimburse the County for the overtime costs, then the County may not deny the release time on the sole basis of overtime costs.

8. Shift Bid:

   A. If an incumbent SCLEA President declares his/her intention to run for re-election, the parties agree that he/she will not participate in the upcoming shift bid in his/her County department. Should the President not be re-elected, he/she will be returned to a shift in the same manner, under the same policies and procedures applied to post-shift bid assignments.

   B. If an incumbent SCLEA President declares his/her intention not to run for re-election and is not named on the ballot, he/she will be eligible to participate in the upcoming shift bid in his/her County department.

   C. If an employee (non-incumbent) declares his/her candidacy for the SCLEA President position, he/she will be eligible to participate in the upcoming shift bid in his/her County department, as the outcome of the election is an unknown.

9. Presidential Access to County Facilities:

   With the approval of the designated management representative, the Association President may meet with represented employees at their work locations on matters of mutual interest to the Association and the Department. The President shall give the management representative sufficient notice and information to arrange for the meeting time(s), including the requested duration of the meeting, and to determine if the matter(s) to be discussed are of mutual interest. The management representative may limit the duration of the meeting to meet the needs of the Department. If there is disagreement between the Association and the designated management representative, the Department Head shall have final authority to determine whether the matter(s) to be

discussed is/are of mutual interest. The County agrees to provide the Association with a list of designated management representatives and to keep such list updated.

FOR THE COUNTY OF SONOMA:

Date: 4/16/13

FOR SCLEA:

Date: 4/16/2013

## COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

# TENTATIVE AGREEMENT

June 8, 2013

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

## ARTICLE 7: SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

7.1 Salaries

~~During the term of this agreement, there shall be a zero percent (0.00%) cost of living adjustment (COLA).~~ Salary ~~ranges~~ scales shall be as specified in Appendix A for each classification contained within each of the units represented by the Association.

Effective with the pay period that begins October 28, 2014, the County shall increase by one percent (1.0%) the A Step of each scale in the Salary Table specified in Appendix A. This revised Salary Table is attached to this Agreement as Appendix A-1.

Effective with the pay period that begins August 18, 2015, the County shall increase by two percent (2.0%) the A Step of each scale in the Salary Table specified in Appendix A-1. This revised Salary Table is attached to this Agreement as Appendix A-2.

7.1.1 Pension Pick Up

Effective the first full pay period on or after adoption of this MOU by the Board of Supervisors, ~~T~~the County will cease providing the ~~pick up~~ one percent (1%) pick up of the employee's share towards Retirement. ~~effective the pay period beginning December 16, 2008~~

7.1.2 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 eighty (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.

7.2 Salary Upon Employment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary ~~range~~ step for the class.

7.3 Advanced Step Upon Employment

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.

7.4 Reappointment Consideration

Any full-time or part-time employee who resigns in good standing, and who is reappointed on a full-time or part-time basis in the same class or a closely related class in the same salary ~~range~~scale or in a lower salary ~~range~~ scale within five years after resignation may, upon approval by the County, be paid at any step in the appropriate salary ~~range~~scale, but not less than two steps below the step paid at the time of resignation. Approval of the County is only required if the person is rehired at a step which exceeds step paid at the time of resignation.

7.5 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 which is nearest in amount to that of the step received in the class held immediately prior to such appointment. Employment at a higher salary step not to exceed the maximums of the ~~range~~ scale may be authorized upon recommendation of the department head.

7.6 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 in the same class from which separated or in a closely related class in the same salary ~~range~~scale, or in a lower salary ~~range~~ scale than the class from which separated shall be paid at the salary step closest to but not exceeding the step of the applicable ~~range~~ scale paid at the time of displacement, layoff or voluntary demotion. 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 merit increase.

7.7 Salary Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position in a class allocated to a higher salary ~~range~~ scale than the class from which the employee was promoted shall receive the salary step rate of the appropriate ~~range~~ scale 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 ~~range~~scale 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 subsequently 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 Section 7.21.

7.8 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 which in no way exceeds the top of the ~~range~~scale.

7.9 Salary Upon Demotion During 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.

7.10 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Section 7.9 do not apply, who is demoted involuntarily to a position in a class which is allocated to a lower salary ~~range~~ scale than the class from which the employee is demoted shall have the employee's salary reduced to the salary in the ~~range~~ scale for the new class which is the 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 ~~range~~ scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

7.11 Salary Upon Voluntary Demotion

A full or part-time employee, to whom the circumstances described in Section 7.9 above do not apply, who is demoted voluntarily or who is displaced as a result of layoff to a position in a class which is allocated to a lower salary ~~range~~ scale than the class from which the employee is demoted, or displaced as a result of layoff shall receive the highest salary step in the ~~range~~ scale for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary ~~range~~ scale for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

7.12 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.

7.13 Salary Upon Transfer

A full-time or part-time employee ~~may~~ 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 having a salary range within a maximum of plus or minus two and one half percent (2½%) of the employee's current salary range as long as the employee meets the minimum qualifications of the new class.~~ A full or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related job class as defined in the Civil Service Rules for which s/he possesses the minimum qualifications shall be paid at the step in the new scale nearest in amount to what the employee received prior to transfer.

7.14 Salary Upon Reallocation of Class

An employee in a position in a class which is reallocated from one salary ~~range~~ scale to another shall continue to receive the same salary step.

7.15 Salary Upon Reclassification of Position - Same Salary

Whenever a position is reclassified to a class which is allocated to the same salary ~~range~~scale, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position.

7.16 Salary Upon Reclassification of Position - Higher Salary

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary ~~range~~scale, the salary of the incumbent shall be as provided in Section 7.7 if the incumbent is appointed to fill the position.

7.17 Salary Upon Reclassification of Position - Lower Salary

Whenever a position is reclassified to a class which is allocated to a lower salary scale~~range~~, the salary of the incumbent shall be as provided by Section 7.11, if the incumbent is appointed to fill the position. Whenever the effect of reclassification is to reduce the salary of an incumbent, 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, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y-rate) of the salary scale~~range~~ for the employee's class.

7.18 Merit Advancement Within Salary ~~Range~~Scales

Merit increases within a scale~~range~~ shall not be automatic. They shall be based upon merit and shall require a written performance evaluation with a minimum satisfactory overall rating. An employee with a less than satisfactory overall rating on the employee's most recent performance evaluation shall not be eligible for a merit increase until the employee receives an overall rating of satisfactory. The performance evaluation shall be reviewed by the employee's department head and approved in writing prior to the granting of any merit increase. Merit increases shall be made within the appropriate salary ~~range~~scale 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.

7.19 Performance Appraisals

Performance appraisals of full-time and part-time employees which deny a merit salary increase or have an overall rating of "unsatisfactory" may be grieved at the employee's option through the 3rd step of the Grievance Procedure established under this Memorandum for a final decision.

7.20 Salary Upon Advancement Within a Range

Each employee shall be considered for an initial merit increase when the employee's total hours in pay status within the same class, exclusive of overtime, equals 1,040 hours. Thereafter, an employee shall be considered for subsequent merit increases when the employee accumulates 2,080 hours pay status, exclusive of overtime.

7.21 Effective Date of Merit Increase

~~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 with the implementation of the Human Resources Management System (HRMS), the effective date of the merit~~ Merit increases shall become effective the start of the work day during which the employee becomes eligible for the merit increase.

7.22 Salary Upon Temporary Assignment to a Higher Class

An employee assigned by the ~~department head~~appointing authority to perform the full range of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an approved leave of absence, who meets the minimum qualifications ~~of~~ for the higher classification, and who completes a training period in the higher classification of one hundred and twenty (120) hours aggregate, shall be ~~paid thereafter as follows: according to~~placed at the ~~salary of the range for~~step in the new class ~~which would constitute an increase in salary at the step~~that is most closely equivalent to five percent (5%) greater than the employee's salary before promotion, but not less than the 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 any authorized 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. All other benefits to which an employee is entitled under the terms of this MOU shall continue and no additional benefits will be provided to employees temporarily assigned to a higher class. The employee will have the right to refuse higher classification assignments.

~~At the completion of the one hundred and twenty (120) hour period, the employee and Department must complete the appropriate personnel forms for approval by the Human Resources Department~~When the temporary assignment ends, merit hours completed during the temporary assignment to the higher class will be applied to the primary assignment for purposes of determining step placement and eligibility for subsequent merit increases.

7.23 Subsequent Reassignment

An employee subsequently reassigned after the completion of the one hundred and twenty (120) hour training period in Section 7.22 will immediately receive the salary provided in Section 7.22 above.

7.24 Salary Upon Disciplinary Reduction In Pay

No disciplinary reduction in salary step(s) shall exceed five percent (5%) over a time period of one thousand and forty hours (1,040) and shall not result in a step placement less than the minimum for the class. A reduction in compensation shall apply only to regular hours worked and hours treated as hours worked, which currently includes paid administrative leave, jury duty leave, military leave and compassionate leave. The rate reduction excludes premiums, overtime, vacation and compensatory time accruals and usage,

and vacation, sick and compensatory time pay off. Employees may appeal to the Civil Service Commission from an order reduction in compensation pursuant to the Rules of the Civil Service Commission.

FOR THE COUNTY:

6/8/13

Janet Cory Sommer

FOR SCLEA:

6-8-13

Kimber Williams

# COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

## TENTATIVE AGREEMENT

June 8, 2013

The County of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and approval by the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

## ARTICLE 8: SPECIAL COMPENSATION BENEFITS

8.1 Special Compensation Premium Pays

Premium pays provided herein will not be added to an employee's base hourly rate for computing overtime or any other differential, premium pay, or any other specialty pay unless specifically provided for herein or as required by law.

8.2 Specialist Premiums

The County will provide specialist premium compensation to employees whom the Department Head assigns to a specialized unit of duty from among those assignments listed below. The specialist premium compensation shall be in lieu of any other payment for hazard pay and for any other payment for any and all hours of overtime worked while attending or participating in mandatory training in such specialty, except as otherwise required by law. Employees assigned to a specialist assignment will receive the specific premium identified for that assignment as an addition to the employee's base hourly rate, according to the levels listed below and shall only be paid for hours worked except where specified. ~~Level II premiums are included in the base rate of "non-civil service" job classes listed in the Salary Tables herein.~~ An employee in a unit who is assigned to more than one specialty assignment shall receive the combination of the different premium pays up to and including a total of ten percent (10.0%) above the base hourly rate. Specialist premium pay shall be compensated according to the levels shown below:

| ASSIGNMENTS | AMOUNT |
|---|---|
| ~~LEVEL I – PAID ON HOURS WORKED ONLY~~ | |
| CLASSIFICATION OFFICER | 5.0% |
| CRISIS NEGOTIATION OFFICER | 5.0% |
| SERT | 5.0% |
| DISPATCH TRAINING OFFICER | 5.0% |
| FACILITIES TRAINING OFFICER (FTO) | 5.0% |
| FTO PROGRAM SERGEANT | 5.0% |
| GRIEVANCE/DISCIPLINE OFFICER | 5.0% |
| INMATE PROGRAM SERVICES OFFICER | 5.0% |
| ~~OFFSITE ASSIGNMENT – PROB.OFFICER IV~~ | ~~5.0%~~ |
| ~~PROBATION OFFICER III - DRUG TASK FORCE~~ | ~~7.0%~~ |
| ~~PROBATION OFFICER III – GANG TASK FORCE~~ | ~~7.0%~~ |
| PROBATION TRAINING COORDINATOR/FIREARM INSTRUCTOR | 5.0% |
| ~~LEVEL II – JOB CLASS RELATED SPECIALTY ASSIGNMENTS **~~ | |
| PERSONNEL/BACKGROUND INVESTIGATOR | 5.0% |
| I. A. INVESTIGATOR | 5.0% |

Effective with adoption of this revised Section, Gang Task Force specialty pay will no longer be provided. Members receiving the premium at the time the revised Section is adopted will continue to receive the premium until the assignment ends, or through January 6, 2014, whichever comes first.

~~** PERSONNEL/BACKGROUND INVESTIGATOR AND I.A. INVESTIGATOR ARE NON-CIVIL SERVICE JOB CLASSES. PREMIUMS IN THESE CLASSES ARE INCLUDED IN BASE HOURLY RATE, AND INCLUDED IN RETIREMENT CALCULATIONS.~~

8.3 Specialty Assignment Trial Period

An employee assigned to a specialty assignment covered by Article 8.2 shall serve an initial six (6) consecutive months trial period in the specialty assignment effective from the date the employee was put in the assignment during which he or she may be removed from the assignment in the department heads sole discretion. Reassignment of an employee from a specialty assignment prior to the end of the sixth month of such assignment does not require a statement of cause or showing of cause under the rules of the Civil Service Commission.

8.4 Specialty Assignment Guarantee Period

Once an employee in a specialty assignment has served the six (6) month

trial period, the employee shall be entitled to a guarantee period which shall last for an additional thirty (30) months. The department head may remove the employee involuntarily from the specialty assignment during the guarantee period for cause as state in rule 10 of the Civil Service Rules, or for reasons under Rule 11 of those rules relating to position allocation reductions. In the event an employee voluntarily transfers from a specialty assignment, any entitlement to a guarantee period is forfeited.

When the department requires temporary assignments, due to situational conditions, to specialty classifications the employee temporarily assigned shall not be covered by the guarantee provisions of this article. During such temporary assignments the employee will be compensated at the premium rate listed in Article 8.2.

Temporary Facilities Training officer assignment will be for a minimum of three (3) months, such assignment may be extended at the discretion of the Sheriff's Department. Any subsequent reassignment to Temporary Facilities Training officer will result in a new three (3) month guarantee.

8.5 Specialty Assignment Continuation

The department head may retain an employee in a specialty assignment beyond the guarantee period and may reassign~~ing~~ the employee from the specialty assignment after the guarantee period in his/her sole discretion. Reassignment of an employee beyond the guarantee period does not require a statement of cause or showing of cause under the rules of the Civil Service commission.

8.6 POST Premiums

Each employee who has been awarded a valid intermediate or advanced certificate issued by the California Commission on Peace Officer's 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 intermediate certificate shall receive two and one half percent (2.5%) of employee's base hourly rate for all compensation purposes, including overtime, and retirement. Each eligible employee who has been awarded a valid advanced certificate shall receive five percent (5%) of employee's base hourly rate for all compensation purposes, including overtime and retirement.

The payments set forth in this Section ~~8.3~~8.6 shall become effective at the beginning of the first full pay period following date of eligibility or application for the specified POST premium, whichever date is later. No employee shall receive POST Premium compensation for a valid intermediate or advanced

certificate issued by POST if such a certificate is required by the minimum qualifications of the employee's class or position.

8.7 Park Ranger I/II – Premium Assignment and Housing

8.7.1 Park Ranger I/II - Assignment and Transfer

The Regional Parks Department maintains the right to assign and transfer an employee to a specific reporting location. If a transfer is at the direction of the department, the employee will be given at least seven (7) days notification. At least thirty (30) days notification shall be given of any transfer directed by the department that exceeds twenty-five (25) miles or requires the employee to relocate his/her permanent residence. Employees transferred at the direction of the department over twenty- five (25) miles, or who are required to relocate their permanent residence shall also be entitled to up to three (3) days of paid moving leave, and reimbursement for moving expenses of up to $300 for rental of truck or trailers upon submitting receipts for approval to the Director of Regional Parks.

8.7.2 Park Ranger I/II - Housing

Any employee in the class of Park Ranger I/II may be assigned to live in County-provided housing. Consideration in assignment to housing within each ranger area will be given to rank in the following order by earliest hire date: 1) Rangers, 2) Park Maintenance Workers, 3) Aquatic Specialist, 4) Events Services Supervisor, and 5) Building Events Workers.

8.7.3 Park Ranger I/II - Maintenance Fees

Once a Housing License Agreement is signed by a Park Ranger residing on County property, it shall be a condition of employment. No rent is charged. The employee granted a license to utilize the assigned housing will be charged an individual maintenance cost based upon the cost of providing utilities and normal maintenance upkeep of the residence structure. The Board of Supervisors shall set the maintenance fee, subject to the provisions of this Section (~~8.4.3~~8.7.3), and this fee shall be deducted from the employee's paycheck. Maintenance fees will not, in any case, exceed fifteen percent (15%) of the salary of each licensed employee based upon the base hourly rate of the employee. Each licensed employee shall be responsible for any possessory interest tax levied against him or her. Maintenance fees may be increased by the County with each adjustment being a percentage amount not exceeding the

percentage amount of the cost-of-living salary adjustment, excluding equity adjustments, in the preceding fiscal year under this Memorandum.

8.7.4 Park Ranger I/II - Special Provisions

The reasonable cost of the housing shall not be added to the employee's base hourly rate in ~~computing~~Computing the employee's regular rate of pay. In addition, no Standby or Callback will be paid to Park Ranger tenants, except that off-shift work including emergency responses, will be counted toward hours worked for the purpose of computing overtime. Park Ranger tenants shall maintain and submit a log identifying off-shift work and time spent performing this work in the regular work period in which overtime is claimed.

8.7.5 North Coast Assignment Premium

Any employee in the class of Park Ranger I or Park Ranger II who is permanently assigned to the North Coast reporting locations for Stillwater Cove and Gualala shall receive a ten percent (10%) premium for all hours ~~in paid status~~actually worked.

8.8 Title IV E – Part time – Masters of Social Work (MSW) in Public Child Welfare – Internship

For the term of this agreement only, the County will establish a pilot program for current employees of the Human Services Department who have been accepted into an accredited MSW Program with an emphasis in Public Child Welfare, approved by the Human Services Department.

The employee selected for the internship program would remain in their base classification and pay rate and would be allowed time away from their regular responsibilities up to sixteen (16) hours per week for completing their required field placement work which would take place at the County of Sonoma's Human Service Department.

The County and Association agree that the internship hours that occur during regular working hours (16 hours per week), are compensable hours. All other hours required of the Title IVE program are not compensable work hours.

This program is strictly voluntary and the internship duties do not directly relate to the employee's base classification. Completion of coursework related to the MSW and homework is not part of the program and would be completed outside the employee's regular work hours.

Section 8.10 is not grievable or arbitrable under Article 30 of this MOU.

8.9 Title IVE – Full Time Masters of Social Work (MSW) in Public Child Welfare – Education Leave

8.9.1 Education Leave (MSW) – Health Benefit Continuation

Notwithstanding the provisions of Section 18.6, employees in the Human Services Department who are authorized a Leave of Absence to attend graduate school under the IV-E Training Program, to obtain a Masters of Social Work in Public Child Welfare (MSW), shall be entitled to continue the County Health Benefit insurance program during the education leave. The County shall continue to make its normal health benefit contribution for the employee as provided under

Section 18.2.3 (County Contribution toward Active Employee Medical Benefits). The employee shall make appropriate payments acceptable to the Auditor-Controller-Treasurer-Tax Collector to continue his/her portion of the premium during the leave.

8.9.2 Education Leave (MSW) – Employee Requirements

Each employee shall comply with all requirements of the Department in applying for the educational leave. The employee shall agree and contract with the County, that upon return from leave, he/she will continue working for the County for a minimum of one (1) year for each year of approved education leave. If, for any reason, the employee is not able to satisfy the agreement, then the employee shall repay the County for the total cost of the County's contribution for the continuance of the health insurance benefit during the approved period. The County Department of Human Services may waive the pay back requirement under this Section.

8.9.3 Education Leave (MSW) – Non-Grievability

Section 8.11 is not grievable or arbitrable under Article 30 of this MOU.

8.10 Helicopter Training Premium

Any County Helicopter Pilot FAA certified as a trainer shall receive a five percent (5%) premium to his/her base salary for all actual hours worked spent training other County Helicopter Pilots during their first year of employment. The premium will not be paid for hours not spent training other County Helicopter Pilots.

FOR THE COUNTY:

6/8/13

Janet Cory Sommer

FOR SCLEA:

6.8.13

Kimber Williams

**COUNTY OF SONOMA**

**SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)**
Bargaining Units: 0030, 0040, 0041, 0070

# TENTATIVE AGREEMENT

June 8, 2013

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

## ARTICLE 10 – UNIFORMS & SAFETY BOOTS

10.1 General Provisions

In its sole discretion, the County shall determine which classifications shall be required to wear uniforms and/or safety boots as a condition of employment. The parties acknowledge that County-issued uniforms and safety boots are not suitable for everyday wear outside working hours, and that employees shall use the uniforms and safety boots only while on duty and traveling to and from County work.

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Each employee who is issued a uniform and/or safety boot voucher shall wear the required uniform or safety boots for the employee's specific work assignment. Any employee who terminates employment with the County must return all uniform items to the County; safety boots need not be returned.

10.2 Uniforms

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Each employee covered by this Memorandum of Understanding who is required to wear a uniform shall be assigned a full complement of uniforms that meet the specifications prescribed by the County. Each employee who is required by the department head to perform an assignment in which the employee is required to be in uniform shall wear the uniform that conforms to the specifications required by the County. Employees assigned to duties requiring the wearing of a uniform shall be entitled to the replacement of worn out or damaged uniform items as long as they continue to be assigned to such duties provided that such damage occurred through no fault of the

employee. Employees who are not assigned to duties that require the wearing of a uniform shall be responsible for the maintenance of a serviceable dress uniform that meets County specifications.

10.3 Safety Boots

Upon initial employment and annually on the first payday in December of each fiscal year, the County shall provide an annual voucher of $200.00 towards the purchase of required safety boots for each employee in the following classifications: Park Ranger I, Park Ranger II, Probation Industries Crew Supervisor, and Probation Industries Field Supervisor.

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FOR THE COUNTY:

Janet Cory Sommer 6/8/13

FOR SCLEA:

Kimber Williams 6.8.13

Replaces Prior Version

# COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

# TENTATIVE AGREEMENT

June 8, 2013

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

## ARTICLE 12 - DEFERRED COMPENSATION AND RETIREMENT

12.1 Deferred Compensation - Voluntary Program

The County agrees to maintain the current voluntary deferred compensation plan for bargaining unit members eligible under Federal law and the rules of the deferred compensation plan.

12.2 Deferred Compensation - County Paid Program

12.2.1 Effective the first pay period on or after the Board of Supervisors approves this Agreement, the County shall cease making contributions to the County-paid deferred compensation plan (previously 2.0% of base salary bi-weekly for safety members, and 1.0% of base salary bi-weekly for general members).

12.2.2 As part of negotiations for a successor MOU, the parties shall meet and confer regarding ~~The County will continue the~~ contributions to a County-paid deferred compensation plan for bargaining unit members eligible under federal law and plan rules. The status quo for purposes of the successor MOU meet and confer regarding County-paid deferred compensation shall be as follows (effective upon expiration of the MOU):

12.2.1.1 For each Safety member of the Sonoma County Employees Retirement Association, the County shall deposit ~~two~~one percent (~~2~~1.0%) of the employee's bi-weekly base salary into the employee's deferred compensation account.

12.2.1.2 For Non-safety, General members of the Sonoma County Employees Retirement Association, the County shall deposit one percent (1.0%) of the employee's bi-weekly base salary into the employee's deferred compensation account.

12.2.1.3 To receive such deferred compensation, such employees must be in pay status for at least fifty (50%) of the employee's allocated full-time equivalent (FTE) position. County-paid deferred compensation under this Section (12.2) shall be included in the calculation of retirement contributions.

12.3 414(h)(2)-Tax Deferred Retirement Contribution

All employees covered by this Memorandum who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code which will have the effect of deferring Federal and State income taxes on the retirement contribution.

12.4 Safety Employees Hired Before January 1, 2013
~~(3% at 55 – 3% at 50 Enhanced Safety Retirement Program)~~

Effective January 1, 2013, this Section 12.4 (including subsections) shall apply to safety employees hired before January 1, 2013 who are contributing members of the Sonoma County Employees' Retirement Association ("SCERA") and to employees hired after that date who qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related SCERA reciprocity requirements:

12.4.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 12.4 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

12.4.2 3% @ 50 Pension Formula

~~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, t~~The "3% at 50" enhanced retirement program will be available to ~~all represented~~safety employees covered by this Section 12.4 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.~~

12.4.3 Required Employee Contribution

SCERA members covered by this Section 12.4 will contribute the amount required by SCERA as employee contributions, and shall continue to contribute an additional three percent (3%) of any compensation from which retirement deductions are required to be made to their employee retirement account. ~~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 March, 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 employee retirement account.~~ The additional contributions shall be deducted from the employee's 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 until July 2024~~unless modified by a subsequent agreement between the County and SCLEA. 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~~.

12.5 New Retirement Tier For Safety Employees Hired On or After January 1, 2013

Effective January 1, 2013, this Section 12.5 (including subsections) shall apply to safety employees who are contributing members of the SCERA who

were hired or on after January 1, 2013 and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02 (c).

12.5.1 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, final compensation shall mean the highest average pensionable compensation earned during 36 consecutive months of service.

12.5.2 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 apply to employees covered by this Section 12.5 who are contributing members of the SCERA.

12.5.3 Required Employee Contribution

As required by Government Code Section 7522.04(g), SCERA safety members covered by this Section 12.4 shall pay 50 percent (50%) of normal costs. In addition, effective January 1, 2013, SCERA members covered by this Section 12.5 shall pay 3.0 percent (3%) of any compensation from which retirement deductions are required to be made to their employee retirement account. The additional contributions shall be deducted from the employee's 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 will continue until July 2024.

12.6 General Employees Hired Before January 1, 2013 (3% at 60 Enhanced Retirement Program)

Effective January 1, 2013, this Section 12.6 (including subsections) shall apply to general employees hired before January 1, 2013 who are contributing members of the SCERA and to employees hired after that date who qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related SCERA reciprocity requirements:

12.6.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 12.6 shall mean

the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

12.6.2 3% @ 60 Pension Formula

~~Effective June 22, 2004, t~~The "3% at 60" enhanced retirement program will be available to ~~represented~~general employees covered by this Section 12.6.~~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 State law requires that the "3% at 60" benefit be implemented for all General members on the same date.~~

12.6.3 Required Employee Contribution

SCERA members covered by this Section 12.6 will contribute the amount required by SCERA as employee contributions, and shall continue to ~~On the above date, represented General members of SCERA will begin contributing~~contribute an additional 3.03 percent (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 programs will continue until July 2024. ~~unless modified by a subsequent agreement between the County and the SCLEA. 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 covered by this Section 12.6 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 (20) period to pay one percent (1%) of the normal retirement cost going forward. Additional savings from the County Health Plan revisions (.27%) is also directed to fund the normal cost above.~~

~~12.6 The parties agree to a reopener during the term of the agreement on the subject of implementation of new second tier "safety" and "general" retirement programs for new hires, to be effective July 1, 2012.~~

12.7 New Retirement Tier For General Employees Hired On Or After January 1, 2013

Effective January 1, 2013, this Section 12.7 (including subsections) shall apply to general employees hired on or after January 1, 2013 who are contributing members of the SCERA and to employees hired after that date who qualified for pension reciprocity as stated in Government Code Section 7522.02 (c).

12.7.1 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, final compensation shall mean the highest average pensionable compensation earned during 36 consecutive months of service.

12.7.2 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 12.7 who are contributing general members of the SCERA.

12.7.3 Required Employee Contribution

As required by Government Code Section 7522.04(g), SCERA general members covered by this Section 12.7 shall pay 50 percent (50%) of normal costs. In addition, effective January 1, 2013, SCERA members covered by this Section 12.7 shall pay 3.03 percent (3.03%) of any compensation from which retirement deductions are required to be made to their employee retirement account. The additional contributions shall be deducted from the employee's 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 will continue until July 2024.

FOR THE COUNTY:

Janet Cory Sommer 6/13/13

FOR SCLEA:

Kimber Williams 6/13/13

## COUNTY OF SONOMA

### Sonoma County Law Enforcement Association (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

# TENTATIVE AGREEMENT

June 8, 2013

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

## ARTICLE 14: HOURS AND OVERTIME

Revise Article 14, Section 14.8 as follows:

14.8 Non-Statutory Overtime

Non-statutory overtime for the *non-sworn, non-exempt employee* is defined as hours in pay status, except sick leave, in excess of forty (40) hours in a 7-day work period. For the *sworn, non-exempt employee* and for the *exempt employee*, non-statutory overtime is defined as hours in pay status, except sick leave, in excess of eighty (80) in a regular 14-day work period. Non-statutory overtime for all employees is also defined as hours in pay status, except sick leave, in excess of the normal full-time daily work shift established by the department head or any other circumstance except Section 14.6 where overtime pay is provided in this Memorandum.

FOR THE COUNTY:

Janet Cory Sommer

FOR SCLEA:

Kimber Williams 6.8.13

Kimber Williams

COUNTY OF SONOMA

SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)
Bargaining Units: 0030, 0040, 0041, 0070

# TENTATIVE AGREEMENT

June 10, 2013

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

This Tentative Agreement incorporates and supersedes the agreement on Article 18, Section 18.4, signed December 19, 2012.

## ARTICLE 18 - HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

18.1 Active Employee Health Plans

~~Effective June 2, 2009, a~~ An eligible employee and eligible dependent(s) (as defined below), 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 retirees' 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 18.2.~~8~~ 6 regarding plans offered and pro-ration 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.

18.2 Participation in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to participate 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 to permanently allocated position of .49 FTE 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 IRS Section 125 or as required by HIPAA or other applicable regulations.

The effective date of benefits will be the first of the month following date of ~~hire or~~ initial eligibility.

18.2.1 County Offered ~~Participating Provider Option (PPO)~~ Medical Plans

~~For members represented by SCLEA, t~~There ~~are two~~ three medical plans ~~in addition to the HMOs described in 18.2.2:~~ The County offers three medical plans, the~~-~~ County Health Plan PPO, ~~and~~ County Health Plan EPO, and Kaiser HMO, ~~and UnitedHealthCare High Deductible Health Plan (HDHP)~~. The benefit provisions, co-payments and deductibles of each plan are outlined in the ~~Plan's~~ Summary Plan Description or Evidence of Coverage.

~~18.2.2 County Offered Health Maintenance Organization (HMO) Medical Plans~~

~~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 have the following co-pays:~~

| ~~Benefit Type~~ | ~~Co-pay~~ |
|---|---|
| ~~Kaiser Office Visit~~ | ~~$10~~ |
| ~~Kaiser Prescription Drug~~ | ~~$5 generic/ $10 formulary brand name~~ |
| ~~UnitedHealthCare Office Visit~~ | ~~$10~~ |
| ~~UnitedHealthCare Prescription Drug~~ | ~~$5 generic/ $15 formulary brand name/ $30 non-formulary brand name~~ |

~~For all other plan benefits and provisions, refer to the insurance carrier's plan document for each HMO medical plan.~~

18.2.~~3~~2 County Contribution toward Active Employee Medical Benefits

~~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 18.2.~~8~~6.

18.2.~~4~~3 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 b~~Benefits ~~and~~ provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage. ~~refer to the insurance carrier's plan document.~~

The employee contribution~~(s) will be:~~

~~Effective the pay period beginning December 16, 2008: Employee Contribution~~ shall be $12 per pay period ($26.08 per month).

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 18.2.~~8~~6.

18.2.~~5~~4 Vision Benefits

The County ~~will~~ provides vision ~~and computer vision care~~ benefits to full-time active employees and their dependent(s), and computer vision care benefits to full-time active employees, with no employee contribution. ~~For all plan benefits and provisions, refer to the insurance plan documents. The County will pay the total cost of the premium for vision benefits for full time active employees.~~

Part-time employees will automatically be enrolled in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 18.2.8. Benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.

~~18.2.6 Computer Vision Care Benefits~~

~~The County will offer a Computer Vision Care (CVC) benefit. Full and part-time employees who are assigned to use a computer for twenty (20) 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 (20) 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.~~

18.2.~~7~~5 Life Insurance

The County provides ~~shall offer, at no expense to the employee,~~ a basic term-life insurance plan in the amount of $25,000 for an allocated full-time equivalent position of sixty (60) hours or more (.75 FTE or more) with no employee contribution. Enrollment in basic life insurance is automatic, based on eligibility. Part-time employees who are regularly scheduled to work less than sixty (60) hours per pay period may purchase coverage through payroll deduction.

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.~~

Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility or during the annual open enrollment periods specified in Section 18.2. The employee may purchase supplemental coverage in increments one times (1X) to four times (4X) the basic coverage to a maximum of $500,000 in accordance with the insurance carrier's policy. 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. ~~If less than forty percent (40%) of eligible employees purchase supplemental coverage, then health evidence of insurability will be required of all employees purchasing supplemental benefits.~~ 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.

18.2.~~8~~6 Part-Time Employee – Health Benefits

Part-time employees in allocated positions of thirty-two (32) hours or more biweekly (.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, excluding overtime.

18.3 Employee Assistance Program

The County ~~will continue the current level of benefits under the~~ provides an enhanced ~~special~~ Employee Assistance Program (EAP) for law enforcement ~~for all represented~~ employees.

18.4 Long-Term Disability (LTD)

18.4.1 Full-Time Employee Coverage

The Association has elected to purchase Long-Term Disability benefits ~~from an outside provider~~offered through PORAC as a part of Association membership. This coverage is available only to full-time employees. Coverage for full-time employees is mandatory, based upon provider's policy, and premiums will be paid by the employees ~~by~~ through a payroll deduction on the first payroll of each month. An amount equivalent to the premium will be paid to the employee ~~and included in retirement calculations on the pay date the deduction is taken~~.

The insurance provider will be required to supply the County information on benefits paid to employees. Sick leave accruals may be used to supplement Long-Term Disability benefits according to the plan document.

~~Prior claims under the County's self-insured plan will be processed according to the procedures set forth in the County's plan document.~~

The Association will provide to the Human Resources Department a monthly list of applicants and recipients, including a list of approvals and denials, and a copy of any changes to the LTD policy as the changes occur. In addition, any separately purchased plan by the Association, shall comply with the County's Transitional Duty Policy, including a requirement that benefits shall cease should an employee refuse a transitional duty assignment.

18.4.2 Claims Disputes over LTD – Full-Time Employees

~~Outside Provider~~PORAC Plan: Employees shall utilize the appeal procedures in the PORAC plan for any dispute regarding ~~new~~ claims under the~~is~~ plan described in Section 18.4.1.

18.4.3 Part-Time Employee Coverage

Because the Long-Term Disability benefit plan described in Section 18.4.1 is not available to part-time employees, the County shall provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable County plan document for part-time employees (0.4 FTE

minimum) who meet the Plan eligibility requirements. The Plan document can be found at:

http://www.sonoma-county.org/employees/emp_benefits.htm - ltdp
http://hr.sonoma-county.org/content.aspx?sid=1024&id=1509.

Benefit eligibility begins after 60 calendar days of disability. The benefit waiting period is the longer of 60 days, or the period the employee elects to receive paid leave. Employees eligible to received LTD benefits pursuant to this Section 18.4.3 are not required to exhaust sick leave before receiving LTD benefits, but an employee who chooses to use sick leave or other paid leave after the 60th day of disability is not eligible to receive any LTD benefits until the employee stops using paid leaves. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as, short-term disability benefits, social security and social security disability benefits, etc.

18.4.4 Long-Term Disability Claims Dispute – Part-Time Employees

The Provider claims dispute process for LTD benefits provided pursuant to Section 18.4.3 is described in the Summary Plan Description or Evidence of Coverage Document. The County Human Resources Risk Management Division will assist employees with claims dispute processing, related to the County's outside LTD provider.

18.5 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.

18.5.1 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 bi-weekly 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.

18.6 Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay

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 fifty percent (50%) of the employee's allocated full-time equivalent (FTE) in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total benefit premiums if the employee desires to continue any 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 not less than fifty percent (50%) of the employee's allocated full-time equivalent (FTE) in a pay period, the County will continue to pay its normal benefit contributions.

18.6.1 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 (14th) 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 thirteenth (13th) pay period, 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 (18.6.1) 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 18.6.1 (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 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~~ begins 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. Benefit coverage begins the first of the following month~~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~~.

18.6.2 Continuation of Health Benefits Coverage

An employee, who is entitled to continued benefit coverage as specified in Section 18.6 (Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay) and 18.6.1 Medical/Pregnancy Disability Leave), must notify the Auditor-Controller-Treasurer-Tax Collector (ACTTC) no later than five (5) County business days after the first (1st) day of the leave of absence, of the employee's intent to continue insurance coverage. The employee must apply for a leave by completing a Leave of Absence Form.

If the Department authorizes the leave, the Department shall forward the completed Leave of Absence Form to the ACTTC's Office. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's office 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, 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. If the employee fails to make proper payment ~~to the ACTTC by the end of the second (2nd) pay period~~within 30 days of the first due date, the employee's continued medical, dental, vision, life insurance and Long-Term Disability coverage shall be terminated.~~–~~. Coverage will not be reinstated until the 1st of the month following return to pay status

18.6.2.1 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 18.2.8. 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 18.4 (Long-Term Disability).

18.7 COBRA

The County ~~will continue to~~ provides ~~insurance~~ continuaton of health benefits at group rates plus two percent (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.~~

18.8 Salary Enhancement Plans

IRS Section 414(h)

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 employee's ~~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 Child and~~provides a Dependent Care Assistance ~~Plan~~ Program ~~under IRS Code Section 129 S~~ subject to the limitations and maximums as stipulated under law.

All of these plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, will not be grievable or arbitrable.

18.9 Plan Documents and Other Controlling Documents

While mention may be made 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-line at the following location:

http://hr.sonoma-county.org/documents/open_enrollment_2010-2011/2010-2011_employee_health_welfare_benefits.pdf

~~18.10 Long Term Care – Payroll Deduction~~

~~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.~~

18.10 Health and Welfare Benefits Health Care Reform Compliance Reopener

The County and the Association agree to a reopener to make necessary changes to health and welfare benefit eligibility and/or coverage options as required by the Patient Protection and Affordable Health Care Act (PPACA), commonly referred to as Health Care reform, or as required by similar subsequent statutes or regulations implemented during the term of this agreement.

18.11 Effective the first pay period on or after the Board of Supervisors approves this MOU, all eligible full and part-time employees as defined in Article 3, Section 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 18.2.6.

| | Effective first pay per after adoption – 8/14/2014 | | Effective 8/15/2014 - 5/11/2015 | | Effective 5/12/2015 – 12/1/2015 | |
|---|---|---|---|---|---|---|
| Coverage Level | Per Pay Status Hour | Monthly Equivalent | Per Pay Status Hour | Monthly Equivalent | Per Pay Status Hour | Monthly Equivalent |
| EE +1 | $ .58 | $ 100 | $ .71 | $ 124 | $ .97 | $ 169 |
| EE + 2 | $ 1.73 | $ 300 | $ 2.30 | $ 400 | $ 2.67 | $ 465 |

Access to reimbursement under the HRA Plan will become effective beginning the first pay period on or after the Board of Supervisors approves this MOU. 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 tot his 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 Article 19, Section 19.5. The parties agree that the health benefits in this Article 18 are available only to active employees. When this MOU ends on December 1, 2015, the parties agree that the health benefits in this Article 18 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 this Section 18.11.

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:

6/13/13
Janet Cory Sommer

FOR SCLEA:

6/13/13
Kimber Williams

Signed 4/16/13

COUNTY OF SONOMA

SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)
Bargaining Units: 0030, 0040, 0041, 0070

# TENTATIVE AGREEMENT

## ARTICLE 19 - MEDICAL BENEFITS FOR FUTURE RETIREES

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Article 19 as follows:

19.1 Retiree Medical Coverage

~~a. An eligible retiree and eligible dependents may enroll in a County offered medical plan through May 31, 2009, as described in Sections 19.2 and 19.3.~~

~~b.~~ 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 19.4~~2~~ 2 but is allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one (1) employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one (1) County-offered 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.

~~19.2 County Contribution toward Retiree Medical Plans - Employees Hired Before July 1, 1990 Through May 31, 2009, retiree medical benefits are as follows:~~

~~a. Eligibility~~

~~1. Regular employees hired before July 1, 1990 are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree and their eligible dependent(s), if they:~~

~~A). Have been continuously employed since June 30, 1990 without a break in~~

service before retirement, and

B). Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) since June 30, 1990, and

C). Retire directly from Sonoma County.

2. Laid-Off & Restored Employees:

Employees who were employed by the County prior to July 1, 1990, but who were laid off thereafter shall not be subject to the restrictions of Section 19.3 provided that they are subsequently restored to County employment, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section.

b. County Contribution:

The County will continue to contribute toward the cost of a County offered medical plan for any eligible retiree and their eligible dependent(s), the same amount as it contributes toward the cost of a County offered medical plan for active unrepresented Administrative Management employees (bargaining unit 50). The retiree is responsible for all costs (including premiums) that exceed the total County contribution.

19.3 County Contribution toward Retiree Medical Plans – Employees Hired On or After July 1, 1990 but Before January 1, 2009

Through May 31, 2009, retiree medical benefits are as follows:

a. Eligibility

1. Ten (10) or More Years of Service. Regular employees hired or rehired after July 1, 1990 but before January 1, 2009, are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree only, if they:

A). Have been employed by the County for a period of at least ten (10) years (consecutive or non-consecutive), which may include service with the County prior to July 1, 1990, and

B). Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the same length of time, and

C). Retire directly from Sonoma County Service.

2. Twenty (20) or More Years of Service. Regular employees hired or rehired after July 1, 1990 but before January 1, 2009, are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree plus one eligible dependent, if they:

A). Have been employed by the County for a period of at least twenty (20) years (consecutive or non-consecutive), which may include service with the County prior to July 1, 1990, and

B). Have been a contributing member (or a contribution was made on their behalf)

~~of the Sonoma County Employees' Retirement Association (SCERA) for the same length of time, and~~

~~C). Retire directly from Sonoma County Service.~~

~~b. County Contribution:~~

~~The County will continue to contribute toward the cost of a County offered medical plan for any eligible retiree and any eligible dependent, in the same amount as it contributes toward the cost of a County offered medical plan for active unrepresented Administrative Management employees (bargaining unit 50). The retiree is responsible for all costs (including premiums) that exceed the total County contribution.~~

~~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.~~

19.2~~4~~ County Contribution toward Retiree Medical Plans - Employees Hired Before January 1, 2009

~~Effective June 1, 2009, the existing retiree medical benefits described in Sections 19.2 and 19.3 shall be replaced with this Section.~~

a. Eligibility:

In order to be eligible for this benefit, the retiree must have:

1. Completed at least ten (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, and
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.
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 this Article 19.2 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 19.3 (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 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, but at no time during the term of this agreement shall the County contribution towards medical be less than $500.00 a month. 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.

19.~~5~~3 County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective 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 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 .5 full-time equivalent (FTE) 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 this Article 19.3 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 thi 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 (FTE) 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 $.58 per pay status hour (no more than eighty (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 fifty (50) or upon 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 subject to the limitations and maximums as stipulated by law, however, federal regulations at this time 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 subject to the limitations and maximums as stipulated by law.

B). Domestic partners are not permitted access to the account balances of the participant at this time by virtue of restrictions 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 one hundred and twenty (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.

19.~~6~~4 ~~Surviving Dependent – County Contribution through May 31, 2009 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 for one eligible surviving dependent who is already receiving the County contribution under Section 19.2 or 19.3.~~

~~One eligible surviving dependent will be allowed to continue their coverage under the same circumstances and with the same County contribution as if the retiree had survived. To be eligible, a surviving dependent must meet each of the following criteria:~~

~~(1) Have been eligible to receive a contribution toward a County offered retiree medical plan under Sections 19.2 or 19.3, prior to the death of the retiree, and~~

~~(2) Either be enrolled or have waived their 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's contribution.~~

19.~~7~~54 Surviving Dependent – County Contribution beginning June 1, 2009 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 in the same manner as if the retiree had survived.

An eligible surviving dependent will be allowed to continue their coverage under the same circumstances and with the same County contribution as if the retiree had survived. To be eligible, a surviving dependent must meet each of the following criteria:

(1) Have been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Section 19.4~~-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 County's contribution.

19.~~8~~65 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 19.~~5~~3), eligible surviving dependents may continue participation in the County offered medical plan but remain 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.

FOR THE COUNTY:

Date: 4/16/13

FOR SCLEA:

Date: 2-16-2013

v2 ✓

# COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

## TENTATIVE AGREEMENT

June 8, 2013

The County of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and approval by the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

## ARTICLE 20: HOLIDAYS

20.1 ~~Scheduled Holidays – Defined~~Holidays – Paid

~~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.

~~20.2 – Scheduled Holidays~~

(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) The 3rd Monday in February
(5) The last Monday in May
(6) Independence Day, July 4th*
(7) Labor Day, the first Monday in September
(8) Veteran's Day, November 11th*
(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

~~20.3 Floating Holiday~~

~~In lieu of an additional holiday, each employee who is in pay status both the last working day of June and the first working day of July shall be granted eight (8) hours of compensatory time each fiscal year of the agreement. The floating holiday may be taken as time off on a day mutually agreeable to the employee and the employee's 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 Section 20.7 below.~~

20.2 Holidays – Day Observed

If a ~~scheduled~~ date-specific holiday listed in Section 20.1 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a ~~scheduled~~ date specific holiday listed in Section 20.1 falls on a Sunday, the following Monday shall be the County observed holiday. All other ~~scheduled~~ date-specific holidays listed in Section 20.1 shall be observed on the date specified in Section 20.1.

20.2.1 Elimination of Former Section 20.3: Holidays – Floating

The parties agree that the elimination of Section 20.3 of this article 20 will be implemented effective upon approval of the SCLEA MOU by the Board of Supervisors.

Hours accrued prior to the elimination of former section covering Holidays – Floating Holiday will remain in the employee's Compensatory Bank. Such compensatory time may be taken off on a day mutually agreeable to the employee and the county or paid per article 14.13 – Requests for Compensatory Time Payments.

20.3 ~~Compensation for~~ Holidays – Compensation ~~f~~For

A full-time employee whose assigned work schedule does not includes ~~neither~~ either the date specific holiday or the ~~scheduled holiday nor the~~ observed holiday, shall elect to receive eight (8) hours of compensatory time or eight (8) hours holiday paid at their base hourly rate. The election to receive eight (8) hours holiday paid will not increase paid status hours for the purposes of overtime in Article 14 Hours and Overtime.

All other full-time employees whose regular assigned work schedule includes ~~either~~ the ~~scheduled~~ date specific holiday or the observed holiday shall receive their regular eight (8) hours pay at their base hourly rate of pay.

20.4 Holidays - Compensation for ~~Holidays~~ Day Worked

An employee who actually works on either the scheduled holiday or the observed holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the scheduled holiday and the observed holiday shall elect which day shall be at overtime. However, only one (1) day shall be at overtime.

20.5 Holidays - Part-Time Employees

Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to one-tenth (1/10) of an hour for each hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in ~~pay~~ paid status (excluding the holiday benefit) *exceed* the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to one-tenth (1/10) of an hour for each hour in pay status (excluding the holiday benefit).

20.6 Holiday Pay Maximum

Holiday pay shall not exceed eight (8) hours for each holiday.

20.7 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 regular scheduled workdays before and after the holiday as required by Section 20.1. ~~as pay status days before or after a holiday for the purpose of receiving holiday pay.~~

FOR THE COUNTY:

6/8/13
Janet Cory Sommer

FOR SCLEA:

6.8.13
Kimber Williams

**COUNTY OF SONOMA**

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**Sonoma County Law Enforcement Association (SCLEA)**
Bargaining Units: 0030, 0040, 0041, 0070

# TENTATIVE AGREEMENT

June 8, 2013

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

## ARTICLE 21: VACATION

21.1 Maximum Accumulation

Each employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than as specified in Section 21.3.

21.2 Part-Time Employees

Part-time employees shall accrue vacation leave on a prorata basis. Usage and accrual shall be governed by the same rules and regulations applicable to full-time employees.

21.3 Accrual

Non-Supervisory

Each non-supervisory employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in pay status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

~~RATE FOR 80~~

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~~MAXIMUM~~
~~YEARS OF COMPLETED IN SERVICE HOURS OF IN SERVICE HRS. ACCUMULATED~~

~~FULL TIME SERVICE COMPLETED SERVICE PER PAY PERIOD HOURS~~

~~0 through 2 0 to 4174.2 3.07 310~~

~~2 through 5 4174.3 to 10435.6 3.68 310~~

~~5 through 10 10435.7 to 20871.2 4.60 310~~

~~10 through 15 20871.3 to 31306.8 5.83 310~~

~~15 through 20 31306.9 to 41742.4 6.75 310~~

~~20 through 25 41742.5 to 52178.0 7.36 310~~

~~25 or greater 52178.1 or more 7.67 310~~

~~Supervisory Units~~

~~Each employee in supervisory bargaining units who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in pay status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.~~

~~RATE FOR 80 MAXIMUM YEARS OF COMPLETED IN SERVICE HOURS OF IN SERVICE HRS. ACCUMULATED FULL TIME SERVICE COMPLETED SERVICE PER PAY PERIOD HOURS~~

~~0 through 2 0 to 4174.2 3.07 360~~

~~2 through 5 4174.3 to 10435.6 3.68 360~~

~~5 through 10 10435.7 to 20871.2 4.60 360~~

~~10 through 15 20871.3 to 31306.8 5.83 360~~

~~15 through 20 31306.9 to 41742.4 6.75 360~~

~~20 through 25 41742.5 to 52178.0 7.36 360~~

~~25 or greater 52178.1 or more 7.67 360~~

~~New in-service hours of completed service utilized to determine the appropriate accrual rate will be effective the date of implementation of the Human Resources Management System (HRMS):~~

| YEARS OF COMPLETED FULL-TIME SERVICE | IN-SERVICE HOURS COMPLETED SERVICE | RATE FOR 80 IN-SERVICE HRS. PER PAY PERIOD | MAXIMUM ACCUMULATED HOURS |
|---|---|---|---|
| 0 through 2 | 0 to 4173 | ~~3.073~~3.53 | 310 |
| 2 through 5 | 4174 to 10434 | ~~3.684~~4.14 | 310 |
| 5 through 10 | 10435 to 20870 | ~~4.605~~5.06 | 310 |
| 10 through 15 | 20871 to 31305 | ~~5.836~~6.29 | 310 |
| 15 through 20 | 31306 to 41741 | ~~6.757~~7.21 | 310 |
| 20 through 25 | 41742 to 52177 | ~~7.367~~7.82 | 310 |
| 25 or greater | 52178 or more | ~~7.678~~8.13 | 310 |

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Supervisory Units

Each employee in supervisory bargaining units who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in pay status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

| YEARS OF COMPLETED FULL-TIME SERVICE | IN-SERVICE HOURS COMPLETED SERVICE | RATE FOR 80 IN-SERVICE HRS. PER PAY PERIOD | MAXIMUM ACCUMULATED HOURS |
|---|---|---|---|
| 0 through 2 | 0 to 4173 | ~~3.073~~3.53 | 360 |
| 2 through 5 | 4174 to 10434 | ~~3.684~~4.14 | 360 |
| 5 through 10 | 10435 to 20870 | ~~4.605~~5.06 | 360 |
| 10 through 15 | 20871 to 31305 | ~~5.836~~6.29 | 360 |
| 15 through 20 | 31306 to 41741 | ~~6.757~~7.21 | 360 |
| 20 through 25 | 41742 to 52177 | ~~7.367~~7.82 | 360 |
| 25 or greater | 52178 or more | ~~7.678~~8.13 | 360 |

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21.4 Reappointment

Each employee with ~~10,435.6 (10,435 upon HRMS implementation)~~ in-service hours (five (5) or more years) who resigned in good standing and is reappointed within two (2) ~~years,~~years shall be credited with ~~4,174.2 (4,174 upon HRMS implementation)~~ in-service hours for purposes of new vacation accrual.

Each employee who is laid off and who is reappointed within two (2) years, shall be credited for vacation accrual purposes with the same number of in-service hours as the employee had accrued at the time of layoff.

21.5 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 ~~se~~as divided as the needs of the service require or permit. No employee may take vacation without advance approval of the department head. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

21.6 Payment for Unused Vacation

Each employee who is separated from 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.

~~21.7 Vacation Buy-Back~~

~~Each employee may request during any pay period and receive payment at the base hourly rate for up to eighty (80) hours per calendar year of accrued vacation leave, provided there is a minimum remaining balance of eighty (80) hours following payment.~~

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~~Effective March 3, 2003, all buy backs will be subject to an eighty (80) hour maximum in a twelve-month period.~~

FOR THE COUNTY:

6/8/13
Janet Cory Sommer

FOR SCLEA:

6-8-13
Kimber Williams

V2 ✓
(SAME AS V1)

# COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

# TENTATIVE AGREEMENT

June 8, 2013

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

## ARTICLE 22: SICK LEAVE AND FAMILY LEAVE

22.1 Sick Leave Accrual

Each full-time employee shall accrue and accumulate sick leave at the rate of 3.680 in-service hours for each completed eighty-hour (80) pay period of service. In-service hours include all hours in pay status, excluding overtime. This accrual 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.

22.2 Sick Leave Use

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 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, spouse or spouse's parent, or domestic partner, 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 employee's parent, is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse, parent of the employee or spouse, or domestic partner ("Parent" for purposes of this section is defined as biological, foster, or adoptive parent, step parent, a legal guardian or other person who stood in place of a parent to the employee when the employee was a child. A

biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child.) Sick leave under this paragraph (d) shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's department head and the Director of Human Resources by reason of exceptional hardships.

22.3 Sick Leave – Required Documentation

~~A s~~Signed ~~affirmation~~ medical certification for sick leave may be required for each use of such sick leave. Reasonable medical certification ~~evidence~~ of incapacity may be required for sick leave use of forty-eight (48) hours or less duration, and shall be required for sick leave use of more than forty-eight (48) hours duration.

~~22.4 Sick Leave Conversion~~

~~Employees with sick leave balances may convert to cash or compensatory time:~~

| ~~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 eighty (80) hours sick leave must remain in accrual after conversion. Measurement of use is based on the twenty-six (26) pay periods paid in the prior calendar year. Conversion shall be exercised during the second pay period in January of each calendar year, and shall be based on the sick leave balance at the end of the first full pay period of the preceding December. The employee must be in pay status or on an approved leave during the second pay period in January to exercise this option.~~

22.~~5~~4 Sick Leave ~~Payoff~~/- Conversion at Regular Retirement

~~a. Sick Leave Payoff~~

~~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 twenty five percent (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.~~

~~b. Sick Leave Conversion at Retirement~~

Each employee who separates from County service on regular, non-disability retirement ~~only~~ shall ~~have the option of~~ convert~~ing~~ one hundred percent (100%) of all unused sick leave remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03. ~~This benefit will be implemented by the Board of Supervisors through an amending ordinance to include eligible employees in the bargaining units represented in this Memorandum of Understanding under the provisions of Ordinance 3807.~~

~~The provisions of this section shall not be used in conjunction with Section 22.5.a. of this MOU.~~

22.5 Sick Leave – Distribution at Death or Layoff

The County shall pay each employee who separates from County service by death (non-duty related) or layoff, the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of the employee's base hourly pay.

22.6 Sick Leave ~~Payoff~~ – Distribution at Disability Retirement or Duty Related Death

The County shall pay ~~E~~each employee separated from County service by a disability 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. This Section shall not apply to an employee separated from County service by a service retirement. The County shall not pay an employee under this Section for any sick leave hours donated to the employee by other employees under a catastrophic leave benefit.

22.7 Sick Leave – Payoff At Regular Retirement

For each employee 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 22.4 (Sick Leave – Conversion at Regular Retirement), the County shall pay the employee the monetary equivalent of twenty-five percent (25%) of all unused sick leave retaining to such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate of pay.

22.~~7~~8 Family Care & Medical Leave

~~A full-time or part-time employee with at least one (1) year of County service and 1,250 hours of service during the previous 12-month period may request up to twelve (12) work weeks of Family Care Leave (Leave Without Pay) within a 12-month period. In some circumstances, an extra help employee may be eligible for Family Care Leave. Reason for the leave may be the birth or adoption of a child or the~~

~~placement of a foster child (within one (1) year of the event) or the serious illness of a child, spouse or parent. 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 eighteen (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, step-parent or legal guardian (does not include a parent in law). If both parents are County employees, the aggregate family care leave may be limited to twelve (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 twelve (12) weeks of Family Care Leave.~~

~~The appointing authority shall grant such Leave Without Pay in addition to the paid sick leave provided for in Section 22.2 upon submission of reasonable documentation. An employee may request to use accrued vacation and comp time as part of the leave but no accrued sick leave can be required as part of the leave, except in the case of the employee's own serious health condition. The County shall continue its contribution towards the health plan premium for up to twelve (12) work weeks of the leave. Thereafter, the employee must pay the total benefit premium if the employee desires to continue insurance coverage under Section 18.9. Nothing in this section shall preclude the use of medical or pregnancy leave in Section 18.10 when the employee is medically incapacitated or disabled. Family Care Leave is a separate leave from a Maternity Leave.~~

~~If the event necessitating the leave becomes known to the employee *more than* thirty (30) calendar days prior to the employee's need for the leave, the employee shall provide thirty (30) days written advance notice to the appointing authority. If the event becomes known to the employee *less than* thirty (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 policy summarizes California law regarding Family Leave as provided in Government Code, Section 12945.2.~~

22.8.1 Each eligible employee is entitled to family care and medical 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 will run concurrently to the extent permitted by law.

22.8.2 FMLA/CFRA 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.

22.8.3 Family Care And Medical Leave Entitlement

Subject to the provisions of the 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:

22.7.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);

22.8.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);

22.8.3.3 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.)

22.8.3.4 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.)

22.8.3.5 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.

22.8.4 Family Care And Medical Leave To Care For A Covered Servicemember 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 servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

22.8.4.1 An eligible employee's entitlement under Section 22.8.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember 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 servicemember.

22.8.4.2 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.

22.8.5 Pay Status And Benefits

22.8.5.1 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.

22.8.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 18.6.1 (Medical/Pregnancy Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 22.8 or Section 18.6.1 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 18.6.2 (Continuation of Health Benefits Coverage) applies.

22.8.6 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 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. Section 22.8.14 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

22.8.7 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.

22.8.8 Notice To The County

22.8.8.1 The employee must provide written notice to the County as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

22.8.8.2 The written notice must inform the County of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

22.8.8.3 The employee shall consult with the County and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

22.8.9 Medical Certification

22.8.9.1 An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the County with recertification by the health care provider.

22.8.9.2 An employee's request for family care and medical leave because of employee's own serious health condition shall be supported by a certification issued by the employee's health care provider.

22.8.9.3 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.

22.8.9.4 Employees are required to use the medical certification forms available from the County Human Resources Department to meet the certification and recertification requirements of this section.

22.8.10 County's Response To Leave Request

It is the County's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying and to notify the employee of the designation.

22.8.11 Dual Parent Employment

Where both parents are County employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of twelve (12) work weeks in a 12-month period between the two employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

22.8.12 Employee's Status On Returning From Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

22.8.13 FMLA/CFRA Procedures, Definitions, and Forms

A description of the required process and procedures to follow for intermittent leave and reduced leave schedules, forms to use when requesting family care and medical leave, and applicable definitions are included in the County Medical Leave Policy and found on the County Human Resources Department website, and are available from the Human Resources Department.

22.8.14 Leaves of Absence Without Pay Usage Reference Table

Employees will be required to use accrued paid leaves before a leave of absence without pay as shown in the following table:

| MOU Section | Sick | Vacation | CTO | Comment |
|---|---|---|---|---|
| **Section 22.2 (a)** During the employee's own incapacity due to illness or injury. | Yes. You may keep 40 hrs. | No | No | |
| **Section 22.2 (b)** During the time needed by the employee to undergo medical or dental treatment or examination. | Yes. You may keep 40 hrs. | No | No | |
| **Section 22.2 (c)** When a woman employee is disabled by pregnancy. | Yes. You may keep 40 hrs. | No | No | |
| **Section 22.2 (d)** When a child, spouse, or domestic partner of an employee, who is a member of the employee's household or a | Yes. You may keep 40 hrs. | Yes | Yes | You may keep 40 hours in any combination of Vacation & |

| MOU Section | Sick | Vacation | CTO | Comment |
|---|---|---|---|---|
| person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent or any family member as defined in the FMLA/CFRA is incapacitated by illness/injury and the employee must care for him/her. | | | | CTO |
| **Section 22.8.3** Non-sick FMLA/CFRA qualifying event (e.g., child bonding leave) | No | No | No | See Section 18.6 |
| Undisclosed reason or extended vacation | No | No | No | See Section 18.6 |

22.8.15 This Section 22.8 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section (22.8) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, and other provisions of this memorandum.

FOR THE COUNTY:

6/8/13

Janet Cory Sommer

FOR SCLEA:

6.8.13

Kimber Williams

## COUNTY OF SONOMA

**Sonoma County Law Enforcement Association (SCLEA)**
Bargaining Units: 0030, 0040, 0041, 0070

### TENTATIVE AGREEMENT

**April 29, 2013**

### ARTICLE 25 - JURY DUTY

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Article 25 as follows:

- It is the policy of the County of Sonoma that County employees be encouraged to perform service as jurors when summoned for jury duty by a court of competent jurisdiction. Any employee, whether on day, swing, or night shift, summoned for jury duty shall be entitled to a leave of absence with full pay for such period of time as may be required to attend the court in response to such summons. An employee may retain such payment as may be allowed for travel but shall make payable to the County of Sonoma any and all fees which the employee may receive in payment for service as a juror.

FOR THE COUNTY:

Date: 4/29/13

FOR SCLEA:

Date: 4/29/2013

# COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

## ARTICLE 29: STAFF DEVELOPMENT

February 4, 2013

## TENTATIVE AGREEMENT – STAFF DEVELOPMENT

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Sections 29.2.1 and 29.3 as follows:

29.2.1 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 |
| Non-supervisory (0030,0040) | $500 | $200 | $250 | $125 |
| Supervisory (0070) | $590 | $200 | $315 | $125 |
| Physical Fitness/Wellness | $350 | $0 | $175 | $0 |

Carry-over funds shall not be cumulative from year to year.

29.3 Physical Fitness

The County will make available $350 per fiscal year for each eligible full-time employee and $175 per fiscal year for each eligible part-time employee for use towards ~~p~~Physical ~~f~~Fitness/Wellness. Employee enrollment in any ~~p~~Physical ~~f~~Fitness/Wellness program shall be voluntary.

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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.

~~SCLEA members employed~~SCLEA represented employees in the Sheriff's Department can contribute $50 or more from the Physical Fitness/Wellness benefit to voluntarily share 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.

29.3.1 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.

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Forma

29.3.2 ~~A J~~joint labor-management committees oversees the equipment purchase and maintenance.

29.3.3 All equipment purchased pursuant to this Section 29.3 becomes the property of the ~~Sheriffs' Department~~County.

FOR THE COUNTY OF SONOMA:

Date: 2/4/13

FOR SCLEA:

Date: 2/4/2013

## COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

## ARTICLE 30: GRIEVANCE PROCEDURE

October 17, 2012

## TENTATIVE AGREEMENT – RECOGNITION

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Section 30.14 as follows:

30.14 Selection of Arbitrator

~~Following completion of the third step of the grievance procedure, if the grievance is subject to arbitration and remains unresolved, the Association on behalf of the grievant may request arbitration. The request for arbitration must be given to the County Counsel and the Employee Relations Manager in writing within ten (10) days of the receipt of the response from Step Three. An~~The arbitrator may be selected by mutual agreement of the Association and County. ~~However, s~~Should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Mediation and Conciliation Service for a list of five qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names, with the first strike determined by chance.

COUNTY OF SONOMA

10/17/12
DATE

SCLEA

10/17/12
DATE

## COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)
Bargaining Units: 0030, 0040, 0041, 0070

## ARTICLE 32, SECTION 32.5 – LABOR/MANAGEMENT COMMITTEES

November 28, 2012

## TENTATIVE AGREEMENT – LABOR/MANAGEMENT COMMITTEES

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Associaition ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Section 32.5 of Article 32 as follows:

32.5 **Labor/Management Committees – Valley of the Moon Children's Home and Juvenile Hall**

The County and the Association support the creation of labor/management committees for problem solving and communication.

The parties agree to form ~~an~~ ad hoc committees to address local issues at the Valley of the Moon Children's Home and Juvenile Hall. Such committee(s) will be comprised of no less than two (2) and no more than four (4) representatives each from management and from labor, including line and supervisory staff. An Association representative may attend meetings as a non-voting ex officio member. Committee participants have equal standing and will utilize interest-based problem-solving processes whenever possible. Any Committee recommendations will be forwarded to the Division Manager and Department Head for consideration and response.

FOR THE COUNTY OF SONOMA:

Date: 11/28/12

FOR SCLEA:

Date: 11/28/12

# COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

## TENTATIVE AGREEMENT

June 8, 2013

## ARTICLE 34 - FULL UNDERSTANDING, MODIFICATION, ACKNOWLEDGMENT

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

34.1 Full Understanding

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

All other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

34.2 Acknowledgment

Except as provided herein, it is agreed and understood that the parties have met and conferred in accordance with their obligations under State law and the County's Employee Relations Policy in reaching this agreement and neither party shall be obligated to meet and confer over any provision of this agreement during its term.

34.3 Meet and Confer During Term of Memorandum

a. If the County proposes during the term of this Memorandum to adopt a policy or course of action on matters within the scope of representation as defined by State law that are not covered by this Agreement, it will provide the Association with written notice of the proposed policy or course of action and offer to meet and confer over the proposal in accordance with State law, ~~and~~ the County's Employee Relations Policy (ERP), and with the provisions provided in (c) below.

b. The County and Association agree to meet and confer in accordance with State law, the ERP, and the provisions provided in (c) below ~~I~~if the County's proposal(s) include matters within the scope of representation in ~~covers~~ one (1) or more of the following ~~four (4)~~ matters~~:, the County and the Association agree to meet and confer in accordance with State and County law and with the provisions as provided below~~.

1. The assignment of groups of employees to work hours, work shifts and/or work schedules. An example of such a change would be if the County proposed to change the work schedule of employees in the Sheriff's Detention Division from a 4/10 to a 5/8 schedule.

2. The assignment of employees between departments as a result of reorganization or a change in the mission or program of the department(s) involved.

~~1.~~3. The use and assignment of County vehicles and/or personal vehicles of employees for work-related purposes.

4. ~~Providing employees with meals or snacks. An example of such a change would be if the County proposed to charge employees for the cost of meals or snacks produced or provided by the food service program in the Sheriff's Detention Division.~~

c. The provisions of this subsection (c) apply to the meet and confer process applicable to County proposals on matters within the scope of representation as described in subsections (a) and (b) above.

The County will provide written notice to the Association describing the proposed change. Upon request of the Association, the County will provide~~with~~ all relevant information it has pertaining to the proposal as required by the MMBA.

The Association will have up to fifteen (15) calendar days from when it received the notice to inform the County in writing if it desires to meet and confer over the proposal. If the Association fails to notify the County within the fifteen (15) days, the County may implement the proposal without any further obligation to meet and confer with the Association.

If the Association notifies the County within fifteen (15) calendar days of its desire to meet and confer, then the County and the Association shall meet and confer in good faith over the proposal and all identified impacts arising from the proposal.

Unless extended by mutual written agreement of the parties, the pre-impasse period for meeting and conferring pursuant to this Section 34.3 shall be thirty-five~~sixty~~ (~~60~~35) ~~calendar~~business days from when the Association was properly notified of the proposal by the eCounty. If an agreement is not reached by the thirty-fifth (35th) business~~calendar~~ day from the date the Association was notified, either party may declare an impasse by filing with the other party a written declaration of impasse and request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be held within two (2) business~~calendar~~ days, at which time the County shall present an impasse statement including the proposal that it proposes~~intends~~ to implement after the completion of the post-impasse process required by law and this Section 34.3 ~~after the sixtieth (60th) calendar day~~ should further discussions fail to produce an agreement.

If an agreement is not reached at the impasse meeting, ~~if the parties so agree, the dispute may be submitted to the Board of Supervisors for determination. If they do not so agree,~~ the dispute shall be submitted to mediation. If the parties fail to ~~agree to submit the dispute to the Board of Supervisors, and fail to~~ resolve the dispute through mediation within the timelines set forth in the MMBA. ~~ten (10) days after mediation commenced~~, the matter may be submitted~~parties may agree to submit the dispute~~ to "fact finding." in accordance with the provisions and timelines of the MMBA. ~~If the parties fail to agree on "fact finding", the dispute shall be submitted to the Board of Supervisors for such action, as in its legislative discretion, deems appropriate as in the public interest, if required under the County's Employee Relations Policy. In no event shall these dispute resolution procedures be applied by either party to extend the sixtieth (60) calendar day period without mutual written consent of the parties. If the County complies with this Article, it shall be deemed to have fully satisfied its obligation to meet and confer under State and local law over the issues covered therein.~~ Section 34.3.b(2) is not subject to the grievance procedure of this agreement (Article 30) in any way except for an allegation that the County failed to provide the required notice or acted to implement the change before the procedures required by this section were completed~~sixty (60) day period concluded~~. Any ruling by an arbitrator under this Section 34.3.b(2) that is adverse to the County shall be limited to ordering the County to comply with the notice and/or time limits specified above.

34.4 Written Modifications Required

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the Association and the County, unless made and executed in writing by the parties, and if required, approved and implemented by the Board of Supervisors.

34.5 No Limitation on Authority of Civil Service Commission

Nothing in this Agreement shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission as provided in Ordinance No. 305-A as amended, or as provided in the Rules adopted there under.

34.6 Non-Precedence

The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

34.7 Side Letters

All side letters or other agreements not attached to or incorporated into this Agreement are no longer valid. This MOU constitutes the entire agreement between the Association and the County.

FOR THE COUNTY:

Date: 6/8/13

FOR SCLEA:

6-8-13

Date:

## COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

## TENTATIVE AGREEMENT

December 19, 2012

## ARTICLE 35: ASSOCIATION SECURITY

### Section 35.3: Separation From Unit Exception

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Section 35.3 as follows:

35.3 Separation from Unit Exception

The ~~above~~ provisions of Sections 35.1 and 35.2 shall not apply during periods of separation from the eligible bargaining unit by any employee otherwise subject to those provisions but shall reapply to such employee following the return of the employee to the bargaining unit. The term "separation" includes layoffs, transfer out of the covered bargaining units by request, promotion, demotion, reclassification or for any other lawful reason, ~~and leaves of absence~~and unpaid status, all of a duration of more than one (1) full pay period.~~, whether paid or unpaid and for any reason, including disability.~~

FOR THE COUNTY:

Date: 12/19/12

FOR SCLEA:

Date: 12/19/12

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**COUNTY OF SONOMA**

**SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)**
Bargaining Units: 0030, 0040, 0041, 0070

# TENTATIVE AGREEMENT

June 8, 2013

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

## ARTICLE 37: DISTRIBUTION OF MEMORANDUM OF UNDERSTANDING AND ENACTMENT

37.1 Distribution

The parties agree that the County shall have this Memorandum available on-line at the County's inter-net and intra-net site.

37.2 Enactment

County and Association agree that any policy, procedure, rule regulation, benefit, premium pay or other form of compensation including salary that is changed or modified by the terms and conditions of this Memorandum of Understanding is hereby repealed in its entirety, and that this Memorandum is in full force and effect on the date the Board of Supervisors ~~implements~~ approves it. The below representatives agree to recommend the implementation of this Memorandum of Understanding:

COUNTY OF SONOMA,
TEAM MEMBERS:

6/8/13
Janet Cory Sommer

Lynne Durrell

SONOMA COUNTY LAW
ENFORCEMENT ASSOCIATION,
TEAM MEMBERS

Kimber Williams 6.8.13
Kimber Williams

Angela Abraham

Sheralynn Freitas

Shaun DuFosee

Phil Lawrence

Bob Jarvis

Kim Murphy

Adrienne Logan

Mike Torres

Richard Walker

Michael Wasson

COUNTY OF SONOMA
SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)
Bargaining Units: 0030, 0040, 0041, 0070

# TENTATIVE AGREEMENT

June 8, 2013

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

## APPENDIX A – SALARY TABLE

A 1.1 Employees in classifications in the Law Enforcement Non-Supervisory Bargaining Unit, Law Enforcement Supervisory Unit, Corrections and Probation Non-Supervisory Unit, and the Corrections and Probation Supervisory Unit shall be paid from the salary ranges shown herein during the term of this Memorandum of Understanding. Effective with adoption of this MOU, County non Civil Service classifications (base wage premium classes) will be deleted from the Salary Table. Elimination of the base wage premium class will not impact current pensionable status of premiums.

| JobClass# | AbbrTitle | Range A Step 02/23/10 | Minimum Monthly 02/23/10 | Maximum Monthly 02/23/10 |
|---|---|---|---|---|
| CORRECTIONS AND PROBATION NON-SUPERVISORY UNIT - UNIT 30 | | | | |
| 3020 | CHILDRENS RESIDENTIAL CNSLR I | 1978 | $3,440 | $4,183 |
| 3021 | CHILDRENS RESIDENTIAL CNSLR II | 2339 | $4,068 | $4,945 |
| 1691 | COMMUNICATIONS DISPATCHER I | 2291 | $3,985 | $4,844 |
| 1692 | COMMUNICATIONS DISPATCHER II | 2621 | $4,559 | $5,543 |
| 4152 | CORRECTIONAL DEPUTY I | 2224 | $3,868 | $4,703 |
| 4154 | CORRECTIONAL DEPUTY II | 2840 | $4,940 | $6,004 |
| 3111 | JUVENILE CORRECTION CNSLR I | 1978 | $3,440 | $4,183 |
| 3112 | JUVENILE CORRECTION CNSLR II | 2339 | $4,068 | $4,945 |
| 3113 | JUVENILE CORRECTION CNSLR III | 2674 | $4,651 | $5,653 |
| ~~4155~~ | ~~PERSONNEL BACKGROUND INVESTIGA~~ | ~~2967~~ | ~~$5,160~~ | ~~$6,274~~ |
| 3106 | PROBATION INDUSTRIES CREW SUPV | 2665 | $4,635 | $5,633 |
| 3223 | PROBATION OFFICER I | 2382 | $4,143 | $5,035 |
| 3225 | PROBATION OFFICER II | 2623 | $4,562 | $5,547 |
| 3227 | PROBATION OFFICER III | 2962 | $5,152 | $6,261 |
| 1694 | SENIOR COMMUNICATIONS DISPATCH | 2747 | $4,778 | $5,806 |

LAW ENFORCEMENT NON-SUPERVISORY UNIT – UNIT 40

| JobClass# | AbbrTitle | Range A Step 02/23/10 | Minimum Monthly 02/23/10 | Maximum Monthly 02/23/10 |
|---|---|---|---|---|
| 4205 | D A INVESTIGATOR I | 3386 | $5,889 | $7,159 |
| ~~4206~~ | ~~D A INVESTIGATOR I INT PO~~ | ~~3470~~ | ~~$6,035~~ | ~~$7,336~~ |
| ~~4207~~ | ~~DA INVESTIGATOR I ADV PO~~ | ~~3555~~ | ~~$6,183~~ | ~~$7,517~~ |
| 4212 | DA INVESTIGATOR II | 3883 | $6,754 | $8,209 |
| ~~4214~~ | ~~DA INVESTIGATOR II ADV PO~~ | ~~4076~~ | ~~$7,089~~ | ~~$8,618~~ |
| ~~4213~~ | ~~DA INVESTIGATOR II INT PO~~ | ~~3979~~ | ~~$6,921~~ | ~~$8,441~~ |
| 4203 | DA INVESTIGATOR TRAINEE | 3072 | $5,343 | $6,494 |
| 4512 | FIRE INSPECTOR I | 3082 | $5,360 | $6,515 |
| 4519 | FIRE INSPECTOR II | 3546 | $6,167 | $7,495 |
| 0701 | HELICOPTER PILOT | 3710 | $6,453 | $7,846 |
| 4406 | PARK RANGER I | 2146 | $3,732 | $4,536 |
| 4408 | PARK RANGER II | 2352 | $4,091 | $4,974 |
| 4513 | SENIOR FIRE INSPECTOR | 3900 | $6,783 | $8,246 |
| 4243 | WELFARE FRAUD INV I | 3008 | $5,232 | $6,359 |
| ~~4245~~ | ~~WELFARE FRAUD INV I ADV PO~~ | ~~3158~~ | ~~$5,493~~ | ~~$6,677~~ |
| ~~4244~~ | ~~WELFARE FRAUD INV I INT PO~~ | ~~3083~~ | ~~$5,362~~ | ~~$6,517~~ |
| 4246 | WELFARE FRAUD INV II | 3417 | $5,943 | $7,223 |
| ~~4248~~ | ~~WELFARE FRAUD INV II ADV PO~~ | ~~3587~~ | ~~$6,239~~ | ~~$7,583~~ |
| ~~4247~~ | ~~WELFARE FRAUD INV II INT PO~~ | ~~3502~~ | ~~$6,091~~ | ~~$7,404~~ |
| 4241 | WELFARE FRAUD INVESTIGATOR TRA | 2554 | $4,442 | $5,400 |

LAW ENFORCEMENT SUPERVISORY UNIT - UNIT 41

| | | | | |
|---|---|---|---|---|
| 4215 | SENIOR DA INVESTIGATOR | 4412 | $7,674 | $9,328 |
| ~~4217~~ | ~~SENIOR INVESTIGATOR ADV POST~~ | ~~4634~~ | ~~$8,060~~ | ~~$9,796~~ |
| ~~4216~~ | ~~SENIOR INVESTIGATOR INT POST~~ | ~~4524~~ | ~~$7,868~~ | ~~$9,564~~ |
| ~~4253~~ | ~~SENIOR WELF FRAUD INV ADV POST~~ | ~~3843~~ | ~~$6,684~~ | ~~$8,124~~ |
| ~~4252~~ | ~~SENIOR WELF FRAUD INV INT POST~~ | ~~3752~~ | ~~$6,526~~ | ~~$7,933~~ |
| 4251 | SENIOR WELFARE FRAUD INV | 3660 | $6,366 | $7,738 |

CORRECTIONS AND PROBATION SUPERVISORY UNIT – UNIT 70

| | | | | |
|---|---|---|---|---|
| 4157 | CORRECTIONAL SERGEANT | 3640 | $6,331 | $7,696 |
| ~~4159~~ | ~~CORRECTIONAL SERGEANT IA INV~~ | ~~3820~~ | ~~$6,644~~ | ~~$8,077~~ |
| 3114 | JUVENILE CORRECTION CNSLR IV | 2979 | $5,153 | $6,265 |
| ~~4158~~ | ~~PERS/BACKGROUND INVEST SGT~~ | ~~3820~~ | ~~$6,644~~ | ~~$8,077~~ |
| 3107 | PROBATION INDUSTRIES FLD SUPV | 2991 | $5,202 | $6,324 |
| 3229 | PROBATION OFFICER IV | 3561 | $6,178 | $7,512 |
| 1696 | SUPERVISING COMMUNICATIONS DIS | 3115 | $5,418 | $6,587 |
| 3024 | SUPV CHILDRENS RESIDENT CNLR | 2979 | $5,181 | $6,296 |

FOR THE COUNTY:

6/13/13
Janet Cory Sommer

FOR SCLEA:

6-13-13
Kimber Williams

# COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

## TENTATIVE AGREEMENT

March 21, 2013

## APPENDIX C – JUVENILE FACILTY CHANGES

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Appendix C as follows:

~~**AMENDED LETTER OF UNDERSTANDING**~~

~~**between**~~
~~**The County of Sonoma**~~
~~**and**~~
~~**Sonoma County Law Enforcement Association (SCLEA)**~~

~~During the recently concluded negotiations for a successor Memorandum of Understanding (MOU) between Sonoma County and the Sonoma County Law Enforcement Association (SCLEA), the parties achieved the following agreements regarding the implementation of classification changes within the County's Juvenile facilities:~~

~~1. Effective March 4, 2003, the Youth Supervisor series in the Probation Department (YS I, YS II, YS III and Probation Camp Supervisor) will be renamed "Juvenile Correctional Counselor" I, II, III, or IV.~~
~~2. The current classifications of YS I and YS II will become Juvenile Correctional Counselor I and Juvenile Correctional Counselor II with incumbent YS I's becoming Juvenile Correctional Counselor I's and incumbent YS II's who are not in a designated premium position becoming Juvenile Correctional Counselor II's.~~
~~3. Incumbent YS II's receiving a premium will be transitioned to either a Juvenile Correctional Counselor II or Juvenile Correctional Counselor III in the following manner:~~
~~a. The one (1) FTE YS II casework position at Camp will be reclassified to Juvenile Correctional Counselor III.~~
~~b. The eleven (11) FTE Probation Camp Supervisor positions at Camp will be reclassified to Juvenile Correctional Counselor III.~~
~~c. The five (5) FTE YS II casework positions at Sierra Youth Center will be reclassified to Juvenile Correctional Counselor III.~~
~~d. The three (3) FTE YS II Weekend Work Crew positions will become Juvenile Correctional Counselor II's with the incumbents salaries Y-rated until such time as the top step of Juvenile~~

~~Correctional Counselor II salary has become greater than the incumbents current salaries at which time they will resume receiving all scheduled increases to the Juvenile Correctional Counselor salary.~~

~~e. The four (4) FTE YS II casework positions in Community Detention at Juvenile Hall will be reclassified to Juvenile Correctional Counselor III.~~

~~f. The thirteen (13) FTE YS II casework positions at Juvenile Hall will become Juvenile Correctional Counselor II's with the eight (8) incumbents who have been assigned to their premium positions for less than the three-year guaranteed premium assignment period maintaining the seven percent (7%) premium until each three-year guarantee period expires at which time these employees will stop receiving any additional premium compensation and will then be Y-rated as described in letter "d" above. The salaries of the five (5) incumbents who have been assigned to their premium positions for longer than the three-year guaranteed assignment period will be Y-rated as described in letter "d" above.~~

FOR THE COUNTY:

Date: 3/21/13

FOR SCLEA:

Date: 3/21/2013

# COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

## TENTATIVE AGREEMENT

March 21, 2013

## APPENDIX D – MANDATORY TIME OFF

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Appendix D as follows:

~~**APPENDIX D**~~

~~LETTER OF UNDERSTANDING~~
~~COUNTY of SONOMA~~
~~AND~~
~~SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)~~

~~The County of Sonoma and SCLEA have agreed to the following regarding Sonoma County's Mandatory Time-Off Program for fiscal years 2010/2011 and 2011/2012:~~

~~1.) The SCLEA 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, effective July 1, 2010 through June 30, 2012.~~

~~2.) All regular part-time and full-time employees represented by SCLEA shall participate in the MTO Program.~~

~~3.) The MTO Program for fiscal year 2010/2011 requires 8 days (64 hours) of time-off without pay for all full-time County employees, to include 5 days (40 hours) of Holiday Closure and 3 days (24 hours) of Floating MTO, to be taken prior to the last full pay period of the 2010/2011 fiscal year. he MTO Program for fiscal year 2011/2012 requires 5 days (40 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 Attachment A), for fiscal year 2010/2011, the 40 hours of Holiday Closure MTO shall occur during Holiday Closures on December 23, 27, 28, 29, and 30, 2010. For fiscal year 2011/2012, the 40 hours of Holiday Closure MTO shall occur during Holiday Closures on December 23, 27, 28, 29, and 30, 2011. 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 24 hours (3 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 21.7) and compensatory time off (CTO) (Requests for Compensatory Time Payments – Section 14.13) shall be suspended for fiscal years 2010/2011 and 2011/2012, effective July 1, 2010 through June 30, 2012.

8.) The County agrees to reopen regarding the number of MTO hours, in the event the number of MTO hours for fiscal years 2010/2011 and/or 2011/2012 agreed to for the majority of represented employees, is less than those agreed to with SCLEA.

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.

| | |
|---|---|
| /s/ Ed Clites | 6/29/10 |
| **SCLEA** | Date |
| /s/ Carol Allen | 6/24/10 |
| **County of Sonoma** | 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.~~

**~~MTO Program Details~~**
**~~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-ration 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-ration 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.

a. 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: 3/21/13

FOR SCLEA:

Date: 3/21/2013

## COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

## TENTATIVE AGREEMENT

March 21, 2013

## APPENDIX E – STAFF DEVELOPMENT FREEZE

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Appendix E as follows:

~~**Appendix E**~~
~~LETTER OF UNDERSTANDING~~
~~COUNTY of SONOMA~~
~~AND~~
~~SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)~~

~~The County of Sonoma and SCLEA have agreed to the following regarding the Staff Development Benefit Allowance and Physical Fitness Allowance (Article 29.2-29.4) provided by the parties' MOU:~~

~~1.) Due to the unavailability of funds, the SCLEA 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 following exceptions:~~

- ~~reimbursement for, and expenses associated with, licenses and certificates required by the job specification;~~
- ~~payments necessary to maintain the County owned exercise equipment up to a total cost to the County capped at $7,500 for all units. (DSA, DSLEM, SCLEA).~~

~~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.

/s/ Ed Clites — 6/8/10
SCLEA — Date

/s/ Daniel Fulks — 6/8/10
COUNTY OF SONOMA — Date

(Signed document on file with Employee Relations)

FOR THE COUNTY:

Date: 3/21/13

FOR SCLEA:

Date: 3/21/2013

# COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

## TENTATIVE AGREEMENT

March 21, 2013

## APPENDIX F – VOLUNTARY TIME OFF

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Appendix F as follows:

~~APPENDIX F~~

~~LETTER OF UNDERSTANDING~~
~~COUNTY of SONOMA~~
~~AND~~
~~SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)~~

~~The County of Sonoma and SCLEA have agreed to the following regarding Sonoma County's Voluntary Time Off Program:~~

~~1.) The Sonoma County Law Enforcement Association (SCLEA) 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 A.~~

~~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.

/s/ Ed Clites 6/8/10
SCLEA Date
/s/ Daniel Fulks 6/8/10
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 |
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| TOTAL: | | |

~~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:

Date: 3/21/13

FOR SCLEA:

Date: 3/21/2013

## COUNTY OF SONOMA

## SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

# TENTATIVE AGREEMENT

March 21, 2013

## APPENDIX G – HOLIDAY COMPENSATORY TIME OFF

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Appendix G as follows:

~~**LETTER OF AGREEMENT**~~
~~**BETWEEN**~~
~~**THE COUNTY OF SONOMA AND**~~
~~**SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)**~~

~~**SUBJECT:** HOLIDAY COMPENSATORY TIME OFF~~

~~For a period of time, up to August 2004, some County payroll clerks were paying off holiday Compensatory Time Off (CTO) before overtime that is accrued as compensatory time, in the absence of the employee stating a preference. To address possible concerns related to the pay off of holiday compensatory time first and how that might impact an employee's final compensation for retirement, the parties agree to the following:~~

~~1. County employees are provided a choice of the type of compensatory time to be paid.~~

~~2. Where an employee has a balance of non-statutory overtime, such as non-statutory CTO hours will be accredited to holiday CTO, up to the 80 hour maximum. This transaction will take place after the second pay date in January and prior to the first pay date in February 2005.~~

~~This represents the full and final agreement of the parties.~~

~~**SIGNATURES**~~

~~FOR THE COUNTY~~ ~~FOR THE ASSOCIATION~~

FOR THE COUNTY:

Date: 3/21/13

FOR SCLEA:

Date: 3/21/2013

**COUNTY OF SONOMA**
**SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)**
Bargaining Units: 0030, 0040, 0041, 0070

# TENTATIVE AGREEMENT

June 8, 2013

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

## ~~APPENDIX H~~

~~Letter of Understanding~~

~~Shaun DuFosee, President~~
~~Sonoma County Law Enforcement Employees Association~~

~~During the recently concluded negotiations for a successor Memorandum of Understanding between Sonoma County and the Sonoma County Law Enforcement Employees Association (SCLEA), the following understandings were achieved:~~

1. ~~I t is the intent of the County departments (sheriff's Department, Probation Department, District Attorney, Human Services Department) that currently (12/02) use the Police Officer Bill of Rights (POBR) in the handling of disciplinary investigations and or actions for specified classifications to continue to apply the POBR in such cases.~~

2. ~~The Probation Department and the SCLEA will establish a Labor Management Committee to consider probation officers' operational issues raised by SCLEA during these negotiations, including the provisions and distribution of unit safety vests. SCLEA will provide the Chief probation officer an advance list of topics for discussion.~~

3. ~~Within sixty (60) days of the adoption of the successor MOU, Parks Management will schedule a meeting with SCLEA to explore the potential for utilizing safety vests and, if an agreement on utilization of safety vest is achieved, the parties will develop an implementation procedure.~~

~~If the foregoing is in conformance with you understanding, please indicate your approval and acceptance in the space provided below.~~

~~APPROVED AND ACCEPTED:~~

~~SONOMA COUNTY LAW SONOMA COUNTY~~

~~ENFORCEMENT EMPLOYEES ASSOCIATION~~

~~(Signed document on file with Employee Relations)~~

FOR THE COUNTY:

6/8/13

Janet Cory Sommer

FOR SCLEA:

6-8-13

Kimber Williams

## COUNTY OF SONOMA

### Sonoma County Law Enforcement Association (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

# TENTATIVE AGREEMENT

June 8, 2013

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

## LETTER OF AGREEMENT

The parties agree to execute the attached Letter of Agreement regarding the opportunity for the County and SCLEA to meet. This side letter shall be attached as an Appendix to the MOU.

FOR THE COUNTY:

Date: 6/8/13

FOR SCLEA:

6/13/13

Date:

LETTER OF AGREEMENT

BETWEEN THE COUNTY OF SONOMA AND
THE SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION

Law Enforcement Non-Supervisory, Unit 40, Law Enforcement Supervisory, Unit 41
Corrections And Probation – Non-Supervisory, Unit 30
Corrections And Probation – Supervisory, Unit 70

June 6, 2013

**Background:** In May 2012, the County Administrator informed all County employee organization leaders of the County's goal to reduce the County's structural deficit by reaching agreement with all employee groups to (1) reduce pension costs by reducing pensionable pay and making other related pension changes, and (2) permanently reduce and reset total compensation. Expecting all employee organizations to meet both of these goals, the County acknowledged that different bargaining units and unrepresented employees might negotiate different options for reducing and resetting total compensation.

**Opportunity To Meet:** SCLEA has expressed its concern that the County may enter into an agreement with the Deputy Sheriffs' Association (DSA) that does not meet the County's stated pension cost reduction and total compensation reduction goals. The parties agree that if SLCEA believes that the 2013 MOU agreement reached by the DSA and the County does not reduce pension costs and permanently reset total compensation by at least 3.0%, with a total net savings of at least 2.25%, consistent with the attached Bargaining Unit Comparison Chart (FY 13-14 and FY 14-15), the County and SCLEA will meet and discuss SCLEA's concerns. If SCLEA desires to meet with the County regarding this matter, it shall provide written notice to the County, outlining SCLEA's specific area(s) of concern, within 14 calendar days of the County's adoption of the successor MOU to the DSA MOU that expires on August 9, 2013. The County agrees to meet with SCLEA to discuss these concerns within 14 calendar days of receiving SCLEA's written notice. The County shall not be obligated to meet with SCLEA if SCLEA fails to provide written notice within the 14-day timeline. The requirement in this Section to meet to discuss SCLEA's concerns does not require the County to agree to re-open this MOU, or to engage in any meet and confer or related obligations pursuant to the Meyers-Milias-Brown Act or the County's Employer Relations Policy.

FOR THE COUNTY:

Date: June 13, 2013

FOR SCLEA:

Date: 6·8·13

**County of Sonoma**

**Costing Chart Illustrating 3.0% Total Compensation Reduction**
**& Add Backs For All Bargaining Units and Employee Groups (FY 13-14 and FY 14-15)**
($s in thousands)

| Row | Bargaining Unit/Group | Salary Resolution | SEIU | SCLEA | SCLEMA |
|---|---|---|---|---|---|
| 1 | 3% tc target (2 fy) | $5,800 | $10,200 | $4,159 | $244 |
| 2 | New Pension Tier | ($1,200) | ($2,000) | ($700) | ($40) |
| 3 | Eliminate Pension Spiking[1] | ($11,700) | ($5,900) | ($1,283) | ($287) |
| 4 | Eliminating EPMC | ($93) | ($5,900) | ($1,028) | ($44) |
| 5 | Other Net Cost Reductions[2] | ($350) | ($1,100) | ($2,456) | ($81) |
| 6 | Lump Sum Payments | $290 | $ 2,500 | $0 | $72 |
| 7 | Sub total $ | ($13,000) | ($12,400) | ($5,467) | ($381) |
| 8 | Sub total % of Comp Reduced | 6.7% | 3.6% | 3.9% | 4.7% |
| 9 | 1% COLA | $680 | $1,100 | $525 | $30 |
| 10 | Sub total $ | ($12,300) | ($11,300) | ($4,942) | ($351) |
| 11 | Total % | 6.3% | 3.3% | 3.6% | 4.3% |
| 12 | County Contributions to HRA/or alternative | $2,800 | $3,600 | $1,820 | $88 |
| 13 | Grand Total $ | ($9,500) | ($7,700) | ($3,122) | ($263) |
| 14 | Total % | 4.88% | 2.25% | 2.25% | 3.2% |

[1] Eliminate pension spiking opportunities includes deferred compensation, pensionable premium pays, annual sick leave conversion cash out, sick leave payoff at separation, annual vacation buy-back, supervisory leave, and converting floating holiday hour accruals to vacation accrual without increasing the vacation accrual maximum.

[2] Other net cost reductions include eliminating holiday compensatory time accrual and cash out, and/or other net cost reductions.

## COUNTY OF SONOMA

### Sonoma County Law Enforcement Association (SCLEA)

Bargaining Units: 0030, 0040, 0041, 0070

# TENTATIVE AGREEMENT

June 8, 2013

The County Of Sonoma ("County") and the Sonoma County Law Enforcement Association ("SCLEA") 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 SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

## SHIFT SCHEDULE

In June, 2012, the Sheriff's Department notified SCLEA that it planned to implement a new 8-8-10 shift schedule at the MADF, modify the hours worked at NCDF, and make associated changes. SCLEA demanded to meet and confer regarding the impact and effects of the proposed changes. The parties addressed this issue in the meet and confer process that resulted in agreement on a 2013-2015 MOU. SCLEA understands that the Department will implement the proposed changes as outlined in the March 7, 2013 memorandum from Lt. Dave House to the SCLEA President. SCLEA agrees that if the MOU is ratified by the SCLEA membership and approved by the Board of Supervisors, no further meet and confer is required regarding the shift schedule change.

FOR THE COUNTY:

Date: 6/8/13

FOR SCLEA:

Date: 6/8/13

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 41**
(This Section for use by Clerk of the Board Only.)

**To:**

| | | | |
|---|---|---|---|
| **Board Agenda Date:** | June 25, 2013 | **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | Human Resources | | |
| **Staff Name and Phone Number:** | | **Supervisorial District(s):** | |
| Marcia Chadbourne 565-2473 | | All | |

**Title:** Authorize Deposit of Funds to the Public Agency Retirement System (PARS) Post Retirement Health Care Plan Trust (OPEB).

**Recommended Actions:**

Adopt Concurrent Resolution authorizing the County Administrator and Auditor-Controller/Treasurer-Tax Collector to facilitate financial and budgetary transactions necessary to deposit with the Public Agency Retirement System (PARS) Post Retirement Health Care Plan Trust, materially consistent with the assumptions contained in the 2011 actuarial valuation of Other Post Employment Benefits (OPEB) liabilities, for the fiscal year ending June 30, 2013; and for subsequent fiscal years at June 30 of each year, materially consistent with subsequent biennial OPEB Actuarial Valuations.

**Executive Summary:**

This report seeks Board authorization for the County Administrator and County Auditor-Controller/Treasurer-Tax Collector (ACTTC) to facilitate financial and budgetary transactions necessary to transfer funds into the County's Other Post Employment Benefits (OPEB) trust administered through the Public Agency Retirement System (PARS), for the fiscal year ending June 30, 2013.

In 2008 the Board of Supervisors authorized through Resolution No. 08-0559, the County's participation in the PARS Post Retirement Health Care Plan Trust, designated the County Administrator as the Plan Administrator, and authorized all actions necessary to execute Plan Documents. This action also authorized the County Administrator and the County ACTTC to initiate financial and budgetary transactions necessary to deposit funds into the Trust, consistent with the 2007 OPEB actuarial analysis.

The purpose of the PARS OPEB trust is to finance the County's obligation for funding retiree benefits, for the benefit of retirees of the County of Sonoma, the Sonoma County Water Agency, the Community Development Commission, the Northern Sonoma County Air Pollution Control District, Sonoma County In-Home Support Services Public Authority, and the Sonoma County Agricultural Preservation and Open Space District.

The County established this irrevocable trust in 2008 and began funding in order to take advantage of a more favorable discount rate permitted for future actuarial valuations of the County's OPEB obligations. This

irrevocable trust has the added benefit of meeting the requirements of Internal Revenue Code Section 115, which allows income generated by the trust to be tax-exempt. The County began pre-funding the OPEB Trust on June 30, 2008 with an initial transfer of $7.56 million from the General Fund.

Concurrent with establishment of the PARS OPEB Trust, the County also established an internal trust fund, the Medical Retiree Clearing Trust - Index 306514. The Medical Retiree Clearing Trust is used to collect the payroll revenue which pays the County's contribution towards retiree benefit premiums, Medicare Part B premiums and administrative support costs (accounting, auditing, actuarial, information systems and legal services) and cash flow obligations going into the next fiscal year. As final year end payroll is processed and year-end invoices are paid, staff determines the appropriate amount to transfer, and it is estimated $500,000 will be available for transfer.

Since establishment of the PARS Trust, staff has sought Board authority annually for the County Administrator and County Auditor-Controller to coordinate necessary administrative transactions to the PARS OPEB Trust following final year-end processing, as fund transfers must occur at or before June 30, 2013. As of April 30, 2013 the PARS OPEB Trust Balance including interest earned and administrative fees paid was $23,472,869. As the County has now facilitated these transfers routinely over that last five years, it is recommended your Board extend authority to the County Administrator and the ACTTC now, and into the future, to collect the appropriations to meet the annual OPEB obligations, and to coordinate and facilitate the annual transfers to the PARS OPEB Trust.

Information regarding the County's funding of OPEB is included in the County's 2011/12 Comprehensive Annual Financial Report (CAFR), located at http://www.sonoma-county.org/auditor/pdf/12cafr.pdf. Note 13 to the CAFR at pages 85 - 89 include the actuarial assumptions and funding methodology, as well as the annual contributions made towards County's obligation.

**Prior Board Actions:**

6/17/08: Received 2007 actuarial report determining Sonoma County's OPEB liability.
6/17/08: Established PARS OPEB Trust and authorized transfer of funds as of 6/30/08, Reso #08-0559
6/23/09: Authorized transfer of funds to PARS OPEB Trust as of 6/30/09, Reso #09-0597, 09-0597a
6/22/10: Authorized transfer of funds to PARS OPEB Trust as of 6/30/10, Reso #10-0497
6/21/11: Authorized transfer of funds to PARS OPEB Trust as of 6/30/11, Reso # 11-0337
6/26/12: Authorized transfer of funds to PARS OPEB Trust as of 6/30/12, Reso #12-0347

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

| Fiscal Summary - FY 12-13 | | | |
|---|---|---|---|
| **Expenditures** | | **Funding Source(s)** | |
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ 500,000 | State/Federal | $ |
| | $ | Fees/Other | $ 500,000 |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 500,000** | **Total Sources** | **$ 500,000** |

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

Contributions to the Medical Retiree Clearing Trust for 2012/13 were budgeted at 7.50% of payroll within all County departments and agencies' funds. It is estimated that $500,000 will be available at June 30 and transferred to PARS.

**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:**

Concurrent Resolution

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

Concurrent resolution authorizing the County Administrator and Auditor-Controller/Treasurer-Tax Collector to facilitate financial and budgetary transactions necessary to deposit with the Public Agency Retirement System (PARS) Post Retirement Health Care Plan Trust, materially consistent with the assumptions contained in the 2011 actuarial valuation of Other Post Employment Benefits (OPEB) liabilities, for the fiscal year ending June 30, 2013.

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board Of Directors Of The Sonoma County Water Agency, The Board Of Commissioners Of The Community Development Commission, The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District, And The Board Of Directors Of The Northern Sonoma County Air Pollution Control District, Authorizing the County Administrator and the Auditor-Controller/Treasurer-Tax Collector to Facilitate Financial and Budgetary Transactions Necessary to Deposit with the Public Agency Retirement System (PARS) Post Retirement Health Care Plan Trust, Materially Consistent with the Assumptions Contained in the 2011 Actuarial Valuation of Other Post Employment Benefits (OPEB) Liabilities for the fiscal year ending June 30, 2013, and for subsequent fiscal years at June 30 of each year, consistent with subsequent biennial OPEB Actuarial Valuations.**

**Whereas,** the Board of Supervisors/Directors/Commissioners of the above listed agencies, have determined it is in the best interest of the County of Sonoma, and all of the above listed agencies it governs (the "County"), to participate in the PARS Post-Retirement Health Care Plan Trust (the "Program") to fund the liability of post-employment benefits for employees as specified in the County's policies, salary resolutions, and/or applicable collective bargaining agreements; and

**Whereas**, the PARS Program is a tax-exempt trust and plan performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the provisions of the relevant statutory provisions of the State of California; and

**Whereas,** the Board of Supervisors/Directors/Commissioners by Resolution No. 08-559 appointed the County Administrator to be the County's Plan Administrator and to execute all documents necessary to adopt the PARS Post-Retirement Health Care Plan Trust, and has annually authorized the County Administrator and the County Auditor-Controller/Treasurer-Tax Collector to initiate all financial and budgetary transactions necessary to make deposits to the Program Trust at the end of each fiscal year; and

**Whereas**, the Board of Supervisors/Directors/Commissioners previously authorized by prior resolutions, funding for other post employment benefits (OPEB) costs through a rate of payroll which is currently 7.5% for FY 2012/13, and based upon revenue

generated by that rate, provides funding of the County's OPEB Annual Required Contribution (ARC), including all direct and administrative costs for retiree medical benefits, and further authorizes transfer of designated funds to the PARS Post Retirement Health Care Plan Trust (OPEB) for the fiscal year ending June 30, 2013;

**Whereas,** the County Administrator and the County Auditor Controller/Treasurer-Tax Collector have routinely facilitated all financial transactions necessary in prior years as part of fiscal year end fund processing, and in order to facilitate this and other financial transactions, consistent with subsequent OPEB actuarial valuations, be provided authority to facilitate future fund transfers in subsequent years, to occur no later than June 30 of each fiscal year.

**Now, Therefore, Be It Resolved** that the County Administrator and Auditor-Controller/Treasurer- Tax Collector are authorized to facilitate any and all financial and budgetary transactions necessary, to make deposits with the PARS Post Retirement Health Care Plan Trust by June 30, 2013, materially consistent with the assumptions as noted in the 2011 actuarial valuation of the County's OPEB liabilities; and

**Be It Further Resolved** that the County Administrator and Auditor-Controller/Treasurer-Tax Collector are authorized to facilitate any and all future fiscal year-end financial and budgetary transactions necessary, to make deposits with the PARS Post Retirement Health Care Plan Trust in coordination with other year-end financial transactions, as appropriate and consistent with subsequent biennial OPEB actuarial valuations.

**Supervisors:**

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

# AGENDA ITEM CC: Page

A copy of the entire packet is emailed to the persons listed below on the Thursday before the Tuesday meeting. Please list your own name if you want a copy emailed to you also.

**HR Admin Tech: Do not attach this page to the set of packets submitted to the Board.**

**Department:** Human Resources

**cc:**

David Sundstrom, ACTTC

Wendy Macy, HR

Chris Thomas, CAO

Donna Dunk, ACTTC

Don Schwartz, CAO

_____, ACTTC

Marcia Chadbourne, HR

Laurna Hansen, HR

All Employee Organizations

JLMBC Members

# 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:** | Sonoma County Board of Supervisors |
| **Board Agenda Date:** June 25, 2013 | **Vote Requirement:** Majority |
| **Department or Agency Name(s):** Human Services Department | |
| **Staff Name and Phone Number:** | **Supervisorial District(s):** |
| Diane Kaljian, Adult and Aging Director 565-5950 | All |
| **Title:** Sonoma County Care Transitions Program | |

**Recommended Actions:**

Authorize the Director of the Human Services Department to execute Agreement #CT-0912-0053 for Fiscal Years 2013-2015 with the United States Department of Health and Human Services, Center for Medicare and Medicaid Services for the Human Services Department to implement the Care Transitions Program, not to exceed $1,164,056.60 at a rate of $458 per client; and authorize the Director of the Human Services Department to sign amendments to Agreement #CT-0912-0053 and extensions of said agreement for up to three additional one-year terms.

**Executive Summary:**

The Community-based Care Transitions Program is authorized under Section 3026 of the Patient Protection and Affordable Care Act. The Human Services Department Area Agency on Aging has been awarded a contract from the Center for Medicare and Medicaid Services to implement the Care Transitions Program in Sonoma County. The program agreement authorizes $458 per discharge for a total not to exceed amount of $1,164,056.60 over the three year period of the agreement. The agreement allows for a renewal of up to three additional years.

**Background**:
Care Transitions interventions are intended to assist individuals discharging from the hospital setting and reduce their likelihood of unnecessarily being readmitted to the hospital. A Care Transitions Coach helps clients improve their understanding of their medical needs and effectively follow up with primary care and community support systems. Using the evidence-based Coleman Transitions Intervention hospital readmissions are expected to be reduced by a minimum of 20%.

The Human Services Department, in collaboration with Health Services, and all seven Sonoma County hospitals, engaged in a two year long planning process. The result of this collaboration was to design the Sonoma County Care Transitions Program and a proposal for submission to the Center for Medicare and

Medicaid services. The program design is based on a pilot administered by the Adult and Aging Services Division in 2007-8 with funding from the California Health Care Foundation.

The Adult and Aging Services Division will administer Sonoma County's Care Transitions Program. During the extensive root cause analysis, 1,270 of Sonoma County's over 70,000 Medicare beneficiaries were determined to be at high risk of hospital readmission. These high risk individuals will be referred to a "Care Transitions Coach." The coaches will visit the client both in the hospital prior to discharge and at home. The coaches will refer individuals with more complex medical needs to the senior public health nurse for short term follow up intervention.

**Prior Board Actions:**

None.

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

Sonoma County Care Transitions meets the goal of a safe, healthy and caring community by empowering Medicare beneficiaries to remain healthy, access community supports and live independently as long as possible.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 1,164,056.60 | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ 1,164,056.60 |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** 1,164,056.60 | **Total Sources** | **$** 1,164,056.60 |

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

The anticipated revenue and expenditures will be included in the Fiscal Year 2013-2014 1st Quarter Consolidated Adjustments.

**Staffing Impacts**

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

| **Narrative Explanation of Staffing Impacts (If Required):** |
| --- |
| |
| **Attachments:** |
| |
| **Related Items "On File" with the Clerk of the Board:** |
| Agreement #CT-0912-0053 |

# 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 25, 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 and Economic Assistance Service Agreements |

**Recommended Actions:**

1. Authorize the Director of the Human Services Department to execute service agreements with Conservation Corps North Bay ($705,448) and Social Advocates for Youth ($1,642,192) for youth education and employment services, for a combined total of $2,347,640 for the period July 1, 2013 to June 30, 2014.
2. Authorize the Director of the Human Services Department to execute a service agreement with Legal Aid of Sonoma County for referral to legal services, for a total of $50,000 for the period July 1, 2013 to June 30, 2014.
3. Authorize the Director of the Human Services Department to execute a service agreement with The Volunteer Center of Sonoma County for referral services and CalFresh application assistance, for a total of $210,110 for the period July 1, 2013 to June 30, 2014.

**Executive Summary:**

This item requests Board authority for various contracts for the following services during FY 13/14: Youth Education and Employment Services, Referral to Legal Services, Referral Services and CalFresh Application Assistance.

**Service Agreements**

These contracts 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 specified. The renewals of these contracts for fiscal year 2013-2014 are based on the current year performance by the individual contractor and funding availability. See below for competitive procurement timelines.

**Employment & Training Division Youth Education & Employment Services (YEES)**

The Youth Education & Employment Services (YEES) program is funded by the Workforce Investment Act which provides low-income youth and young adults with career preparation and educational

support services to teach the relationship between academic learning and workplace application, prepare youth to be citizens and leaders, and provide support services needed to reduce barriers to success in school and in the workplace. YEES is a comprehensive program based on the 10 Workforce Investment Act required elements with a strong emphasis on work experience as provided by the Sonoma County Youth Ecology Corps (SCYEC).

**Sonoma County Youth Ecology Corps (SCYEC)**

In 2009, a coalition of groups including the Sonoma County Water Agency, Sonoma County Workforce Investment Board, Sonoma County Human Services Department, and the Sonoma County Office of Education and contracted community based organizations established the Sonoma County Youth Ecology Corps (SCYEC). Each summer the program provides local youth ages 14-24 with paychecks, environmental education, and work experience. Young adults can also continue working on Water Agency projects throughout the remainder of the year. Projects benefit the community and the environment, encourage youth to stay in or return to school, and enhance the future employability of participants. The program for summer 2013 will employ approximately 220 Sonoma County youth and young adults. Crews will work on creeks, streams, parks, Lake Sonoma, and multiple other sites throughout the County to improve waterways and local parks for the benefit of the community.

YEES was procured in 2012 and will be due for a new procurement process in Spring 2015.

Conservation Corps North Bay (CCNB) – Youth Education and Employment Services – $705,448
This agreement provides services to eligible youth in the Rohnert Park and Cotati region and to young adults who attend CCNB's John Muir Charter School on site at their Cotati office. The program also includes the Sonoma County Youth Ecology Corps (SCYEC) to provide approximately 48 youth with work experience on community projects during the summer and throughout the year.

Social Advocates for Youth – Youth Education and Employment Services – $1,642,192
This agreement provides services to eligible youth throughout Sonoma County through the YouthLink consortium of regionally-based organizations including The Center for Social and Environmental Stewardship, West County Community Services, Petaluma People Services, and Sonoma County Adult and Youth Development. Social Advocates for Youth acts as the lead agency of the consortium. Each organization delivers the YEES program and the SCYEC work experience program within their region. The YouthLink consortium will provide approximately 174 youth with work experience on community projects during the summer and throughout the year.

**SonomaWORKS Program**

The SonomaWORKS program provides services to 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. Assistance and referrals to legal services help participants overcome barriers to obtaining and retaining employment.

Legal Aid of Sonoma County — Referral to Legal Services Program — $50,000
This agreement provides assistance and referrals to SonomaWORKS clients who need help with legal issues that interfere with their ability to obtain and retain employment. Services include workshops on resolving legal issues, clinics on family law, child custody and support, landlord/tenant relationships, and other topics. Funds are not used to pay participants' fines, other legal obligations, or representation.

In March 2013, the Human Services Department issued a Request for Letter of Interest (RFLI) to

procure a service provider for the SonomaWORKS Referral to Legal Services Program. The RFLI resulted in a single letter of interest from the current contractor, Legal Aid of Sonoma County. Legal Aid has delivered these services for the past ten years and therefore the Department developed an agreement with the agency for approval by the Board of Supervisors.

**Economic Assistance Division Referral Services and CalFresh Application Assistance**

The Volunteer Center of Sonoma County – Referral Services and CalFresh Application Assistance – $210,110
The agreement with the Volunteer Center provides for Sonoma County's 2-1-1 Information & Referral program, which is a 24-hour telephone referral service call center. The Volunteer Center recruits, trains, and supervises Information & Referral volunteers and maintains, manages, and staffs the 2-1-1 program, which is part of a unique nation-wide referral system. The agreement also includes the provision of CalFresh application assistance through the 2-1-1 system. The Volunteer Center has been designated by the California Public Utilities Commission as the local program operator for Sonoma County's 2-1-1 program. The State does not allow more than a single operator in a region.

**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 are strategic investments in prevention-focused policies and interventions that reduce poverty, increase equal opportunity for quality education and employment, and increase healthy community environments.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 2,607,750 | Select an item. | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ 2,607,750 |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** 2,607,750 | **Total Sources** | **$** 2,607,750 |

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

Funding amounts for these programs are included in the Human Services Department's proposed FY 13-14 budget. Funding sources include the Workforce Investment Act, Temporary Assistance for Needy Families (TANF), Water Agency, Realignment, and Supplemental Nutrition Assistance Program (SNAP).The Department has no other contracts with Conservation Corps North Bay, Legal Aid of Sonoma County, or the Volunteer Center. Social Advocates for Youth has $5,482,084 in contracts with the Human Services Department which includes the contract referenced in this board agenda item.

| 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:** | | | |
| Service Agreements | | | |

# 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 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Sherry Alderman, 565-8501

**Supervisorial District(s):**
All

**Title:** Child Care Planning Council of Sonoma County

**Recommended Actions:**

Approve the Child Care Funding Priorities by Zip Code, as identified by the Child Care Planning Council of Sonoma County, and authorize the Director of the Human Services Department to sign the Department of Education's Local Priorities Report forms on behalf of the Board of Supervisors.

**Executive Summary:**

**Role of the Board of Supervisors with the Child Care Planning Council of Sonoma County**

The Board of Supervisors originally established the Sonoma County Child Care Planning Council on October 20, 1992, to meet the requirements mandated by the passage of AB 2141, which created local child care and development planning councils to identify local priorities for child care and state preschool expansion funds, among other tasks.

Subsequently, with the passage of AB 1542 in 1997, which established the CalWORKs program, the Board was required to designate a local child care planning council to establish priorities for state-funded child care and development services and develop a comprehensive countywide plan for child care. On September 29, 1998, the Board of Supervisors designated the initial Sonoma County Child Care Planning Council, established under AB 2141, as the local council required under the AB 1542 legislation.

The mission of the Child Care Planning Council of Sonoma County is to convene and inspire the community through collaboration, leadership, and advocacy to promote and plan for quality child care and development services for the benefit of all children (birth to 18), their families, and Sonoma County.

**Local Priorities Report**

The Department of Education requires local child care planning councils to identify local priorities for new child care funding by Zip Code areas and submit them to the Board of Supervisors and the County Superintendent of Schools for approval, before submitting them to the California Department of Education. These local funding priorities are used by the Department of Education to prioritize funding requests for local child care services when additional funds are available. Funds may become available due to state funding increases, or current contractors

returning funds to the state. Even if there are any legislative changes to child care and development funding methodologies or structures, these priority area determinations may be used by the state in considering reallocations of any available funding. The priority funding recommendations are currently used for state funding for pre-school programs and for programs providing subsidized child care for low income families.

Local funding priorities are determined using a Department of Education formula that pulls data from various sources, including the United States Census Report. Approval by the Board of Supervisors and County Superintendent of Schools is required when there is change in funding priorities. There is such a change this year based on the most recent data.

Data on numbers of eligible children in each zip code area are compared to numbers of children currently being served by state-funded child care. Based on comparative percentages and numbers of un-served children, zip code areas are then designated as a Priority 1 (top priority zip code area for new child care funding) or Priority 2 (second priority area for additional funds); all remaining zip code areas were designated as Priority 3.

In this year's priority area calculations, there are 13 changes; these changes are primarily due to changes in area demographics and zip code area definitions. There have not been significant changes in child care supply in the past year. This year, two zip code areas moved up from Priority 3 to Priority 2, six zip code areas moved down from Priority 2 to Priority 3, and five zip code areas moved down from a Priority 1 to a Priority 2. For California State Preschool Preschool (CSPP) contract funding, which serves 3-5 year olds, Cotati (94931), Forestville (96436), Guerneville (95446) and Healdsburg (95448) no longer reach the threshold for number of un-served children to qualify for Priority 2, and so are now Priority 3. Santa Rosa's 95405 area, Cloverdale (95425), Sebastopol (95472), Sonoma (95476) and Windsor (95492) no longer reach the threshold for number of un-served children to qualify for Priority 1, and so are now Priority 2. For General Child Care and Development (CCTR) contract funding, which serves 0-12 year olds, Cazadero (95421) and Monte Rio (95462) reached the threshold for number of un-served children to qualify for Priority 2; Geyserville (95441) and Glen Ellen (95442) no longer reach the threshold for number of un-served children to qualify for Priority 2, and so are now Priority 3.

This year's priorities were the subject of a public hearing to allow for public comment, held on June 7, 2013. No objections to these new funding priorities were raised during the public hearings, and they were approved by the Child Care Planning Council. These new priorities have been reviewed and approved by the Sonoma County Superintendent of Schools. The attached report contains the new priorities by zip code.

**Prior Board Actions:**

April 13, 2010 - April 10, 2012 – Passed resolutions recognizing Week of the Young Child
April 13, 2010 and October 25, 2011: Approved the Child Care Planning Council of Sonoma County Advocacy Priorities.
March 21, 2000 - June 22, 2010: Approved the Sonoma County Child Care Planning Council's Funding Priorities by Zip Code.
September 21, 1999 – November 13, 2012: Appointed/reappointed members of the Sonoma County Child Care Planning Council and approved by-laws which established term of membership.
September 29, 1998: Designated the Sonoma County Child Care Planning Council as the local child care planning council required under AB 1542 (CalWORKs).
October 20, 1992: Established the Sonoma County Child Care Planning Council as a standing committee representing the Board of Supervisors by Resolution No. 92-1583.

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

The mission of the Child Care Planning Council of Sonoma County is to convene and inspire the community through collaboration, leadership and advocacy to promote and plan for quality child care and development for

| | | | |
|---|---|---|---|
| the benefit of all children (birth to 18), their families and Sonoma County. | | | |
| **Fiscal Summary - FY 12-13** | | | |
| **Expenditures** | | **Funding Source(s)** | |
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

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

**Staffing Impacts**

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

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

**Attachments:**

California Department of Education Local Priorities Report form

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

**Local Planning Council (LPC) County Priorities Report Form**

**Return To:**
Local Planning Council Consultant
Child Development Division
1430 N Street, Suite 3410
Sacramento, CA 95814
**Due Date: April 5, 2013**

Please complete all the information requested below:

| County Name: | LPC Coordinator Name and Telephone Number: |
|---|---|
| **Sonoma** | **Carol Simmons, (707) 524-2792** |

The LPC hereby certifies that the priorities as indicated below have been prepared and reviewed in accordance with Education Code requirements. Please check off all boxes that apply.

- ☐ The priorities submitted to CDD in 2012 are still valid, no change is needed, and spreadsheet(s) are attached for both CCTR and CSPP
- ☒ The priorities have been revised for 2013 and spreadsheet(s) are attached for both CCTR and CSPP.
- ☒ The LPC used Option 1 to establish priorities **1 and 2**, ~~and 3~~.
- ☐ The LPC used Option 2 to establish priorities 1, 2, and 3.
- ☒ The LPC used Option 3 for Priority 3.
- ☐ The LPC used Option 4 for Priority 3.

**SIGNATURES***

| County Board of Supervisors Representative | Telephone Number | Date |
|---|---|---|
| | | |
| County Superintendent of Schools Representative | Telephone Number | Date |
| | | |
| Local Child Care Planning Council Chairperson | Telephone Number | Date |
| | | |

# CSPP
# Sonoma County

| County Code Number | Zip Code | LPC Priority |
|---|---|---|
| 49 | 94928 | 1 |
| 49 | 94931 | 3 |
| 49 | 94951 | 3 |
| 49 | 94952 | 1 |
| 49 | 94954 | 1 |
| 49 | 95401 | 1 |
| 49 | 95403 | 1 |
| 49 | 95404 | 1 |
| 49 | 95405 | 2 |
| 49 | 95407 | 1 |
| 49 | 95409 | 1 |
| 49 | 95412 | 3 |
| 49 | 95421 | 3 |
| 49 | 95425 | 2 |
| 49 | 95436 | 3 |
| 49 | 95439 | 3 |
| 49 | 95441 | 3 |
| 49 | 95442 | 3 |
| 49 | 95446 | 3 |
| 49 | 95448 | 3 |
| 49 | 95452 | 3 |
| 49 | 95462 | 3 |
| 49 | 95465 | 3 |
| 49 | 95471 | 3 |
| 49 | 95472 | 2 |
| 49 | 95476 | 2 |
| 49 | 95492 | 2 |
| 49 | 95497 | 3 |

**All unlisted zips are Priority 3**

# CCTR
# Sonoma County

| County Code Number | Zip Code | LPC Priority |
|---|---|---|
| 49 | 94922 | 3 |
| 49 | 94923 | 3 |
| 49 | 94928 | 1 |
| 49 | 94931 | 1 |
| 49 | 94951 | 3 |
| 49 | 94952 | 1 |
| 49 | 94954 | 1 |
| 49 | 95401 | 1 |
| 49 | 95403 | 1 |
| 49 | 95404 | 1 |
| 49 | 95405 | 1 |
| 49 | 95407 | 1 |
| 49 | 95409 | 1 |
| 49 | 95412 | 3 |
| 49 | 95421 | 2 |
| 49 | 95425 | 1 |
| 49 | 95436 | 2 |
| 49 | 95439 | 3 |
| 49 | 95441 | 3 |
| 49 | 95442 | 3 |
| 49 | 95446 | 2 |
| 49 | 95448 | 1 |
| 49 | 95462 | 2 |
| 49 | 95465 | 2 |
| 49 | 95471 | 3 |
| 49 | 95472 | 1 |
| 49 | 95476 | 1 |
| 49 | 95492 | 1 |

**All unlisted zips are Priority 3**

# 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 Supervisors |
| **Board Agenda Date:** | June 25, 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:** | Multipurpose Senior Services Program (MSSP) FY 2013-14 Standard Agreement |

**Recommended Actions:**

Authorize the Director of Human Services to sign the Multipurpose Senior Services Program (MSSP) Standard Agreement # MS-1314-11 with the California Department of Aging for FY 2013-14 in the amount of $685,600 to receive funds to operate MSSP in Sonoma County and to execute future agreement amendments to adjust for revenue changes.

**Executive Summary:**

The Board of Supervisors is requested to authorize the Director of Human Services to sign Standard Agreement # MS-1314-11 with the California Department of Aging (CDA). A copy of the agreement is on file with the Clerk.

This agreement with the California Department of Aging contains funding for the Multipurpose Senior Services Program (MSSP) to operate in Sonoma County. MSSP provides case management services to Medi-Cal eligible seniors who are frail and at risk of institutionalization. It is operated with state and federal funds under a Medicaid Waiver. Total funding for FY 2013-14 is $685,600 the same amount as prior years.

**Prior Board Actions:**

The Board has approved state contracts for operation of the Multipurpose Senior Services Program (MSSP) each fiscal year since 1985.

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

Assists frail seniors to remain safely at home.

| Fiscal Summary - FY 13-14 | | | | | |
|---|---|---|---|---|---|
| **Expenditures** | | | **Funding Source(s)** | | |
| Budgeted Amount | $ | 685,600 | | $ | |
| Add Appropriations Reqd. | $ | | State/Federal | $ | 685,600 |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **685,600** | **Total Sources** | **$** | **685,600** |

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

Funds are included in the FY 2013-14 Human Services Department approved budget.

**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:**

Multipurpose Senior Services Program (MSSP) FY 2013-14 Standard Agreement

# County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Nick Honey, Division Director, (707) 565-4343
Regina de Melo, Program Planning Analyst, (707) 565-4346

**Supervisorial District(s):**

All

**Title:** Contracted Prevention and Supportive Services for Child Welfare Clients

**Recommended Actions:**

Authorize the Human Services Director to execute agreements for the period of July 1, 2013 to June 30, 2014, with California Parenting Institute ($422,000 and $82,000), Drug Abuse Alternatives Center ($105,000), Seneca Family of Agencies ($39,382) and Social Advocates for Youth ($39,382) to provide supportive services to child welfare clients as well as families diverted from the Child Welfare system, for a total amount of $687,764.

**Executive Summary:**

This item requests authority to execute agreements for supportive services to child welfare clients and well families diverted from the Child Welfare system for FY 13/14 with the following entities: California Parenting Institute ($422,000 and $82,000), Drug Abuse Alternatives Center ($105,000), Seneca Family of Agencies ($39,382) and Social Advocates for Youth ($39,382).

**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 needed services to parents and families to overcome issues and learn 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. Services are either mandated as a part of the parent's court-approved plan to reunify or remain with their children, or they are voluntary and offered as a preventative support. Without these services, families may enter the child welfare system or 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.

**Prevention Services**

Preventative services are provided through federal Promoting Safe and Stable Families Funding and are designed for families that are diverted from the child welfare system. The funding for Promoting Safe and Stable Families (PSSF) programs is from the federal PSSF and Community Based Child Abuse Prevention (CBCAP) allocations, which must be used for community-based child abuse prevention services provided to high risk families. This funding was sequestered, and the amount available for contracted services is $160,764, which reflects a 9% reduction from prior year's funding.

In April of 2013, the Human Services Department conducted a Request for Proposals (RFP) process for PSSF funding. The review committee consisted of two management level County staff members (both from outside of the Division of Family, Youth and Children) and one Family Services Manager from a large, local community based organization. Five proposals were received and met minimum qualifications; three agencies were selected as a result of the procurement: California Parenting Institute (CPI), Social Advocates for Youth (SAY), and the Seneca Family of Agencies (Seneca). All service providers are able to provide services on a countywide basis. The Human Services Department is requesting the Board of Supervisors approval of the recommendations from the Promoting Safe and Stable Families RFP Review Committee to fund CPI, SAY and Seneca to provide prevention services to clients diverted from the Child Welfare system.

CPI will provide the Positive Parenting Program (Triple P), an evidence-based model of parent education and support. SAY will provide Functional Family Therapy, which is also evidence-based, and Solution Focused Brief Therapy. Seneca will provide a Lifelong Families Program, a social support model that aims to assist families with building support for themselves in their own communities.

The RFP review committee recommended that the proposal from California Parenting Institute be fully funded at $82,000 due to the high demand and positive outcomes associated with the Triple P Parenting Education that they were proposing. The remaining funding was divided equally between the other two recommended programs, each receiving $39,382. Each provider will be doing a different service with different levels of intensity. The number of families served by each program is agreed upon in the Scope of Work and based on how many the provider can serve with their particular service type.

The three service providers will work collaboratively with HSD-Family, Youth and Children's Division to serve families identified by child welfare social workers using the Structured Decision Making Assessment tools as being high-risk for entering the Child Welfare System. Referrals to their agencies are made exclusively by HSD-FYC staff, based on having investigated an allegation of child abuse or neglect. PSSF contractors will operate on a countywide basis, serving families in their own homes whenever possible and appropriate. All three agencies will work closely and collaboratively with each other and HSD-FYC staff to ensure optimal program efficiency and effectiveness. Planning and data collection for program evaluation will be underway shortly to evaluate the effect of each intervention on measurable child welfare outcomes.

**Substance Abuse Treatment Services**

At one time, 49% of open cases were affected by parental methamphetamine (Stuart, M. [2008]. *Methamphetamine Use and Child Welfare in Sonoma County*. Sonoma County Human Services Department internal report). If substance abuse is identified as part of the issue that led to abuse or neglect, the Social Worker requires families to complete community based substance abuse treatment services as part of their case plan. In order to provide these services, the Human Services Department would like to renew its' contract with the Drug Abuse Alternatives Center for a total contract amount of $105,000 of County 2011 realignment funds for fiscal year 2013-2014. Drug Abuse Alternatives Center

provides vital substance abuse treatment and therapy services to drug dependent individuals. For Family, Youth and Children's clients, these services will include case management and individual and group therapy sessions. Therapeutic treatment services are provided in accordance with evidence/research based best practices as discussed in the Treatment Improvement Protocols and Technical Assistance Publication series, published by the Substance Abuse and Mental Health Services Administration. All services are on a fee for service basis at the established rates that DAAC utilizes for all funders. The contract amount is based on projected usage derived from historical experience with the provider.

**Client Support Services through California Parenting Institute**

Client Support Services are provided to families that have active child welfare cases 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, Supervised Visitation and Resource Assistance. As one of the currently contracted providers, California Parenting Institute (CPI) provides Parenting Education, Resource Assistance, Supervised Visitation and therapy services. Their contract for these services is $422,000 of County 2011 realignment funds, and the Scope of Work requires that they serve a minimum of 540 families in their Resource Assistance, Supervised Visitation and Parenting Education programs.

For the 2013-2014 fiscal year, the CPI contract for Client Support Services has been increased by a total of $57,000 from the prior year. $47,000 of that amount will be used to provide additional Resource Assistance work previously done by another contractor that will not be renewing their current contract. CPI has been providing Resource Assistance through their Client Support Services contract for the last fiscal year, and was the only other contractor that applied for Resource Assistance during the 2011 procurement process. The additional $10,000 is for therapy services; CPI has had a separate therapy contract procured through an RFA process in 2011, the renewal for the 2013-2014 fiscal year has been included in this contract.

**Prior Board Actions:**

Annual contracts for Promoting Safe and Stable Families and Client Support Services were approved by the Board in June 2012 and Substance Abuse Treatment services were approved in November 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, treat substance abuse, educate parents, and create support systems for families; all of which promotes the safety of children and likelihood that families will remain intact.

| Fiscal Summary - FY 13-14 | | | | | |
|---|---|---|---|---|---|
| **Expenditures** | | | **Funding Source(s)** | | |
| Budgeted Amount | $ | 687,764 | County General Fund | $ | 527,000 |
| Add Appropriations Reqd. | $ | | State/Federal | $ | 160,764 |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | 687,764 | **Total Sources** | **$** | 687,764 |

**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. California Parenting Institute ($422,000 and $82,000), Drug Abuse Alternatives Center ($105,000), Seneca Family of Agencies ($39,382) and Social Advocates for Youth ($39,382).

**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:**

Contracts with California Parenting Institute (one for Promoting Safe and Stable Family services and one for Client Support Services), DAAC, Seneca and SAY.

# County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Nick Honey 565-4343

**Supervisorial District(s):**
All

**Title:** Transitional Housing-Plus (THP+)

**Recommended Actions:**

Authorize the Director of the Human Services Department to execute an agreement for $390,000 with TLC Child and Family Services for the administration of the Transitional Housing-Plus program for the period of 07/01/13 to 06/30/14.

**Executive Summary:**

This item requests authority for execute an agreement with TLC Child and Family Services for administration of the Transitional Housing-Plus program for FY 13/14 for $390,000.

**Background**:
THP-Plus (Transitional Housing Program) is a supported housing program established by the California State Legislature in 2001 to assist youth in making a safe, supported transition from foster care. The program is administered by the California Department of Social Services. The program helps young people make a successful transition to independent adulthood by providing up to 24 months of affordable housing assistance coupled with comprehensive support services such as life skills training, job readiness training, 24-hour crisis intervention and support, case management and coordination with the Independent Living Program.

THP-Plus is designed to allow a youth to participate for up to 24 months and the contractor receives $2,500 per month for each enrolled youth. Sonoma County has been extremely successful in keeping the youth enrolled in the THP-Plus Program for the full 2 years; the state average is 13 months, compared to Sonoma County's average of 20 months. The cost per youth drops when there is a quicker turnover of youth in the program, but that also can indicate that youth are 'dropping out "of the program and not completing the program as it was designed.
The most recent RFP process for this program was completed in 2012. True to Life Counseling was awarded this contract beginning July 1, 2012 and renewed annually up to a total of 3 years. There are 12 slots in the program and it is anticipated with normal turnover that up to 20 youth will be served in the

course of 2103/2014.

Since its implementation in July 2007, 58 youth have been enrolled. As of the last day of the quarter, March 31, 2013, 9 are employed, 5 are in educational programs and 6 have health insurance. Enrollment of youth at the end of this quarter is 12 in Sonoma County and 577 statewide.

**Prior Board Actions:**

6/12/2012 Authorized an agreement with TLC Child and Family Services for $390,000 to provide the Transitional Housing Program Plus services for the 2012/2013 fiscal year.

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

This program provides much needed support to former foster youth as they transition to adulthood, lessening the potential impact of homeless, hunger and criminal involvement.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 390,000 | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ 390,000 |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 390,000** | **Total Sources** | **$ 390,000** |

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

Funding is included in the Departments adopted FY 13/14 budget.

**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:** |
| --- |
| Contract |

# 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:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**
Jerry Dunn 565-5750

**Supervisorial District(s):**
All

**Title:** Unanticipated CalWORKs Revenue

**Recommended Actions:**

Adopt a resolution authorizing budgetary adjustments to the 2012-2013 final budget for the Human Services Department in the amount of $461,737 for future capital needs for the CalWORKS program (4/5th vote required)

**Executive Summary:**

The Department has received an additional $461,737 in FY 2012-2013 in CalWORKs monies as a result of funding that has been redistributed from counties that have had under-expenditures in the current fiscal year.

Because these CalWORKs funds are recommended to be used for one-time costs (funding will not necessarily be received in future years), the Department is recommending that this unanticipated revenue be placed into a Capital Projects Fund. This recommendation is due to the anticipation that the CalWORKs program will be seeing a significant increase in funding in FY 2013-2014 requiring the potential addition of space for staff and service delivery.

Based on the May Revise, Sonoma County anticipates receiving additional CalWORKs funding in FY 2013-2014. This projected additional funding is intended to provide CalWORKs recipients with the greatest likelihood of success during their 24-months of CalWORKs services. Specifically, the additional funding is intended to expand subsidized employment, implement of a new appraisal tool, and provide an array of case management and supportive services to stabilize families.

In order to meet these new service needs, the Department intends to expand its space to accommodate staff and service delivery. The CalWORKs and Workforce Investment Act (Job Link) programs moved into new space at the Lakes in June 2011. Since that time, we have seen considerable growth in the Department. We have maximized our space at the Department by moving all CalWORKs-related services to their current location. As a result, we have no additional space and are looking at space at and adjacent to the current office space. Moving these one-time monies into the Capital Project Fund will allow the Department to explore additional space options and move-in expenses. The Department will return to the Board with a follow-up item if we believe additional space is needed.

**Prior Board Actions:**

March 24, 2009: Board approved a resolution authorizing budgetary adjustments to the 2008-2009 final budget for the Capital Projects Fund in the amount of $505,834.

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

The Department is recommending the use of one-time only funds, which will be lost if not spent, to invest in future CalWORKs service needs.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ 461,737 | State/Federal | $ 461,737 |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 461,737** | **Total Sources** | **$ 461,737** |

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

Funds are from FY 2012/2013 State redistributed CalWORKs funding. There is no cost to the County.

**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:**

Budget Resolution

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

None

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☑ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing Budgetary Adjustments To The 2012-13 Final Budget For The Capital Project Fund – Human Services Improvement Projects And The Human Services Department, In The Amount Of $461,737.**

**Whereas,** the Board of Supervisors has adopted a Final Budget for the Human Services Department, and the Capital Project Fund – Human Services Improvement Projects; and

**Whereas,** the Governmental Code allows for adjustments to the Final Budget during the 2012-13 Fiscal Year;

**Now, Therefore, Be It Resolved**, that the County Auditor-Controller is hereby authorized and directed to make all necessary operating transfers and the following budgetary adjustments:

Financing Uses

Capital Project Fund: Human Services Improvement Projects

| | | | |
|---|---|---|---|
| 203 | 150722-8510 | Building/Improvements | $461,737.00 |

Financing Sources

Special Revenue Fund: Human Services Department

| | | | |
|---|---|---|---|
| 002 | 159014-2131 | State – CalWORKS | $461,737.00 |

**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:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Nick Honey 565-4343

**Supervisorial District(s):**
All

**Title:** Wraparound Program Services

**Recommended Actions:**

Authorize the Director of the Human Services Department to execute an agreement for $3,800,000 with Social Advocates for Youth for the administration of the Wraparound Program for the period of 7/1/13 to 6/30/14.

**Executive Summary:**

The Department is requesting that the Board authorize the Director of the Human Service Department to execute an agreement with Social Advocates for Youth to provide Wraparound Program Services for the period of 7/1/13 to 6/30/14 for the amount not exceed $3,800,000. The amount budgeted for 2013-2014 is a $600,000 increase from the 2012-2013 budget. The increase is because the targeted caseload will increase from 55 youth to up to 72 youth. The state approved Sonoma County's Implementation plan for Wraparound services to serve up to 72 youth; this increase will have Sonoma County reaching its goal.

Wraparound is targeted for high-risk youth who are in high level group home placement or at risk of high level placement. A high-level group home placement is the highest placement option for those youth who are unable to reside in a family-type setting due to the severity of their behavior or other issues. The program is designed to safely return youth in high-level group home care to their families and communities or to help youth at imminent risk of placement in high level group home to remain safely with their families and community. Wraparound uses foster care funding that would normally pay for a youth to reside in a high level group home which costs from $8,869 to $9,419 per month per youth, and instead directs the funds to service providers.

Social Advocates for Youth (SAY) receives referrals for children from the Human Services foster care program and from Probation. SAY and their partners, Seneca, deliver all components of the Wraparound Program by offering an array of services and support that will keep or return a child to a family-based placement or to their parent. Services include assessments and direct services such as in-home support,

parent coaching and skill development, respite care, tutoring school support, therapy and other services that may be needed by the family to keep or return a child from a group home to a family-based permanent placement.

Wraparound can reduce the amount of time a child spends in a group home setting or prevent a child having to be housed in a high level group home placement. Over time, group home placements should be reduced, length of placement in high level group care should decrease, and permanency options for youth should increase.

In the three years the Wraparound program has been in existence, 55 youth have either stabilized and are able to remain at home or have returned home to their families and communities. This includes foster youth from both Human Services and Probation, and youth with mental health concerns formerly covered by AB 3632. The proportion of youth in out of home care in Sonoma County who are in group homes is currently 18.6%. Youth enrolled in the program experienced very few placement disruptions while in the program. 58% of youth who exited the program had zero disruptions while in the program.

Although the proportion of children in group homes placement has reduced, we expect to see a greater reduction by focusing on referral of children already in high level group home placements. The majority of referrals to date have been for youth deemed to be at risk of group home placement.

In collaboration with Mental Health, Probation, the Court and other public agency partners, an evaluation of the Wraparound program is being finalized. The outcome of this evaluation will likely impact the program design for the next RFP process. This 3 year contract is being extended for an additional year through June 2014 to allow completion of the evaluation, development of changes in the program referral process and design and release of a new RFP in time for July 1, 2014.

County procurement concurs with this plan.

**Prior Board Actions:**

In June 2012, an agreement was authorized with SAY for $3,200,000 to provide the Wraparound Program services for the 2012-2013 fiscal year.

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

This program is designed to safely return youth in high-level group home care to their families and communities or to help youth at risk of placement in high level group home to remain with their families and community.

| Fiscal Summary - FY 13-14 | | | | | |
|---|---|---|---|---|---|
| **Expenditures** | | | **Funding Source(s)** | | |
| Budgeted Amount | $ | 3,800,000 | County General Fund | $ | **3,800,000** |
| Add Appropriations Reqd. | $ | | State/Federal | $ | |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **3,800,000** | **Total Sources** | **$** | **3,800,000** |

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

Senate Bill 163 authorized counties to use the state and county share of foster care placement dollars that would otherwise have been paid to a group home. As part of the 2011 realignment, the funding source is now all county funds. Previously the funding sources were 40% state and 60% county. Funding is included in the Department's FY 13-14 budget.

**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:**

Contract

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 50**
(This Section for use by Clerk of the Board Only.)

| | |
|---|---|
| **To:** | Board of Supervisors of Sonoma County |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | Department of Health Services and Human Services Department |
| **Staff Name and Phone Number:** | Rita Scardaci, 565-4700; Kim Seamans, 565-2198 |
| **Supervisorial District(s):** | Countywide |
| **Title:** | Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Schools Subcontractor Agreements and Unanticipated Funding |

**Recommended Actions:**

Authorize the Director of Health Services to execute the third amendment to an agreement with Roseland School District, expanding the scope of work to include SNAP-Ed nutrition education and physical activity services for students at Roseland School District elementary schools, increasing the contract by $256,551 resulting in a new total not to exceed amount of $340,999, and extending the term end date from September 30, 2014 to September 30, 2016.

Authorize the Director of Health Services to execute an agreement with Guerneville Elementary for SNAP-Ed nutrition education and physical activity services and to implement a Community Transformation Grant funded active recess program for students at Guerneville Elementary for the period October 9, 2012 to September 30, 2016, in an amount not to exceed $90,993.

Approve unanticipated revenue in the amount of $71,335 for the purpose of expanding Harvest of the Month SNAP-Ed nutrition education services.

**Executive Summary:**

This item request approval to fund various Supplemental Nutrition Assistance Program-Education (SNAP-Ed) programs including an amendment to the current agreement with the Roseland School District to provide $256,551 more in funding for a new total of $340,999 and extending the term through September 30, 2016; an agreement with Guerneville Elementary for $90,993 through September 30, 2016; and approving new revenue of $71,335 for Harvest of the Month education services.

The Department of Health Services (DHS) and the Human Services Department (HSD) both received funding to perform efforts related to SNAP-Ed/CalFresh in fiscal years 2012 and 2013. Collaboratively, DHS and HSD work to effectively deliver SNAP-Ed related services to the community. This partnership enables DHS to coordinate nutrition education and awareness efforts related to healthy eating for the CalFresh-eligible population in Sonoma County, and HSD to evaluate the Countywide SNAP-Ed nutrition

education program.

In Sonoma County, approximately 43 percent of low-income Sonoma County children ages 5-11 are overweight or obese. Factors contributing to this issue include poor nutrition and physical inactivity. Recent data shows that approximately 42 percent of Sonoma County children ages 2-11 are not eating the recommended five servings of fruits and vegetables per day and are drinking one or more sodas per day. Additionally, data from the 2011-2012 California's physical fitness test shows that 35 percent of Sonoma County 5th graders do not meet the Healthy Fitness Zone standards for aerobic capacity and 46 percent do not meet the standards for body composition. Economically disadvantaged students in the 5th grade, comprised largely of Latinos, were significantly less likely to meet the Healthy Fitness Zone for body composition than their non-economically disadvantaged counterparts.

The Center for Disease Control and Prevention notes that schools play an important role in addressing the obesity epidemic, stating that "promotion of physical activity and healthy eating have long been fundamental components of the educational experience… Research has shown that well-designed, well-implemented school programs can effectively promote physical activity and healthy eating." The Department of Health Services (DHS) and the Human Services Department (HSD) are dedicated to the development of comprehensive school wellness programs that are sustainable, easy to implement, and based on best or promising practices.

Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Grant

In January 2012, DHS received Supplemental Nutrition Assistance Program-Education (SNAP-Ed) funds from the California Department of Public Health (CDPH) to implement the Community Nutrition Expansion Project (CNEP) in federal fiscal year (FFY) 2012. In October 2012, DHS received additional SNAP-Ed funding from CDPH in the amount of $2,531,278 for FFY 2013-2016. This funding will be used to expand CNEP work through implementation of a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption among Sonoma County's CalFresh eligible population, and engage schools to implement comprehensive, sustainable school wellness programs through FFY 2016. School-based strategies supported by this funding are designed to increase access and consumption of healthy food and beverages on campus. These strategies include:

- Increasing the number of wellness policy provisions adopted by the school and/or school district to improve the school food and physical activity environment.
- Integrating the Harvest of the Month program into child nutrition services.
- Providing 30 minutes of structured classroom-based Harvest of the Month education once a month delivered by kindergarten through sixth grade teachers.
- Providing 30 minutes of structured classroom-based nutrition and physical activity education once a month delivered by second through fifth grade teachers.
- Institutionalizing a parent education program to promote school/district wellness policies.
- Implementing additional strategies to increase access and consumption of health foods, such as Farm to School, salad bars at school sites, and garden to classroom programs.

Community Transformation Grant (CTG)

Sonoma County is a recipient of the Community Transformation Grant (CTG), a select funding effort by the federal government, working closely with state and local government and community-based organizations, to address people's health and well-being through health care reform by building and

transforming the systems in local communities that influence health. In October 2012, the Board approved multiple agreements with specific organizations, identified as partners in the CTG proposal, to implement Board-approved CTG programs and activities. In order to address the CTG goals associated with active living outcomes, DHS seeks to award additional contracts to fund active recess programs through a competitive process. Active recess programs aim to increase physical activity in elementary schools by engaging students in physical activity during a majority of recess time through age appropriate games and other organized activities. Active Recess is taught to students by trained "Recess Coaches" who encourage kids to get moving; they play games, get fit, and have fun.

Community-Based Contracts

DHS released a Healthy Schools Request for Proposals (RFP) on October 22, 2012 to implement a SNAP-Ed and CTG funded school wellness program to provide nutrition education to increase access and consumption of healthy food and beverages and to increase physical activity opportunities at schools. Two proposals were received in response to this RFP. A four-person review committee with knowledge of health and wellness in school settings evaluated both proposals. Based on demonstrated ability to perform the services outlined in the scope of work, proposed budget and staffing, and ability to implement comprehensive school wellness approaches, the committee recommended funding Roseland School District. In March 2011 DHS entered into an agreement with Roseland School District to support increased consumption of healthy foods; decreased calorie consumption, and increased physical activity through classroom-based nutrition and physical activity education and school lunch policies. The Department proposes amending this existing agreement to expand the scope of work to include SNAP-Ed nutrition education and physical activity services for students at elementary schools in Roseland School District and increasing the budget by $256,551.In order to increase the number of participating schools, DHS released a second SNAP-Ed RFP on January 18, 2013 and received three additional applications. DHS also released an Active Recess mini-grant RFQ on April 25, 2013. The review committee was reconvened and following an evaluation of the three second round proposals, recommended one school, Guerneville Elementary, for SNAP-Ed and Active Recess funding. DHS recommends entering into agreement with Guerneville Elementary for SNAP-Ed nutrition education and physical activity services ($86,353) and to implement a CTG-funded active recess program ($4,640) for students at Guerneville Elementary.

This funding will help to improve overall health, particularly in Latino youth, and move Sonoma County towards achieving the vision of being the healthiest county in California by the year 2020.

Unanticipated SNAP-Ed Funding

The Human Services Department is requesting approval of unanticipated SNAP-Ed funding. HSD received a grant of $249,182 for FY 2012-2013 and subsequently an additional $71,335 from the California Department of Social Services (CDSS) and the Food and Nutrition Service (FNS) for April 15, 2013 to September 30, 2013.Since 2011 HSD has collaborated with DHS to implement nutrition interventions and educate CalFresh participants on making healthier food choices within their limited budgets.HSD plans to use this funding to hire a time-limited extra help employee to promote Harvest of the Month at food outlets, Farmers Markets, Community Supported Agriculture farm stands and restaurants in identified low-income communities. The Harvest of the Month program is an outreach program designed to motivate and empower students to increase consumption and enjoyment of a variety of colorful fruits and vegetables and to engage in physical activity every day. Because parents, as role models and primary purchasers of family food, play a significant role in promoting healthy eating and

physical activity among their children, it is important to engage them directly at the places they purchase food.HSD plans to expend grant funding the following ways:$29,193: Funds will provide the salary for time-limited, extra help 0.75 FTE Administrative Aide through September 30, 2013. This position is an important resource in collaboration efforts with DHS on the Harvest of the Month program.$36,595: Funds will provide for telephone, office supplies and mileage for staff to conduct site visits, and attend the County Nutrition Action Planning Committee. $5,547 attributed to indirect costs. These costs are a percentage of total expenses or personnel or both. Balance of indirect costs are allotted to the County.HSD will partner with DHS, Regional Network for a Healthy California, Community Health Collaborative, St. Joseph Health System, the local Food System Alliance and Communities of Excellence (CX-3) to coordinate outreach to each identified location.

**Prior Board Actions:**

In January 2012 the Board approved an agreement with CDPH for the County to receive $250,000 to implement the Sonoma County Community Nutrition Expansion Project.

In March 2012 the Board approved an amendment to an agreement with Roseland School District increasing the amount by $13,920 and expending the contract term by nine months, for a new not to exceed contract total of $87,692 and an end date of September 30, 2014.In October 2012 the Board approved an agreement to accept $249,182 in federal Supplemental Nutrition Assistance Program Education (SNAP-Ed) funds to be used for local nutrition education. Also in October 2012 the Board approved single source agreements funded by CTG.

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

The work to be performed by community-based organizations under the recommended agreements is consistent with County and DHS Strategic Plan goals of creating a safe, healthy, and caring community and improving the health and community well-being. Project activities provide opportunities for Sonoma County schools with a high number of low-income students to improve access to healthy food and physical activity opportunities for the students. Unanticipated SNAP-Ed funding allows HSD to promote and support healthy eating and physical activity throughout life to low income individuals and families.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 108,172 | County General Fund | $ | 0 |
| Add Appropriations Reqd. | $ | 71,335 | State/Federal | $ | 179,507 |
| | $ | | Fees/Other | $ | 0 |
| | $ | | Use of Fund Balance | $ | 0 |
| | $ | | Contingencies | $ | 0 |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **179,507** | **Total Sources** | **$** | **179,507** |

| **Narrative Explanation of Fiscal Impacts (If Required):** | | | |
|---|---|---|---|
| The FY 13-14 budget includes $79,664 for Roseland School District and $28,508 for Guerneville Elementary. The $176,887 balance for Roseland School District and $62,485 balance for Guerneville Elementary will be included in future budgets. Budget adjustment will be made in FY 13-14 second quarter consolidated budget process to appropriate the $71,335 unanticipated SNAP-Ed funding. | | | |
| **Staffing Impacts** | | | |
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |
| **Narrative Explanation of Staffing Impacts (If Required):** | | | |
| N/A | | | |
| **Attachments:** | | | |
| Roseland School District Agreement and Guerneville Elementary Agreement | | | |
| **Related Items "On File" with the Clerk of the Board:** | | | |
| None | | | |

# MODIFICATION NUMBER THREE OF AGREEMENT FOR SERVICES BETWEEN COUNTY OF SONOMA AND ROSELAND SCHOOL DISTRICT

On March 21, 2011, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as "County," and Roseland School District, a government entity, hereinafter referred to as "Contractor," entered into a service agreement.

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

1. Provision 1.1 is hereby revised to read as follows:

1.1 Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A2 – Scope of Work" attached hereto and incorporated herein by this reference (hereinafter "Exhibit A2"), 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 A2," the provisions in the body of this Agreement shall control.

2. Provision 2 is hereby revised to read as follows:

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

For all services and incidental costs required hereunder, Contractor shall be paid $70,528 for HEAL Phase II activities, $13,920 for Community Transformation Grant activities, and $256,551 for SNAP-Ed activities on a time and material/expense basis to the extent funds are available to the County in accordance with the budget set forth in "Exhibit B2," provided, however, that total payments to Contractor shall not exceed three hundred forty thousand, nine hundred ninety-nine dollars ($340,999), without the prior written approval of County. Any "HEAL Phase II" and "Community Transformation Grant" fund balance remaining at the end of the respective fiscal years shall automatically be carried forward to the subsequent fiscal years. 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.

3. Provision 3 is hereby revised to read as follows:

3. Term of Agreement. The term of this Agreement shall be from March 1, 2011 to September 30, 2016 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Provision 6 is hereby revised to read as follows:

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

5. Provision 13 is hereby revised to add the following paragraphs:

13.9 SNAP-Ed Grant Contract Documents. The Contractor agrees to comply with the California Department of Public Health (CDPH) provisions for the SNAP-Ed Grant, including the Special Terms and Conditions ("Exhibit D"), Additional Provisions ("Exhibit E") and Travel Reimbursement Information ("Exhibit F"). Any questions relating to the provisions should be directed to the County.

6. Delete Exhibits A1 and B1 in their entirety and replace with Exhibits A2 and B2.

7. Exhibits C, D, E, and F are hereby added to the terms and conditions of this agreement.

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

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives this 13th day of May, 2013.

**CONTRACTOR:**

By: _____ Date: 5/13/13
Gail Ahlas, Superintendent
Roseland School District

**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: 5/15/13
Division Director or Designee

**Approved as to Form:**

By: _____ Date: _____
Deputy County Counsel

# Exhibit A2
# Scope of Work

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings

**Strategy 1:** Strengthen and Implement School Wellness Policies

| HEAL Phase II Scope of Work<br>March 21, 2011 – June 30, 2014 | | | | |
|---|---|---|---|---|
| **Objective(s)** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| 1. By 5/31/13, more robust schools wellness policies will be adopted by the school district to improve eating and activity environments of the school, including:<br>• Policies affecting food<br>• Classroom environment<br>• Physical activity<br>• School health environment<br>• Before and after school environment | 1.) Communicate current school wellness policies to parents, students, teachers and other staff. | Superintendent<br><br>Principals<br><br>Student Services Coordinator | Aug - Sept '11<br>Aug – Sept '12 | Summary of communication efforts |
| | 2.) Convene and attend district wellness committee meetings which will meet at least three times per school year (at least one in the fall and at least two in the winter/spring) to establish school wellness plan for implementing, updating and/or measuring programs and policies. | Cafeteria Manager<br><br>Champion Teachers<br><br>Nurse<br><br>Assistant Principal<br><br>Family Coordinator | Aug '11 – May '12<br>Aug '12 – May '13 | District Wellness Committee minutes |
| | 3.) Involve parents, students, school board, school administrators, school food service, and the public in developing, identifying, and/or modifying school/district wellness policies that include, but are not limited to, the following: | Superintendent<br><br>Cafeteria Manager | Ongoing | Modified school wellness policies |

| HEAL Phase II Scope of Work<br>March 21, 2011 – June 30, 2014 | | | | |
|---|---|---|---|---|
| **Objective(s)** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| | • *Second chance breakfast*<br>• *Healthy breakfast*<br>• *Healthy school lunches*<br>• *Harvest of the Month*<br>• *Cafeteria water stations*<br>• *Structured nutrition and physical activity classroom education*<br>• *Physical activity in the classroom*<br>• *Active recess*<br>• *Safe Routes to School*<br>• *Parent education program*<br>• *Worksite Wellness* | Champion Teachers<br><br>Project Lead<br><br>Assistant Principal | | |
| | 4.) Recommend adoption of new or updated school/district wellness policies to the School Board. | Superintendent. | May ‘13 | Board minutes<br>Adopted policy |
| | 5.) Assist HEAL staff in disseminating and collecting school wellness assessments at the end of every academic year from principals, food service, teachers and district wellness committee representative. | Cafeteria Manager<br><br>Champion Teachers<br><br>Project Lead | April ‘11<br>April ‘12<br>April ‘13<br>April ‘14 | Annual school wellness assessment |

REPORTING DELIVERABLES: Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April ’11, ’12, ’13, ‘14), worksite wellness assessment (fall ’11, spring ’14), parent survey (fall ’11, spring ‘14), teacher survey (Dec & April), and 5th grade student survey (fall ’11, spring ‘14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings

**Strategy 2:** Implement and institutionalize Healthy Breakfast and alternative breakfast program that consist of nutritional requirements that meet or exceed the new federal requirements

| **HEAL Phase II Scope of Work<br>March 21, 2011 – June 30, 2014** | | | | |
|---|---|---|---|---|
| **Objective(s)** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| 1. By 5/31/14, schools will implement "Healthy Breakfast" standards for school breakfasts which will meet each of the following nutritional requirements:<br><br>• Include at least three of the five food groups<br>• Offer fresh fruit or vegetable each day of the week<br>• Breakfast cereal may contain no more than 6 grams of sugar, unless it provides 3 or more grams of fiber<br>• All grain/bread products should contain no more than 35% sugar by weight.<br>• Offer at least a serving of whole grains 3 or more days each week<br>• Offer only low-fat and fat-free milk each day (no sweetened milks) | 1.) Work with the Network for Healthy California to train cafeteria staff on nutrition education and food safety and Harvest of the Month. | Cafeteria Manager | Aug – Sept '11<br>Aug – Sept '12<br>Aug – Sept '13 | Training sign-in sheet |
| | 2.) Apply for Fruit and Vegetable Program grants, as necessary | Cafeteria Manager | Ongoing | Grant application submitted |
| | 3.) Work with school food providers to meet Healthy Breakfast nutritional requirements, including incorporating Harvest of the Month produce in school breakfast whenever possible | Cafeteria Manager | Ongoing | School menus will reflect compliance with Healthy Breakfast standards. |
| | 4.) Assist HEAL evaluators to assess the Healthy Breakfast program, such as providing information for menu reviews and helping to schedule food service interviews. | Cafeteria Manager | Annually | School menus will reflect compliance with Healthy Breakfast standards. |
| | 5.) Promote Healthy Breakfast by informing teachers, parents, and students of changes (e.g. school newsletters, menus, website, etc.) | Cafeteria Manager | Aug '11- May '12<br>Aug '12 – May '13<br>Aug '13 - May '14 | Summary of communication efforts |

| HEAL Phase II Scope of Work<br>March 21, 2011 – June 30, 2014 | | | | |
|---|---|---|---|---|
| **Objective(s)** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| 2. By 5/31/14, schools will implement an alternative breakfast program (e.g. Second Chance Breakfast, Universal Breakfast) | 1.) Explore and implement an alternative breakfast program(s) (e.g. Second Chance Breakfast, Universal Breakfast) | Cafeteria Manager<br><br>Business Manager | Aug '11- May '12<br>Aug '12 – May '13<br>Aug '13 - May '14 | Second Chance Breakfast Implementation |
| | 2.) Promote participation in alternative breakfast program by informing teachers, parents, and students (e.g. school newsletters, menus, website, etc) | Cafeteria Manager<br>Principals | Aug '11- May '12<br>Aug '12 – May '13<br>Aug '13 - May '14 | Summary of communication efforts |
| | 3.) Provide information on school breakfast participation rates as part of the school wellness assessment | Cafeteria Manager | April '11<br>April '12<br>April '13<br>April '14 | School wellness assessment |

REPORTING DELIVERABLES: Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April '11, '12, '13, '14), worksite wellness assessment (fall '11, spring '14), parent survey (fall '11, spring '14), teacher survey (Dec & April), and 5th grade student survey (fall '11, spring '14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings

**Strategy 3:** Schools will implement Healthy School Lunches that exceed existing federal requirements

| **HEAL Phase II Scope of Work<br>March 21, 2011 – June 30, 2014** | | | | |
|---|---|---|---|---|
| **Objective(s)** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| 1. By 5/31/14, lunches at schools will meet each of the following nutrition requirements in accordance with the new school wellness policies:<br>• Offer a different vegetable each day of the week<br>• Offer dark green or orange vegetables 3 or more days each week<br>• Offer dry beans and/or peas 1 or more days each week<br>• Offer a different fruit each day of the week (at least 2 days bring fresh fruit)<br>• Offer at least a serving of whole grains 3 or more days each week<br>• Offer only low-fat and fat-free milk each day (no sweetened milks) | 1.) Work with the Network for Healthy California to train cafeteria staff on nutrition education and food safety and Harvest of the Month. | Cafeteria Manager | Aug – Sept ‘11<br>Aug – Sept ‘12<br>Aug – Sept ‘13 | Training sign-in sheet |
| | 2.) Work with school food providers to meet Healthy School Lunch nutritional requirements, including incorporating Harvest of the Month produce in school lunch whenever possible | Cafeteria Manager | Ongoing | School menus will reflect compliance with Healthy Lunch standards |
| | 3.) Assist HEAL evaluators to assess the Healthy School Lunch program, such as providing information for menu reviews and helping to schedule food service interviews. | Cafeteria Manager | Ongoing | School menus will reflect compliance with Healthy Lunch standards |
| | 4.) Promote Healthy Lunch by informing teachers, parents, and students of changes (e.g. school newsletters, menus, website, etc.) | Cafeteria Manager | Aug ’11- May ‘12<br>Aug ’12 – May ’13<br>Aug ’13 - May ‘14 | Summary of communication efforts |
| | 5.) Provide information on school lunch participation rates as part of the school wellness assessment | Cafeteria Manager | April ‘11<br>April ‘12<br>April ‘13<br>April ‘14 | School wellness assessment |

REPORTING DELIVERABLES: Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April ’11, ’12, ’13, ‘14), worksite wellness assessment (fall ’11, spring ’14), parent survey (fall ’11, spring ‘14), teacher survey (Dec & April), and 5th grade student survey (fall ’11, spring ‘14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings

**Strategy 4:** Provide education and promote fruit and vegetable consumption through Harvest of the Month (HOTM)

| **HEAL Phase II Scope of Work<br>March 21, 2011 – December 31, 2013** | | | | |
|---|---|---|---|---|
| **Objective(s)** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| 1. By 5/31/13, schools will implement Harvest of the Month (HOTM) campaigns through food service. | 1.) Work with the Network for Healthy California to train cafeteria staff on nutrition education and food safety and Harvest of the Month. | Cafeteria Manager | Aug – Sept '11<br>Aug – Sept '12<br>Aug – Sept '13 | Training sign-in sheet |
| | 2.) Create breakfast and lunch meals and salad bars that incorporate, as much as possible, HOTM featured produce each month | Cafeteria Manager | Aug '11- May '12<br>Aug '12 – May '13 | School breakfast, lunch and salad bar menus will reflect incorporation of HOTM produce |
| | 3.) Display educational and promotional materials in the cafeteria to promote HOTM each month | Cafeteria Manager | Aug '11- May '12<br>Aug '12 – May '13 | Summary of cafeteria promotional materials |
| | 4.) Promote HOTM featured produce each month by providing teachers, parents, and students educational materials (e.g. newsletters, menu slicks, posting on school website, etc.) | Cafeteria Manager | Aug '11- May '12<br>Aug '12 – May '13 | Summary of communication efforts |
| | 5.) Coordinate with food service staff, teachers and/or student interns at the beginning of each semester to determine the best days and times to pick up prepared HOTM produce. | Cafeteria Manager | Aug '11- May '12<br>Aug '12 – May '13 | HOTM school schedule |
| | 6.) Provide prepared HOTM produce for 4th and 5th grade classrooms each month. | Cafeteria Manager | Aug '11- May '12<br>Aug '12 – May '13 | Mid- and End- of Year Teacher Survey |

| HEAL Phase II Scope of Work<br>March 21, 2011 – December 31, 2013 | | | | |
|---|---|---|---|---|
| **Objective(s)** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| | 7.) Provide prepared HOTM produce for 2nd and 3rd grade classrooms each month. | Cafeteria Manager | Aug ’12 – May ’13 | Mid- and End- of Year Teacher Survey |

REPORTING DELIVERABLES: Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April ’11, ’12, ’13, ‘14), worksite wellness assessment (fall ’11, spring ’14), parent survey (fall ’11, spring ‘14), teacher survey (Dec & April), and 5th grade student survey (fall ’11, spring ‘14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings

**Strategy 5:** Install water stations in cafeterias

| **HEAL Phase II Scope of Work<br>March 21, 2011 – June 30, 2014** | | | | |
|---|---|---|---|---|
| **Objective(s)** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| 1. By 5/31/14, schools will make free, fresh drinking water available in school food service areas in accordance with SB1413. | 1.) Increase access to free, fresh drinking water for students during meal times in one of the following ways:<br>• Provide or plan for chilled/filtered drinking stations<br>• Provide water dispensers in the cafeteria/food service area<br>• Maintain school site water fountains<br><br>(Visit the CA Dep. of Education website more information www.cde.ca.gov/ls/nu/he/water.asp) | Superintendent. | Aug '11- May '12 | Before/after photos |
| | 2.) Provide encouragement to parents and families to replace drinking sugar-loaded beverages at home with water (e.g. through school newsletters, flyers, school or district website, etc.) | Cafeteria Manager<br><br>Principals | Aug '11- May '12<br>Aug '12 – May '13<br>Aug '13 - May '14 | Summary of communication efforts |
| | 3.) Assist HEAL evaluators to assess the sugar sweetened beverage consumption rates of 5th grade students | Champion Teachers | Oct '11<br>Apr – May '14 | Completed 5th grade student survey |

REPORTING DELIVERABLES: Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April '11, '12, '13, '14), worksite wellness assessment (fall '11, spring '14), parent survey (fall '11, spring '14), teacher survey (Dec & April), and 5th grade student survey (fall '11, spring '14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings

**Strategy 6:** Institutionalize structured nutrition and physical activity classroom education

| **HEAL Phase II Scope of Work<br>March 21, 2011 – June 30, 2014** | | | | |
|---|---|---|---|---|
| **Objective(s)** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| 1. By 5/31/14, 2nd, 3rd, 4th and 5th grade students will receive 30 minutes of structured classroom-based nutrition and physical activity education curriculum every other week. | 1.) Collaborate with DHS, Network for a Healthy California, Sonoma County Bike Coalition, teachers and other partners to identify best-practice curriculum (e.g., Harvest of the Month, PowerPlay, Rethink Your Drink, Safe Routes to School, Dairy Council) and develop program for 2nd through 5th graders | Champion Teachers<br><br>Project Lead | Apr- May ‘11<br>Apr – May ‘12<br>Apr – May ‘13 | Summary of collaboration effort |
| | 2.) Coordinate the review of any newly proposed curriculum | Champion Teachers<br><br>Project Lead | Apr- May ‘11<br>Apr – May ‘12<br>Apr – May ‘13 | Summary of curriculum review |
| | 3.) Work with intern coordinator to provide student interns with necessary information to volunteer in the schools (e.g. TB clearance and fingerprinting) | Personnel | Aug ‘11<br>Jan ‘12<br>Aug ‘12<br>Jan ‘13 | Summary of communication efforts |
| | 5.) Coordinate intern classroom visits to 4th and 5th grade classrooms | Champion Teachers<br><br>Assistant Principal<br><br>Project Lead | Aug ‘11<br>Jan ‘12<br>Aug ‘12<br>Jan ‘13 | Intern schedule |
| | 6.) Coordinate intern classroom visits to 2nd and 3rd grade classrooms | Champion Teachers<br><br>Assistant Principal | Aug ‘12<br>Jan ‘13 | Intern schedule |

| HEAL Phase II Scope of Work<br>March 21, 2011 – June 30, 2014 | | | | |
|---|---|---|---|---|
| **Objective(s)** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| | | Project Lead | | |
| | 7.) Coordinate 4th and 5th grade teacher training on selected curriculum | Champion Teachers<br><br>Assistant Principal<br><br>Project Lead | Aug - Sept '11<br>Aug – Sept '12 | Training sign-in sheet |
| | 8.) Coordinate 2nd and 3rd grade teacher training on selected curriculum | Champion Teachers<br><br>Assistant Principal | Aug – Sept '12 | Training sign-in sheet |
| | 9.) Provide nutrition education to students in grades 2 - 5, including HOTM tastings | SSU Interns | Sept '11- May '12<br>Sept '12 – May '13 | HOTM produce order |
| 2. By 12/31/13, 3rd, 4th and 5th grade students will receive two Safe Routes to School lessons in the classroom | 1.) Coordinate with the Sonoma County Bike Coalition to schedule SRTS classroom education lessons for grades 3, 4 and 5. | | Oct '11<br>Oct '12<br>Oct '13 | SRTS classroom education schedule |
| | 2.) Coordinate with the Sonoma County Bike Coalition to schedule bike rodeos for 4th graders | | Oct '11<br>Oct '12<br>Oct '13 | SRTS bike rodeo schedule |
| 3. By 12/31/13, the nutrition and physical activity classroom education program will be evaluated. | 1.) Work with the Sonoma County Bike Coalition to distribute and collect evaluations for grade 3, 4, 5 teachers who received SRTS classroom education | Champion Teachers | Oct '11<br>Oct '12<br>Oct '13 | Completed SRTS evaluations |
| | 2.) Coordinate the distribution of a mid-year survey to teachers to assess nutrition education implementation | Champion Teachers | Dec '12 | Completed mid-year teacher surveys |

| HEAL Phase II Scope of Work<br>March 21, 2011 – June 30, 2014 | | | | |
|---|---|---|---|---|
| **Objective(s)** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| | | | | |
| | 3.) Partner with DHS to schedule teacher focus groups to assess implementation and plan for teachers to conduct in-class education the following year | Champion Teachers | Apr - May ‘12<br>Apr - May ‘13 | Focus group schedule |
| | 4.) Coordinate the distribution of year-end survey to teachers to assess nutrition education and physical activity education | Champion Teachers | April ‘11<br>April ‘12<br>April ‘13 | Completed year-end teachers surveys |

REPORTING DELIVERABLES: Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April ’11, ’12, ’13, ‘14), worksite wellness assessment (fall ’11, spring ’14), parent survey (fall ’11, spring ‘14), teacher survey (Dec & April), and 5th grade student survey (fall ’11, spring ‘14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings

**Strategy 7:** Increase opportunities for physical activity in the classroom

| **HEAL Phase II Scope of Work<br>March 21, 2011 – June 30, 2014** | | | | |
|---|---|---|---|---|
| **Objective(s)** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| 1. By 5/31/14, all elementary students will receive 50 minutes per week of structured classroom physical activity ("instant recess") | 1.) Collaborate with HEAL staff, Network for a Healthy California, teachers and other partners to identify best-practice classroom physical activity programs to implement "instant recess" (e.g. Network for a Healthy California Classroom Energizers, CATCH, SPARK, etc) and develop program for K through 6th grade. | Champion Teachers<br><br>Project Lead | May '11 – Jun '11 | Summary of collaboration effort |
| | 2.) Coordinate teacher training on selected program | Champion Teachers<br><br>Project Lead | Aug – Sept '11<br>Aug – Sept '12<br>Aug – Sept '13 | Training sign-in sheet |
| | 3.) Coordinate the distribution of a mid-year survey to teachers who will be asked to estimate the number of minutes per week they engaged students in "instant recess" | Champion Teachers<br><br>Project Lead | Dec '12<br>Dec '13 | Completed mid-year teacher surveys |
| | 4.) Coordinate the distribution of year-end survey to teachers, who will be asked to estimate the number of minutes per week they engaged students in "instant recess" | Champion Teachers<br><br>Project Lead | April '11<br>April '12<br>April '13<br>April '14 | Completed year-end teachers surveys |

REPORTING DELIVERABLES: Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April '11, '12, '13, '14), worksite wellness assessment (fall '11, spring '14), parent survey (fall '11, spring '14), teacher survey (Dec & April), and 5th grade student survey (fall '11, spring '14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings

**Strategy 8:** Institutionalize Safe Routes to/from School (SRTS)

| **HEAL Phase II Scope of Work<br>March 21, 2011 – June 30, 2014** | | | | |
|---|---|---|---|---|
| **Objective(s)** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| 1. By 5/31/14, institutionalize and expand participation in SRTS programs to promote walking and biking to/from school. | 1.) Convene and facilitate SRTS team meetings (comprised of community partners, school staff, parents and students) to accomplish the following:<br>• Encourage students and parents to walk and bike to/from school (e.g., Walking Wednesday's, incentives, bike rodeos, SRTS map, walking school bus, bike train)<br>• Identify and address infrastructure and enforcement issues with City and County officials | Assistant Principal<br><br>Family Coordinator<br><br>Student Services Coordinator | Aug '11- May '12<br>Aug '12 – May '13<br>Aug '13 – May '14 | Meeting minutes<br><br>Encouragement program efforts<br><br>Infrastructure changes (e.g. before and after photos) |
| | 2.) Coordinate biannual student SRTS tallies with teachers in the fall and spring | Champion Teachers | Aug '11- May '12<br>Aug '12 – May '13<br>Aug '13 – May '14 | Biannual student tallies (transportation mode to/from school) |
| | 3.) Implement a sustainable a program(s) that encourage students to walk and bike to/from school weekly (e.g. Walking Wednesdays, Fire up your Feet Fridays, etc.) | Champion Teachers<br><br>Assistant Principal | Aug '11- May '12<br>Aug '12 – May '13<br>Aug '13 – May '14 | Summary of program |
| | 4.) Coordinate with the Sonoma County Bike Coalition to schedule Safe Routes to School classroom lessons for grades 3, 4 and 5, and bike rodeos for grade 4. (see strategy 6, objective 2) | Assistant Principal | See strategy 6, objective 2 | See strategy 6, objective 2 |

| HEAL Phase II Scope of Work<br>March 21, 2011 – June 30, 2014 | | | | |
|---|---|---|---|---|
| **Objective(s)** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| | 5.) Coordinate the distribution of the school wellness assessment, which contains questions on SRTS | Champion Teachers | April '11<br>April '12<br>April '13<br>April '14 | School Wellness Assessment |

REPORTING DELIVERABLES: Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April '11, '12, '13, '14), worksite wellness assessment (fall '11, spring '14), parent survey (fall '11, spring '14), teacher survey (Dec & April), and 5th grade student survey (fall '11, spring '14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings

**Strategy 9:** Develop a parent education program

| HEAL Phase II Scope of Work<br>March 21, 2011 – June 30, 2014 | | | | |
|---|---|---|---|---|
| **Objective(s)** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| 1. By 5/31/13 , schools will institutionalize a parent education program to promote school policies *(i.e. healthy fundraiser, healthy snacks, parent groups)* | 1.) Inform parents of school policies (e.g. healthy school snacks, healthy fundraisers, healthy classroom parties and school events). | Family Coordinator<br>Student Services Coordinator<br>Cafeteria Manager<br>Principals | Aug - Sept '11<br>Aug – Sept '12 | Summary of communication efforts |
| | 2.) Inform parents of food service changes (e.g. healthier school breakfast, alternative breakfast options, healthier school lunches) | Family Coordinator<br>Student Services Coordinator<br>Cafeteria Manager | Aug - Sept '11<br>Aug – Sept '12 | Summary of communication efforts |
| | 3.) Provide educational materials to parents, based on parent forums topics and/or classroom education (e.g. Rethink Your Drink, Safe Routes to School, Harvest of the Month, MyPlate, healthy cooking, etc.) | Family Coordinator<br>Student Services Coordinator<br>Project Lead | Aug - Sept '11<br>Aug – Sept '12 | Summary of communication efforts |
| | 4.) Provide space for community partners to conduct parent forums | Principals | Aug '11- May '12<br>Aug '12 – May '13 | Schedule of parent forums |
| | 5.) Coordinate the distribution of pre and post parent surveys | Family Coordinator<br>Student Services Coordinator<br>Project Lead | Oct '11<br>Apr-May '14 | Pre and post survey |

REPORTING DELIVERABLES: Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April '11, '12, '13, '14), worksite wellness assessment (fall '11,

spring ’14), parent survey (fall ’11, spring ‘14), teacher survey (Dec & April), and 5th grade student survey (fall ’11, spring ‘14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings.
4) Increase physical activity in institutional settings

**Strategy 10:** Develop and implement worksite wellness policies at schools.

| **HEAL Phase II Scope of Work<br>March 21, 2011 – June 30, 2014** | | | | |
|---|---|---|---|---|
| **Objective(s)** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| By 5/31/14, based on school environmental assessment and employee health risk assessment, worksite wellness policies for the school district will be developed and implemented *(e.g., healthy meetings, healthy vending, physical activity program)* | **1.) Partner with community partner (e.g., St. Joseph Health or Kaiser) to:**<br>• Provide health risk assessments to inform employees of their personal health risks and detail how they can achieve better health through specific lifestyle changes<br>• Provide each school or school district with a "health snapshot" of the workforce | Cafeteria Manager<br><br>Project Lead | Ongoing | Health Risk Assessment |
| | 2.) Identify and develop a worksite wellness policy | Superintendent | Aug – Dec '13 | Worksite wellness policy adopted |
| | 3.) Communicate worksite wellness and school policies to teachers and staff | Principals | Jan – May '14 | Summary of communication efforts |
| | 4.) Partner with local worksite wellness experts (i.e. St. Joseph Health System's Workforce Health Initiative, Kaiser, Northern California Center for Well-Being, Dairy Council, etc.) to get technical assistance to develop and implement worksite wellness program components, as needed. | Superintendent<br><br>District Office Staff | Ongoing | Summary of technical assistance provided |
| | 5.) Work with HEAL staff to conduct baseline and follow-up worksite wellness environmental assessment. | Superintendent | May '11<br>April '14 | Workplace Environmental Assessments |

REPORTING DELIVERABLES: Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April '11, '12, '13, '14), worksite wellness assessment (fall '11, spring '14), parent survey (fall '11, spring '14), teacher survey (Dec & April), and 5th grade student survey (fall '11, spring '14).

**Objective Outcome:** Schools will develop sustainable programs that train and equip recess coaches to implement more active play with students on the playground.

| CTG Scope of Work<br>March 2013 – September 30, 2014 | | | | |
|---|---|---|---|---|
| **Strategies** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables & Outcomes** |
| 1. Implement Active Recess, at Roseland Elementary, Roseland Creek Elementary, and Sheppard Elementary, where students engage in physical activity during a majority of recess time through age appropriate games and other organized activities. | 1. Assign or hire an Active Recess Coordinator to set up sustainable Active Recess program that will continue when the grant ends. | 1. Superintendent | 1. February 2013 | Log of number of playground supervisors/active recess coaches recruited<br><br>Training logs & sign-in sheets<br><br>Support and technical assistance meeting notes and log<br><br>Completed evaluation components (e.g., pre/post surveys, etc.) |
| | 2. Attends monthly Active Recess Coordinator Meeting to plan for implementation. | 2. Active Recess Coordinator | 2. February-May 2013 | |
| | 3. Identify Active Recess Coaches who will receive training on how to teach students Active Recess. | 3. Active Recess Coordinator | 3. March 2013 | |
| | 4. Coordinate Active Recess Coach training. Department of Health Services (DHS) staff will work with community partners to provide Active Recess Coach Training. | 4. Active Recess Coordinator | 4. March 2013 | |
| | 5. Schedule and coordinate Active Recess Evaluator visits to conduct baseline assessment of recess. | 5. Active Recess Coordinator | 5. March 2013 | |
| | 6. Teach students Active Recess. Schools will determine best approach to training students, engaging DHS staff or community partners for technical assistance, as needed. For example: whole school assembly, individual classroom trainings, grade level assembly, training kids on the playground, etc. | 6. Active Recess Coach(es) | 6. April 2013 – September 2014 | |
| | 7. If applicable, identify and train new Active Recess Coaches who will receive training on how to teach students Active Recess. | 7. Active Recess Coordinator | 7. August-September 2013 | |

| CTG Scope of Work<br>March 2013 – September 30, 2014 | | | | |
|---|---|---|---|---|
| **Strategies** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables & Outcomes** |
| | 8. Coordinator attends monthly Active Recess Coordinator Meeting to plan for institutionalizing Active Recess at their school. | 8. Active Recess Coordinator | 8. February –May 2014 | |
| | 9. Schedule and coordinate Active Recess Evaluator visits to school to conduct final assessment of recess. | 9. Active Recess Coordinator | 9. May 2014 | |
| | 10. Coordinator will provide feedback on Countywide Active Recess Expansion Plan. | 10. Active Recess Coordinator | 10. August – September 2014 | |

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 1:** School will increase nutrition education and physical activity opportunities and social marketing strategies that increase access and consumption of healthy food and beverages on campus.

| **SNAP-Ed Scope of Work<br>August 1, 2013 – September 30, 2016** | | | |
|---|---|---|---|
| **Activities** | **Responsible Party** | **Timeframe** | **Deliverables** |
| 1. Attend SNAP-Ed project meetings and Community Activity and Nutrition Coalition (CAN-C) Healthy Students Subcommittee meetings, as needed, to strategically implement the County of Sonoma's Department of Health Services (DHS) scope of work. | Administrator (Jessica) | Aug 2013 – Sept. 2016 | Record of participation |
| 2. Annually, attend up to two *Network*-sponsored meetings, trainings and conferences regionally and/or in Sacramento that may include the following: Community Engagement trainings, Regional Network Collaborative meetings, *Network*-sponsored state and/or regional trainings and any other non-*Network* sponsored trainings that have been pre-approved by State Program Managers. | Administrator (Jessica) | Aug 2013 – Sept. 2016 | Copies of agendas, record of participation |
| 3. Use the United States Department of Agriculture (USDA) regulations and guidelines to ensure all activities are allowable and appropriately documented.<br>- http://www.nal.usda.gov/fsn/Guidance/FY2013SNAP-EdPlanGuidance.pdf | Project Coordinator (Alicia)<br><br>Administrator (Jessica)<br><br>Financial Analyst (Maria) | Aug 2013 – Sept. 2016 | Documents (on file) |

| SNAP-Ed Scope of Work<br>August 1, 2013 – September 30, 2016 | | | |
|---|---|---|---|
| **Activities** | **Responsible Party** | **Timeframe** | **Deliverables** |
| 4. Comply with the Network Guideline Manual and Program Letter updates.<br>- http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx<br>- http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx<br>- http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx | Project Coordinator (Alicia)<br><br>Administrator (Jessica)<br><br>Financial Analyst (Maria) | Aug 2013– Sept. 2016 | Documents (on file) |
| 5. Establish commitment of support for nutrition education interventions, wellness policy expansion, and staff development from school staff, administration, nutrition services, parents, and school board to increase healthy food and beverage access and increase opportunities for physical activities throughout the day. | Project Coordinator (Alicia)<br><br>Chief Executive Officer<br><br>Administrator (Jessica)<br><br>Teacher (Champion Teachers) | Aug 2013– Sept. 2016 | Record of activities and communications on file |
| 6. Recruit, hire and/or assign a School Wellness Coordinator, teacher liaison(s), and/or food service staff to coordinate the grant and ensure school meets required activities and report outcomes. | Chief Executive Officer | Aug 2013– Oct. 2013 | Staff assignment/Job description |
| 7. Work with SNAP-Ed staff to set up a tracking system to collect data on the nutrition education obesity prevention interventions at school site. | Administrator (Jessica) | Aug 2013– Sept. 2016 | EARS/ATF |

| SNAP-Ed Scope of Work<br>August 1, 2013 – September 30, 2016 | | | |
|---|---|---|---|
| **Activities** | **Responsible Party** | **Timeframe** | **Deliverables** |
| 8. Work with SNAP-Ed staff to conduct evaluation. | Administrator (Jessica) | Aug 2013– Sept. 2016 | Report on evaluation results |
| 9. Assist SNAP-Ed staff with disseminating and collecting school wellness assessments at the end of every academic year from principals, food service, teachers and wellness committee representative. | Project Coordinator (Alicia)<br><br>Administrator (Jessica) | April:<br>2014<br>2015<br>2016 | Annual school wellness assessment |

**Objective 2:** School will increase the number of robust wellness policy provisions adopted by the school and/or district to improve eating and physical activity environments of the school.

| **SNAP-Ed Scope of Work**<br>**August 1, 2013 – September 30, 2016** | | | |
|---|---|---|---|
| **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| 1. Communicate current school wellness policies to parents, students, teachers and other staff throughout the school year. | Administrators (Principals)<br><br>Family Advocate (Yolanda) | Aug 2013 – Sept. 2016 | Summary of communication efforts |
| 2. Staff will provide technical support to classroom teachers, child nutrition personnel, administrators on school wellness policy updates that support the nutrition education obesity prevention messages. | Administrator (Jessica) | Aug 2013 – Sept. 2016 | Log of technical support |
| 3. Convene and attend district wellness committee meetings which will meet at least three times per school year (at least one in the fall and at least two in the winter/spring) to establish school wellness plan for implementing, updating and/or measuring programs and policies. | Project Coordinator (Alicia)<br><br>Administrator (Jessica)<br><br>Chief Executive Officer | Aug 2013 – Sept. 2016 | District Wellness Committee minutes |
| 4. Involve parents, students, school board, school administrators, and school nutrition services in developing, identifying, and/or modifying school/district wellness policies that may include, but are not limited to, the following:<br>• *Healthy breakfast and lunches*<br>• *Harvest of the Month*<br>• *Cafeteria water stations*<br>• *Structured nutrition and physical activity classroom education*<br>• *Farm to school*<br>• *School Garden and Garden to Cafeteria*<br>• *School salad bars* | Project Coordinator (Alicia)<br><br>Chief Executive Officer<br><br>Administrator (Jessica) | Aug 2013 – Sept. 2016 | Modified school wellness policies |

| SNAP-Ed Scope of Work<br>August 1, 2013 – September 30, 2016 | | | |
|---|---|---|---|
| **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| • *Healthy food procurement (i.e. vending machines, fundraisers, events)*<br>• *Competitive food standards* | Family Advocate (Yolanda) | | |
| 5. Recommend adoption of new or updated school/district wellness policies to the School Board. | Chief Executive Officer | Aug 2015 – June 2016 | Board minutes<br>Adopted policy |

**Objective 3:** School will integrate Harvest of the Month (HOTM) program into child nutrition services.

| SNAP-Ed Scope of Work<br>August 1, 2013 – September 30, 2016 | | | |
|---|---|---|---|
| **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| 1. Work with the Network for Healthy California to train school nutrition services staff on nutrition education, food safety, and Harvest of the Month. | Project Coordinator (Alicia)<br><br>Food Service Worker (To Be Hired) | Annually: Aug – Sept | Training sign-in sheet |
| 2. Create breakfast and lunch meals and salad bars that incorporate, as much as possible, HOTM featured produce each month. | Project Coordinator (Alicia) | Aug 2013 – Sept. 2016 | School breakfast, lunch and salad bar menus will reflect incorporation of HOTM produce |
| 3. Display educational and promotional materials in the cafeteria to promote HOTM each month. | Food Service Worker (To Be Hired) | Aug 2013 – Sept. 2016 | Summary of cafeteria promotional materials |
| 4. Promote HOTM featured produce each month by providing teachers, parents, and students with educational materials (e.g. newsletters, menu slicks, posting on school website, etc.). | Project Coordinator (Alicia)<br><br>Food Service Worker (To Be Hired) | Aug 2013 – Sept. 2016 | Summary of communication efforts |
| 5. Coordinate with child nutrition services staff, teachers and/or in-class instructors at the beginning of each semester to determine the best days and times to pick up prepared HOTM produce for in-class nutrition education. | Project Coordinator (Alicia)<br><br>Food Service Worker | Aug 2013 – Sept. 2016 | HOTM school schedule |

| SNAP-Ed Scope of Work<br>August 1, 2013 – September 30, 2016 | | | |
|---|---|---|---|
| **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| | (To Be Hired) | | |
| 6. Provide prepared HOTM produce for K-6th grade classrooms each month. | Project Coordinator (Alicia)<br><br>Food Service Worker (To Be Hired) | Aug 2013 – Sept. 2016 | HOTM school schedule |

**Objective 4:** All 2nd-5th grade teachers will provide students with 30 minutes of structured classroom-based nutrition and physical activity education curriculum twice a month, and all K, 1st and 6th grade teachers will provide students with 30 minutes of structured classroom-based Harvest of the Month education curriculum once a month.

| **SNAP-Ed Scope of Work<br>August 1, 2013 – September 30, 2016** | | | |
|---|---|---|---|
| **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| 1. Collaborate with DHS, Network for a Healthy California, teachers and other partners to identify best-practice curriculum (e.g., Harvest of the Month, PowerPlay, Rethink Your Drink, Dairy Council) and develop a program for 2nd - 5th graders. | Teacher (Champion Teacher)<br><br>Administrators (Jessica) | Aug 2013 – Dec. 2013 | Summary of collaboration effort |
| 2. Coordinate the review of any newly proposed curriculum. | Administrators (Jessica)<br><br>Teacher Champions | Aug 2013 – Dec. 2013 | Summary of curriculum review |
| 3. Obtain posters, recipes, materials and food supplies to conduct nutrition education and tasting demonstrations for students, including one HOTM classroom tasting each month.<br><br>*(Note: All nutrition education materials, including curricula, must be approved by the Network prior to use and distribution. DHS staff will coordinate the approval process and will purchase educational materials, displays/models, and equipment for all contractors. DHS will also provide duplication and printing of materials, as needed.)* | Food Services Worker (To Be Hired)<br><br>Administrators (Jessica) | Aug 2013 – Sept 2016 | Invoice records (on file)<br>List of materials provided with dates |
| 4. Train 2nd-5th grade teachers/in-class instructors to provide nutrition education to students, including Harvest of the Month.<br><br>Train K-1st & 6th grade teachers/in-class instructions to provide nutrition education to students on Harvest of the Month only. | Administrators (Jessica)<br><br>Teachers (Extra Hours) | Aug 2013<br>Aug 2014<br>Aug 2015<br>Aug 2016 | Intern schedule |
| 5. Provide nutrition education to students in grades 2nd-5th, including monthly HOTM tastings.<br><br>Provide only Harvest of the Month nutrition education to students in grades K-1st & 6th | Teachers | Sept 2013 – May 2016 | HOTM produce order |
| 6. Coordinate the distribution of a mid-year survey to teachers to assess nutrition education implementation. | Administrators (Jessica) | Dec 2013<br>Dec 2014 | Completed mid-year surveys |

| SNAP-Ed Scope of Work<br>August 1, 2013 – September 30, 2016 | | | |
|---|---|---|---|
| **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| | | Dec 2015 | |
| 7. Partner with DHS to set-up teacher focus groups to assess implementation and plan for teachers to conduct in-class education the following year. | Administrators (Jessica) | Apr-May 2014<br>Apr-May 2015<br>Apr-May 2016 | Focus group schedule |
| 8. Coordinate the distribution of the school wellness assessment to the teachers, who will comment on nutrition education and physical activity education. | Project Coordinator (Alicia)<br><br>Administrators (Jessica) | April 2014<br>April 2015<br>April 2016 | School wellness assessment |

**Objective 5:** School will institutionalize a parent education program to promote school/district wellness policies *(i.e. healthy school parties or events, healthy fundraisers, healthy snacks, etc.).*

| **SNAP-Ed Scope of Work**<br>**August 1, 2013 – September 30, 2016** | | | |
|---|---|---|---|
| **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| 1. Inform and engage parents on classroom and afterschool nutrition education obesity prevention interventions and campaigns, and provide the results of the school wellness assessment (e.g., during school and afterschool events such as Back-to-School nights, Open House, health fairs, PTA meetings). | Administrators (Jessica & Principals) | Aug 2013 – Sept. 2016 | Log of meetings and activities completed<br><br>ATF |
| 2. Recruit parents to serve on school/district wellness committees. | Administrators (Jessica & Principals)<br><br>Family Advocate (Yolanda) | Aug 2013 – Sept. 2016 | Summary of recruitment efforts |
| 3. If applicable, provide space for community partners to conduct parent nutrition education workshops. | Family Advocate (Yolanda) | Aug 2013 – Sept. 2016 | Schedule of parent forums |
| 4. Provide educational materials to parents, based on selected parent forums topics or classroom education (e.g. Rethink Your Drink, Harvest of the Month, MyPlate, healthy cooking). | Project Coordinator (Alicia)<br><br>Administrator (Jessica)<br><br>Family Advocate (Yolanda) | Aug 2013 – Sept. 2016 | Summary of communication efforts |

**Objective 6:** School will implement trainings and strategies to increase nutrition education and access and consumption of healthy foods.

| SNAP-Ed Scope of Work<br>August 1, 2013 – September 30, 2016 | | | |
|---|---|---|---|
| **Activities** | **Person Responsible** | **Timeline** | **Deliverables** |
| 1. Coordinate with DHS and other partners to prepare nutrition education obesity prevention trainings at the school site. Training topics must include the following:<br><br>a. Orientation to the *Network* program, the results of the school wellness assessment and how it relates to the school or district wellness policy, including information on new or updated policies or provisions.<br><br>b. Utilizing *Harvest of the Month* and *Farmer of the Month* materials in the classroom, afterschool programs, parent education, and in the cafeteria (e.g. posters, displays, Farm to School/*Harvest of the Month* workbooks).<br><br>c. Effective nutrition education resources and strategies including but not limited to: *Harvest of the Month, ReThink Your Drink, Children's PowerPlay! Campaign, Dairy Council* materials, garden-based nutrition education, integrating physical activity, food safety, and how to conduct cooking lessons and food demonstrations. Trainings will include model teaching strategies, lessons, and best practices.<br><br>Additional training topics may include:<br><br>d. Information on promotion of evidence based physical activity programs and how they can be linked with nutrition education (e.g. Sports, Play, and Active Recreation for Kids (SPARK) and Coordinated Approach to Child Health (CATCH)).<br><br>e. Creating a healthy school environment (e.g. healthy school parties or events, healthy school fundraisers, not using food for rewards, recess before lunch). | Administrator<br>(Jessica) | Aug 2013 – Sept. 2016 | Log of trainings conducted<br><br>Training materials<br><br>ATF |

| SNAP-Ed Scope of Work<br>August 1, 2013 – September 30, 2016 | | | |
|---|---|---|---|
| **Activities** | **Person Responsible** | **Timeline** | **Deliverables** |
| 2. Collaborate and coordinate with DHS, school administration, teachers, school wellness committee, parent organizations, after school administrators, child nutrition services, and community partners. Promote implementation of strategies to increase access and consumption of healthy foods which may include, but are not limited to, the following:<br><br>a. Actively engage local farmers and growers to establish a Farm to School program and provide *Harvest of the Month* produce items in the school cafeterias.<br><br>b. Develop a school gardening project that includes garden-base nutrition education.<br><br>c. Provide information and training to school food service and schools on how to make use of garden grown produce in school cafeterias.<br><br>d. Support implementation of salad bars at school sites.<br><br>e. Support implementation of healthy food procurement policies in vending machines, fundraiser activities, school events.<br><br>f. Encourage participation in Child and Adult Care Food Program (CACFP) snack and meal programs in afterschool programs.<br><br>g. Promote implementation of healthy food and beverage standards for competitive foods at schools and afterschool sites.<br><br>h. Encourage implementation of marketing strategies to increase healthier food selection and consumption. | Chief Executive Office (Gail Ahlas)<br><br>Project Coordinator (Alicia)<br><br>Administrators (Jessica & Principals)<br><br>Food Services Worker (To Be Hired)<br><br>Teachers (Champion Teachers)<br><br>Family Advocate (Yolanda)<br><br>Administrator (Jessica)<br><br>Financial Analyst (Maria) | Aug 2013 – Sept. 2016 | Collaboration Log<br><br>Copy of districts updated wellness policy (if applicable)<br><br>Success story |

# Exhibit B2
# Budget & Budget Justification

| HEAL Budget<br>March 21, 2011 – December 31, 2013 | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | **Hourly Rate** | **Hrs** | **Jan-Dec 2011** | **Hrs** | **Jan-Dec 2012** | **Hrs** | **Jan-Dec 2013** | **Hrs** | **Jan-June 2014** | **Total** |
| ***PERSONNEL*** | | | | | | | | | | |
| Cafeteria Manager (School Wellness Coordinator) | $25.49 | 420.4 | $10,510.82 | 565 | $14,124.87 | 340 | $8,667 | 102 | $2,600 | $35,902.69 |
| **Personnel Subtotal** | | | **$10,510.82** | | **$14,124.87** | | **$8,667** | | **$2,600** | **$35,902.69** |
| **Fringe Benefits %** | 18.00% | | $0.00 | | $0.00 | | $1,560 | | $468 | $2,028.00 |
| **TOTAL PERSONNEL** | | | **$10,510.82** | | **$14,124.87** | | **$10,227** | | **$3,068** | **$37,930.69** |
| ***NON-PERSONNEL / OPERATING EXPENSES*** | | | | | | | | | | |
| Stipends - Teacher Training (Classroom Nutrition Education) | | | $0.00 | | $420.00 | | $2,940 | | $0 | $3,360.00 |
| Stipends - Teacher Training (Classroom Energizers) | | | $0.00 | | $1,100.00 | | $0 | | $0 | $1,100.00 |
| Stipends - Food Service Staff | | | $0.00 | | $0.00 | | $0 | | $0 | $0.00 |
| Stipends – Champion Teachers | | | $6,000.00 | | $6,000.00 | | $5,100 | | $1,500 | $18,600.00 |
| Travel | | | $0.00 | | $276.82 | | $300.74 | | $300 | $877.56 |
| Equipment (Non-Negotiable. Do Not Change) | | | $3,198.94 | | $752.06 | | $1,000 | | $500 | $5,451.00 |
| Office Supplies | | | $0.00 | | $40.75 | | $0 | | $0 | $40.75 |
| Incentives | | | $100.00 | | $0.00 | | $0 | | $0 | $100.00 |
| Fingerprinting | | | $0.00 | | $1,098.00 | | $470 | | $0 | $1,568.00 |
| **TOTAL NON-PERSONNEL** | | | **$9,298.94** | | **$9,687.63** | | **$9,810.74** | | **$2,300** | **$31,097.31** |

| HEAL Budget<br>March 21, 2011 – December 31, 2013 | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | **Hourly Rate** | **Hrs** | **Jan-Dec 2011** | **Hrs** | **Jan-Dec 2012** | **Hrs** | **Jan-Dec 2013** | **Hrs** | **Jan-June 2014** | **Total** |
| ***OTHER COSTS*** | | | | | | | | | | |
| | | | $0.00 | | $0.00 | | $0.00 | | $0 | $0.00 |
| **TOTAL OTHER COSTS** | | | **$0.00** | | **$0.00** | | **$0.00** | | **$0** | **$0.00** |
| **TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)** | | | **$19,809.76** | | **$23,812.50** | | **$20,037.74** | | **$5,368** | **$69,028.00** |
| **Indirect Costs %** | 5.90% | | $0.00 | | $0.00 | | $1,183.00 | | $317.00 | $1,500.00 |
| **TOTAL BUDGET** | | | **$19,809.76** | | **$23,812.50** | | **$21,220.74** | | **$5,685** | **$70,528.00** |

**Budget Not To Exceed $70,528**

**HEAL In-Kind Budget**
**March 21, 2011 – December 31, 2013**

| | Hourly Rate | Hrs | Jan-Dec 2011 | Hrs | Jan-Dec 2012 | Hrs | Jan-Dec 2013 | Hrs | Jan-June 2014 | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| ***PERSONNEL*** | | | | | | | | | | |
| Superintendent, Principals, Assistant Principals, Business Manager, School Nurse, Student Services Coordinator, Project Lead, and Family Coordinator | | | $148,000.00 | | $148,000.00 | | $148,000.00 | | $74,000.00 | $518,000 |
| **Personnel Subtotal** | | | **$148,000.00** | | **$148,000.00** | | **$148,000.00** | | **$74,000.00** | **$518,000.00** |
| **Fringe Benefits %** | 18.00% | | $0.00 | | $0.00 | | $26,640.00 | | $13,320.00 | $39,960 |
| **TOTAL PERSONNEL** | | | **$148,000.00** | | **$148,000.00** | | **$174,640.00** | | **$87,320.00** | **$557,960.00** |
| ***NON-PERSONNEL / OPERATING EXPENSES*** | | | | | | | | | | |
| | | | $0.00 | | $0.00 | | $0.00 | | $0.00 | $0 |
| **TOTAL NON-PERSONNEL** | | | **$0.00** | | **$0.00** | | **$0.00** | | **$0.00** | **$0** |
| ***OTHER COSTS*** | | | | | | | | | | |
| | | | $0.00 | | $0.00 | | $0.00 | | $0.00 | $0 |
| **TOTAL OTHER COSTS** | | | **$0.00** | | **$0.00** | | **$0.00** | | **$0.00** | **$0** |
| **TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)** | | | **$148,000.00** | | **$148,000.00** | | **$174,640.00** | | **$87,320.00** | **$557,960** |
| **Indirect Costs %** | 5.90% | | $0.00 | | $0.00 | | $10,303.76 | | $5,151.88 | $15,456 |
| **TOTAL BUDGET** | | | **$148,000.00** | | **$148,000.00** | | **$184,943.76** | | **$92,471.88** | **$573,416** |

**HEAL**
**Budget Justification**
**March 21, 2011 – December 31, 2013**

***PERSONNEL***

**School Wellness Coordinator (Cafeteria Manager)**
0.25 FTE (Jan 2011-Sept 2013); 0.10 FTE (Oct 2013-June 2014)
Responsible for coordinating implementation of the HEAL scope of work, including food services efforts related to healthier school meals, convening school/district wellness committee, reporting on deliverables outcomes.

***NON-PERSONNEL / OPERATING EXPENSES***

**Stipends – Teachers (Nutrition Education Training)**
To cover the cost of teacher's time to participate in 90-minute nutrition education training to lead two 20-30 minute nutrition education sessions each month (September –May), inclusive of a monthly Harvest of the Month education and tasting session.

- 2011: $0
- 2012: 21 teachers x 30-minutes x $40/hour = $420
- 2013: 49 teachers x 90-minutes x $40/hour = $2,940
- 2014: $0

**Stipends – Teachers (Classroom Energizer Training)**
To cover the cost of teacher's time to participate in 60-minute classroom energizer training to promote 10-minutes of physical activity in the classroom per day.

- 2011: $0
- 2012: 55 teachers x 30-minutes x $40/hour = $1,100
- 2013: $0
- 2014: $0

**Stipends – Teachers (Champion Teachers)**
For one teacher at Roseland Elementary and one at Sheppard Elementary to conduct teacher champion activities that help gain buy-in from teachers in order to support, improve and sustain HEAL program efforts. School Wellness Coordinator funds were reallocated to this line item.

- 2011: 2 teachers x $3,000 per school year = $6,000
- 2012: 2 teachers x $3,000 per school year = $6,000
- 2013: 2 teachers x $1,500 for Jan-May & $1,050 for Aug-Dec = = $5,100
- 2014: 2 teachers x $750 Jan-May = $1,500

**Travel**
Mileage for HEAL related meetings, reimbursed at 25% (Jan 2011-Sept 2013) and 10% (July 2013-June 2014) of school wellness coordinator's monthly car allowance.

Also for travel expenses (e.g., accommodations, meals, transportation, mileage) associated with on staff person attending the annual Northern California HEAL convening.

**Equipment**
For playground equipment and/or playground game stencils.

**Office Supplies** - Supplies (such as pens, pencils, postage, notepads, paper, binders, flip charts, etc) for Active Recess project activities.

**HEAL**
**Budget Justification**
**March 21, 2011 – December 31, 2013**

**Incentives**
Used to encourage parents to participate in parent forums provided by community partners, which focus on nutrition education and promotion of physical activity.

**Fingerprinting**
Fingerprinting costs for nutrition education and active recess interns to be able to provide direct education to students on campus.

- 2011: $0
- 2012: 24 interns x $45.75 fingerprinting fee per intern = $1,098
- 2013: 10 interns x $47 fingerprinting fee per intern = $470
- 2014: $0

| CTG Budget<br>March 2013 – September 30, 2014 | | | | | | |
|---|---|---|---|---|---|---|
| | **Hourly Rate** | **Hrs** | **FFY 2013** | **Hrs** | **FFY 2014** | **Total Budget** |
| ***PERSONNEL*** | | | Mar - Sept 2013 | | Oct 2013-Sept 2014 | |
| Champion Teacher (TBD) | $45 | 40 | $1,800 | 40 | $1,800 | $3,600 |
| Active Recess Coaches (TBD) | $12 | 350 | $4,200 | 350 | $4,200 | $8,400 |
| **Personnel Subtotal** | | | **$6,000** | | **$6,000** | **$12,000** |
| Fringe Benefits @ | 15 % | | $900 | | $900 | $1,800 |
| **TOTAL PERSONNEL** | | | **$6,900** | | **$6,900** | **$13,800** |
| ***NON-PERSONNEL / OPERATING EXPENSES*** | | | | | | |
| Travel | | | | | | |
| Office Supplies | | | $60 | | $60 | $120 |
| Printing/Duplication | | | | | | |
| Teacher/Staff Stipends | | | | | | |
| Educational Materials | | | | | | |
| Equipment | | | | | | |
| Postage | | | | | | |
| **TOTAL NON-PERSONNEL** | | | **$60** | | **$60** | **$120** |
| ***OTHER COSTS*** | | | | | | |
| | | | | | | |
| | | | | | | |
| **TOTAL OTHER COSTS** | | | **$0** | | **$0** | **$0** |
| **TOTAL DIRECT COSTS *(Personnel + Non-Personnel + Other Costs)*** | | | **$6,960** | | **$6,960** | **$13,920** |
| **Indirect Costs @** | **0%** | | | | | |
| **TOTAL BUDGET** | | | **$6,960** | | **$6,960** | **$13,920** |

**Budget Not To Exceed $13,920**

| **CTG Budget Justification**<br>**March 2013 – September 30, 2014** |
|---|
| ***PERSONNEL*** |
| **Active Recess Coordinator** – Coordinates planning, implementation, training and evaluation of a sustainable Active Recess program that will continue beyond the life of the grant.<br><br>**Active Recess Coaches** – Encourages students to engage in physical activity during a majority of recess time through age appropriate games and other organized activities. |
| ***NON-PERSONNEL / OPERATING EXPENSES*** |
| **Travel** |
| **Office Supplies** - Supplies (such as pens, pencils, postage, notepads, paper, binders, flip charts, etc) for Active Recess project activities. |
| **Printing/Duplication** |
| **Teachers/Staff Stipends** |
| **Equipment** |
| **Educational Materials** |
| **Postage** |
| ***OTHER COSTS*** |
| |
| |

| SNAP-Ed Budget<br>August 1, 2013 – September 30, 2016 | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | **Hourly Rate** | **Hrs** | **Aug -Sept 2013** | **Hrs** | **Oct 2013 - Sept 2014** | **Hrs** | **Oct 2014- Sept 2015** | **Hrs** | **Oct 2015- Sept 2016** | **Total** |
| ***PERSONNEL*** | | | | | | | | | | |
| Alicia Vega, Project Coordinator (Cafeteria and Wellness Manager), 0.15 FTE | $25.49 | 51 | $1,300 | 280.5 | $7,150 | 280.5 | $7,150 | 280.5 | $7,150 | $22,750 |
| Jessica Peterson, Administrator (Teacher on Special Assignment), 0.3 FTE | $45.00 | 96 | $4,320 | 385 | $17,325 | 385 | $17,325 | 385 | $17,325 | $56,295 |
| Stacey Mendenhall, Teacher (Champion Teacher), 0.058 FTE (FFY 2013 & 2014), 0.039 FTE (FFY 2015 & 2016) | $40.00 | 0 | $0 | 75 | $3,000 | 50 | $2,000 | 50 | $2,000 | $7,000 |
| Karen Anderson, Teacher (Champion Teacher), 0.058 FTE (FFY 2013 & 2014), 0.039 FTE (FFY 2015 & 2016) | $40.00 | 0 | $0 | 75 | $3,000 | 50 | $2,000 | 50 | $2,000 | $7,000 |
| To Be Hired, Food Services Worker (Assistant Cafeteria Manager), 0.8 FTE (FFY 2013 - 2015), 0.5 FTE (FFY 2016) | $18.00 | 272 | $4,896 | 1496 | $26,928 | 1496 | $26,928 | 935 | $16,830 | $75,582 |
| Teachers, Extra Hours | $40.00 | 24 | $960 | 48 | $1,920 | 48 | $1,920 | 48 | $1,920 | $6,720 |
| **Personnel Subtotal** | | | **$11,476** | | **$59,323** | | **$57,323** | | **$47,225** | **$175,347** |
| **Fringe Benefits %** *(No more than 25% of Personnel)* | **18.00%** | | $2,066 | | $10,678 | | $10,318 | | $8,500 | $31,562 |
| **TOTAL PERSONNEL** | | | **$13,542** | | **$70,001** | | **$67,641** | | **$55,725** | **$206,909** |

| SNAP-Ed Budget<br>August 1, 2013 – September 30, 2016 | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | **Hourly Rate** | **Hrs** | **Aug -Sept 2013** | **Hrs** | **Oct 2013 - Sept 2014** | **Hrs** | **Oct 2014- Sept 2015** | **Hrs** | **Oct 2015- Sept 2016** | **Total** |
| ***NON-PERSONNEL / OPERATING EXPENSES*** | | | | | | | | | | |
| Office Supplies | | | $200 | | $1,200 | | $1,200 | | $1,200 | $3,800 |
| Travel – Annual Network Conference in Sacramento | | | $0 | | $328 | | $0 | | $328 | $657 |
| Travel - Network Trainings in Sacramento | | | $135 | | $269 | | $269 | | $269 | $941 |
| Travel – Mileage | 0.565 | 28.9 | $16 | 173.5 | $98 | 173.5 | $98 | 173.5 | $98 | $310 |
| **TOTAL NON-PERSONNEL** | | | **$351** | | **$1,895** | | **$1,567** | | **$1,895** | **$5,709** |
| ***OTHER COSTS*** | | | | | | | | | | |
| Supplies - Harvest of the Month Produce Box | | | $0 | | $8,775 | | $8,775 | | $8,775 | $26,325 |
| Supplies - Harvest of the Month Supplies | | | $0 | | $1,105 | | $1,105 | | $1,105 | $3,315 |
| **TOTAL OTHER COSTS** | | | **$0** | | **$9,880** | | **$9,880** | | **$9,880** | **$29,640** |
| **TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)** | | | **$13,893** | | **$81,776** | | **$79,088** | | **$67,501** | **$242,258** |
| **Indirect Costs %** | **5.90%** | | $820 | | $4,825 | | $4,666 | | $3,983 | $14,293 |
| **TOTAL BUDGET** | | | **$14,713** | | **$86,601** | | **$83,754** | | **$71,483** | **$256,551** |

**Budget Not To Exceed $256,551**

***SNAP-Ed Grant Budget Revisions and Line Item Adjustments:***

*Subject to prior written notice under Paragraph 12, the Department of Health Services Division Director, or designee, may approve Line Item Budget Adjustment Requests and Budget Revision Request to "Exhibit B2" so long as the total contract maximum set forth in Section 2 (Payment) neither increases nor decreases and there is no significant change in the Scope of Work. Proposed transfers between budget sections or between line items require an approved Budget Revision Request if the total of the proposed changes are greater than 10% of the total contract amount for each budget year. Proposed budget transfers that total less than 10% of the total contract amount each budget year require an approved Line Item Budget Adjustment Request. Said Line Item Budget Adjustment Requests and Budget Revision Requests shall not require a formal amendment to this Agreement and shall be effected by preparation of a new exhibit which is signed and dated by the Department of Health Services Division Director, or designee.*

**SNAP-Ed In-Kind Budget**
**August 1, 2013 – September 30, 2016**

| | Hourly Rate | Hrs | Aug -Sept 2013 | Hrs | Oct 2013 - Sept 2014 | Hrs | Oct 2014- Sept 2015 | Hrs | Oct 2015- Sept 2016 | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| ***PERSONNEL*** | | | | | | | | | | |
| Gail Ahlas, Chief Executive Officer (Superintendent), 0.034 FTE | $96.00 | 60 | $5,760 | 70 | $6,720 | 70 | $6,720 | 70 | $6,720 | $25,920 |
| Alicia Vega, Project Coordinator (Cafeteria and Wellness Manager), 0.04 FTE | $25.49 | 50 | $1,275 | 75 | $1,912 | 75 | $1,912 | 75 | $1,912 | $7,010 |
| Jenny Young, Administrator (Principal), 0.012 FTE | $72.00 | 10 | $720 | 20 | $1,440 | 20 | $1,440 | 20 | $1,440 | $5,040 |
| Dana Pedersen, Administrator (Principal), 0.012 FTE | $72.00 | 10 | $720 | 20 | $1,440 | 20 | $1,440 | 20 | $1,440 | $5,040 |
| William Nilsen, Administrator (Principal), 0.012 FTE | $65.00 | 10 | $650 | 20 | $1,300 | 20 | $1,300 | 20 | $1,300 | $4,550 |
| Michelle Liesen, Administrator (Assistant Principal), 0.17 FTE | $51.69 | 50 | $2,585 | 280 | $14,473 | 280 | $14,473 | 280 | $14,473 | $46,004 |
| Marie Riebli, Finance Analyst (District Projects Manager), 0.01 FTE | $27.00 | 20 | $540 | 20 | $540 | 20 | $540 | 20 | $540 | $2,160 |
| Yolanda Nunez, Family Advocate (Family Coordinato), 0.016 FTE | $18.00 | 10 | $180 | 20 | $360 | 20 | $360 | 20 | $360 | $1,260 |
| Teachers (K 1 & 6), 0.007 FTE | $40.00 | 0 | $0 | 270 | $10,800 | 270 | $10,800 | 270 | $10,800 | $32,400 |
| Teachers (2-5), 0.014 FTE | $40.00 | 70 | $2,800 | 630 | $25,200 | 630 | $25,200 | 630 | $25,200 | $78,400 |
| **Personnel Subtotal** | | | **$15,229** | | **$64,185** | | **$64,185** | | **$64,185** | **$207,784** |
| **Fringe Benefits %** | 18.00% | | $2,741 | | $11,553 | | $11,553 | | $11,553 | $37,401 |
| **PERSONNEL TOTAL** | | | **$17,970** | | **$75,738** | | **$75,738** | | **$75,738** | **$245,185** |

**SNAP-Ed In-Kind Budget**
**August 1, 2013 – September 30, 2016**

| NON-PERSONNEL/OPERATING EXPENSES | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Printing/Duplication | | | $40 | | $100 | | $100 | | $100 | $340 |
| **TOTAL NON-PERSONNEL** | | | **$40** | | **$100** | | **$100** | | **$100** | **$340** |
| ***OTHER COSTS*** | | | | | | | | | | |
| | | | $0 | | $0 | | $0 | | $0 | $0 |
| **TOTAL OTHER COSTS** | | | $0 | | $0 | | $0 | | $0 | $0 |
| **TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)** | | | **$18,010** | | **$75,838** | | **$75,838** | | **$75,838** | **$245,525** |
| **Indirect Costs %** | **5.9%** | | $1,063 | | $4,474 | | $4,474 | | $4,474 | $14,486 |
| **TOTAL IN-KIND** | | | **$19,073** | | **$80,313** | | **$80,313** | | **$80,313** | **$260,011** |

**SNAP-Ed Budget Justification**
**August 1, 2013 – September 30, 2016**

***PERSONEL***

**Employee Name:** Alicia Vega
**Position Title (USDA):** Project Coordinator
**Official Title (School):** Cafeteria and Wellness Manager
**FTE:** 0.15 FTE (0.4 FTE In-Kind)
**Position Description (USDA):** Coordinate program staff and nutritionist education activities; plan and follow through on outreach and educational events at health fairs, schools, and other promotional activities; work with school staff in planning and promoting good health through dissemination of nutrition education materials; actively acquire and develop culturally and linguistically competent nutrition curriculum and educational materials; to promote existing and/or to develop new physical activity promotional components of nutrition education; and expand existing community outreach program to encompass nutritional components to increase community awareness and knowledge of good nutrition and healthy active lifestyles some cases, supervises staff that carry out activities.

**Employee Name:** Jessica Peterson
**Position Title (USDA):** Administrator
**Official Title (School):** Teacher On Special Assignment
**FTE:** 0.3 FTE
**Position Description (USDA):** Administer the nutrition education contract and budget, supervising nutrition education staff, attend nutrition education and scope of work related meetings, and assist with program planning. Coordinate contract reporting requirements.

**Employee Name:** Stacey Mendenhall
**Position Title (USDA):** Teacher
**Official Title (School):** Champion Teacher
**FTE:** 0.058 FTE (FFY 2014), 0.039 (FFY 2015-2016)
**Position Description (USDA):** Coordinates, facilitates, modifies, develops, and demonstrates lessons on nutrition and promotes physical activity for students. Supports nutrition education program goals through promotion; local, regional, and statewide collaboration; and close coordination with the Registered Dietitian to train staff. Also acts assists liaison with teaching staff regarding grant goals, assisting with evaluation, scheduling, meetings, and trainings.

**Employee Name:** Karen Anderson
**Position Title (USDA):** Teacher
**Official Title (School):** Champion Teacher
**FTE:** 0.058 FTE (FFY 2014), 0.039 (FFY 2015-2016)
**Position Description (USDA):** Coordinates, facilitates, modifies, develops, and demonstrates lessons on nutrition and promotes physical activity for students. Supports nutrition education program goals through promotion; local, regional, and statewide collaboration; and close coordination with the Registered Dietitian to train staff. Also acts assists liaison with teaching staff regarding grant goals, assisting with evaluation, scheduling, meetings, and trainings.

**Employee Name**: To Be Hired
**Position Title (USDA):** Food Services Worker
**Official Title (School):** Assistant Cafeteria Manager
**FTE:** 0.8 FTE (In-Kind, FFY 2013-2015), 0.5 FTE (FFY 2016)
**Position Description (USDA):** Assists with planning and preparing healthy food taste tests in the school setting in conjunction with classroom based nutrition education intervention. Works with teachers to increase student, teacher and parent knowledge of the importance of consuming more servings of fruits and vegetables and being active daily. Compiles documentation on taste testing activities and all reporting required for nutrition grants. In some cases, supervises staff that carry out activities. Assists the Project Coordinator with nutrition education program planning and development. Under the direction of Project Coordinator, works directly with individuals and small groups providing curriculum based, prevention-oriented general nutrition education and physical activity targeted to SNAP-Ed eligibles.

**Position Titles (USDA):** Teachers
**Official Title (School):** Teachers
**FTE:** Extra Hours

Cost for K-6$^{th}$ grade teachers to attend annual training on integrating nutrition and physical activity education into the classroom. Funds will only be used if teachers receive SNAP-Ed approved classroom nutrition education training and are the training takes place outside their regular work hours.

- FFY 2013: (16 at Roseland Creek) x $40 / hour x 1.5 hours / training x 1 training = $960
- FFY 2014: (8 at Roseland Creek + 12 at Sheppard + 12 at Roseland) x $40 / hour x 1.5 hours / training x 1 training = $1,920
- FFY 2015: (8 at Roseland Creek + 12 at Sheppard + 12 at Roseland) x $40 / hour x 1.5 hours / training x 1 training = $1,920
- FFY 2016: (8 at Roseland Creek + 12 at Sheppard + 12 at Roseland) x $40 / hour x 1.5 hours / training x 1 training = $1,920

**Fringe Benefits**

The average fringe benefit percentage used for calculating the fringe benefit line is 18% of salaries. Fringe Benefits include statutory benefits (i.e., Medicare, Social Security, Federal Unemployment Tax and Workers Compensation) and voluntary benefits (i.e., Employee Medical and Dental Insurance, Dependent Medical and Dental Insurance, and Disability Insurance)

***NON-PERSONNEL / OPERATING EXPENSES***

**Rent: : $0**

**Computer: : $0**

**Copier: : $0**

**Postage: $0**

**Office Supplies**
For supplies such as pens, pencils, postage, notepads, paper as needed for nutrition education and promotion activities ($100/month x 12 months).

- FFY 2013: $100/month x 2 months = $200
- FFY 2014: $100 /month x 12 months = $1,200
- FFY 2015 $100 /month x 12 months = $1,200
- FFY 2016 $100 /month x 12 months = $1,200

**TRAVEL**

**Travel – Annual Network Conference in Sacramento**
For one staff to attend the Annual Network Conference in Sacramento up to two (2) days. Mileage reimbursement rate is set at $0.555/mile.

- FFY 2013: $0 *(No conference)*
- FFY 2014: *($40 / day meal per diem x 2 days x 1 staff) + ($84/night x 1 night accommodations x 1 staff + $12 tax) + ( 206 miles RT x $0.565 x 1 car) + ($18 / day parking for one car x 2 days )= $328*
- FFY 2015: $0 *(No conference)*
- FFY 2016: *($40 / day meal per diem x 1 staff) + ($84/night x 1 night accommodations x 1 staff + $12 tax) + ( 206 miles RT x $0.565 x 1 car) + ($18 / day parking for one car x 2 days )= $328*

**Travel –Network Trainings in Sacramento**
For one staff to attend Network-Sponsored Skills Trainings in Sacramento, such as facilitation, sustainability, and program delivery trainings. Mileage reimbursement rate is set at $0.565/mile.

- FFY 2013: *(206 miles round trip x 1 meetings x $0.565 cents) + $18 parking for one car = $135*
- FFY 2014: *(206 miles round trip x 2 meetings x $0.565) + ($18 daily fee for one car x 2 days) = $269*
- FFY 2015: *(206 miles round trip x 2 meetings x $0.565) + ($18 daily fee for one car x 2 days) = $269*
- FFY 2016: *(206 miles round trip x 2 meetings x $0.565) + ($18 daily fee for one car x 2 days) = $269*

**Travel – Mileage**
Mileage for travel for staff to attend team meetings, local trainings, meeting with stakeholders, community forums, conduct site visits & TBD. Mileage reimbursement rate is set at $0.565/mile.

- FFY 2013: 14.45 *miles / month x 0.565 cents/mile x 2 months* = $16
- FFY 2014: *14.45 miles / month x 0.565 cents/mile x 12 months* = $98
- FFY 2015: *14.45 miles / month x 0.565 cents/mile x 12 months* = $98
- FFY 2016: *14.45 miles / month x 0.565 cents/mile x 12 months* = $98

**OTHER COSTS**

**Printing/Duplication** $0

**Educational Materials** $0

**Equipment** $0

**Supplies – Harvest of the Month (HOTM) Produce Box**
Purchase of HOTM produce boxes (with HOTM and farmer curriculum) for classroom taste-testing supplies

for grades K-6 (# classrooms x 9 months x $15 per classroom)

- FFY 2013: $0 (No HOTM lessons in Aug-Sept 2013)
- FFY 2014: (16 Roseland Creek + 24 Sheppard + 25 Roseland) x 9 months (Oct 2013-May 2014 & Sept 2014) x $15 /classroom = $8,775
- FFY 2015: (16 Roseland Creek + 24 Sheppard + 25 Roseland) x 9 months (Oct 2013-May 2014 & Sept 2015) x $15 /classroom = $8,775
- FFY 2016: (16 Roseland Creek + 24 Sheppard + 25 Roseland) x 9 months (Oct 2013-May 2014 & Sept 2016) x $15 /classroom = $8,775

**Supplies – Harvest of the Month**
Monthly HOTM classroom taste-testing supplies for each K-6 classroom (e.g., cutting boards, serrated knives, gloves, hand sanitizer, etc.)

- FFY 2013: $0 (No HOTM lessons in Aug-Sept 2013)
- FFY 2014: (16 Roseland Creek + 24 Sheppard + 25 Roseland) x $17/classroom = $1,105
- FFY 2015: (16 Roseland Creek + 24 Sheppard + 25 Roseland) x $17/classroom = $1,105
- FFY 2016: (16 Roseland Creek + 24 Sheppard + 25 Roseland) x $17/classroom = $1,105

**INDIRECT COSTS**

**Indirect Costs**

5.90% of total direct costs. The calculation is based on the California Department of Education (CDE) School Fiscal Services Division Approved IRC rate for 2013-2014.

# Exhibit C
# County of Sonoma Contract Insurance Requirements

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

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

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

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

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

CG 00 01, or equivalent).

**g.** The policy shall cover inter-insured suits between County and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

**h.** *Required Evidence of Insurance*:

**i.** Copy of the additional insured endorsement or policy language granting additional insured status; and

**ii.** Certificate of Insurance.

**3. Automobile Liability Insurance**

**a.** Minimum Limits: $1,000,000 combined single limit per accident.

**b.** Insurance shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

**c.** Insurance shall apply to hired and non-owned autos.

**d.** *Required Evidence of Insurance*: Certificate of Insurance.

**4. Standards for Insurance Companies**

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

**5. Documentation**

**a.** The Certificate of Insurance must include the following reference: 1910-11-ROS-HE-004.

**b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.

**c.** The name and address for Additional Insured endorsements and Certificates of Insurance is: Department of Health Services, 490 Mendocino Ave, Suite 202, Santa Rosa, CA 95401.

**d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

**e.** Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

**f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**6. Policy Obligations**

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

**7. Material Breach**

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct

from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

# Exhibit D
# CA Department of Public Health
# Special Terms and Conditions

The Contractor agrees to comply with the following provisions outlined in the California Department of Public Health (CDPH) Special Terms and Conditions:

- Provision 1: Federal Equality Opportunity Requirements
- Provision 2: Travel and Per Diem Reimbursement
- Provision 3: Procurement Rules
- Provision 4: Equipment Ownership / Inventory / Disposition
- Provision 5: Subcontract Requirements
- Provision 6: Income Restrictions
- Provision 7: Audit and Record Retention
- Provision 8: Site Inspection
- Provision 10: Intellectual Property Rights
- Provision 11: Air or Water Pollution Requirements
- Provision 12: Prior Approval of Training Seminars, Workshops or Conferences
- Provision 13: Confidentiality of Information
- Provision 14: Documents, Publications and Written Reports
- Provision 17: Human Subjects Use Requirements
- Provision 19: Debarment and Suspension Certification
- Provision 20: Smoke-Free Workplace Certification
- Provision 24: Officials Not to Benefit
- Provision 31: Lobbying Restrictions and Disclosure Certification

The CDPH Special Terms and Conditions can be found at the following web address:

www.cdph.ca.gov/programs/cpns/Documents/CCOI-RFA2013-ExhD(F)-SpecialTermsConditions.doc

(Note: to open document, type link into web browser. Select "OK" to open document. If a window appears asking for a user name and password, select "cancel" and the document will open.)

# Exhibit E
# CA Department of Public Health
# Additional Provisions

## Additional Incorporated Documents

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Grantee with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

1. Network Local Projects *Network for a Healthy California* Guidelines Manual and any revisions thereto. (Revision October 2011)
**http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx**

2. *Network for a Healthy California* Program Letters and any revisions thereto.
**http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx**

3. United States Department of Agriculture, Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance.
(Revision Date March 29, 2013)
**http://snap.nal.usda.gov/snap/Guidance/FY2014SNAP-EdGuidance.pdf**

## 1. Cancellation / Termination

A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Grantee may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this agreement or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this agreement, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this agreement, and except as otherwise specified by CDPH, the Grantee shall:

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the agreement Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the agreement.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrantees, or employees, officers and directors of the Grantee or subgrantees. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to prior CDPH review and approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrantees, or any employee, officer, or director of the Grantee or any subgrantee has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the agreement.

2) An instance where the Grantee's or any subgrantee's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest under this agreement will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the agreement. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

# Exhibit F
# CA Department of Public Health
## Travel Reimbursement Information
*(Mileage Reimbursement Increase Effective 7/1/11)*

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.

   a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by *the California Department of Public Health (CDPH)* upon the receipt of a statement on/with an invoice indicating that such rates are not available.

   b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.

   c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

      (1) Lodging (with receipts*):

| Travel Location / Area | Reimbursement Rate |
|---|---|
| Statewide (excluding the counties identified below) | $ 84.00 plus tax |
| Counties of Los Angeles and San Diego | $110.00 plus tax |
| Counties of Alameda, San Francisco, San Mateo, and Santa Clara | $140.00 plus tax |

      Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of *Public* Health *(CDPH)* or his or her designee. Receipts are required.

      *Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

      (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

| Meal / Expense | Reimbursement Rate |
|---|---|
| Breakfast | $ 6.00 |
| Lunch | $ 10.00 |
| Dinner | $ 18.00 |
| Incidental expenses | $ 6.00 |

   d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).

   e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.

   f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

   At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **55.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.

5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.

6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

**Per Diem Reimbursement Guide**

| Length of travel period | This condition exists... | Allowable Meal(s) |
|---|---|---|
| Less than 24 hours | Trip begins at or before 6 a.m. and ends at or after 9 a.m. | Breakfast may be claimed. |
| Less than 24 hours | Trip begins at or before 4 p.m. and ends at or after 7 p.m. | Dinner may be claimed. |
| *Contractor may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.* | | |
| 24 hours | Trip begins at or before 6 a.m. | Breakfast may be claimed. |
| 24 hours | Trip begins at or before 11 a.m. | Lunch may be claimed. |
| 24 hours | Trip begins at or before 5 p.m. | Dinner may be claimed. |
| More than 24 hours | Trip ends at or after 8 a.m. | Breakfast may be claimed. |
| More than 24 hours | Trip ends at or after 2 p.m. | Lunch may be claimed. |
| More than 24 hours | Trip ends at or after 7 p.m. | Dinner may be claimed. |
| Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals. | | |

# COUNTY OF SONOMA
# AGREEMENT FOR SERVICES

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

## RECITALS

WHEREAS, Contractor represents that it is a duly qualified Sonoma County school, experienced in the preparation of nutrition and physical activity programs for elementary school-aged children and related services; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Contractor to implement a sustainable active recess program at Guerneville Elementary.

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

## AGREEMENT

1. Scope of Services.

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

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

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

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment

For all services and incidental costs required hereunder, Contractor shall be paid $4,640 for Community Transformation Grant (CTG) activities and $86,353 for Supplemental Assistance Nutrition Program-Education (SNAP-Ed) activities on a time and material/expense basis in accordance with the budget set forth in "Exhibit B," provided, however, that total payments to Contractor shall not exceed ninety thousand, nine hundred ninety-three dollars ($90,993), without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

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

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

3. Term of Agreement. The term of this Agreement shall be from the October 9, 2012 to September 30, 2014 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

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

4.6 Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Article 5, Indemnification; (2) Section 9.5, Records Maintenance; (3) Section 9.5.1, Right to Audit, Inspect and Copy Records; (4) Section 9.15, Confidentiality; and (5) Section 13.5, Applicable Law and Forum.

4.7 Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding which the County anticipated using to pay Contractor for services provided under this Agreement or County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly

change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

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

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

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

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

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

9.5.1 Right to Audit, Inspect and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by county within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit county or governmental or accrediting agencies to access patient medical records.

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

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

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

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

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of

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

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

9.13 Sanctioned Employee. Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractor and contractors. In the event Contractor does employ such individual(s) or entity(s), Contractor agrees to assume full liability for any associated penalties, sanctions, loss or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

9.15 Confidentiality. Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Paragraph 9.15 shall survive termination of this Agreement.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing

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

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

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

| | |
|---|---|
| TO: COUNTY: | Sarah Underwood<br>490 Mendocino Ave, Suite 202<br>Santa Rosa, CA 95401<br>Telephone: 707-565-6628<br>FAX: 707-565-6619<br>Email: sarah.underwood@sonoma-county.org |
| TO: CONTRACTOR: | Elaine Carlson<br>Superintendent/Principal<br>Guerneville Elementary School<br>14630 Armstrong Road<br>Guerneville, CA 95446<br>Telephone: 707-869-2864, ext 3<br>Email: ecarlson@guernevilleschool.org |

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

13.10 SNAP-Ed Grant Contract Documents. The Contractor agrees to comply with the California Department of Public Health (CDPH) provisions for the SNAP-Ed

Grant, including the Special Terms and Conditions (Exhibit E), Additional Provisions (Exhibit F) and Travel Reimbursement Information (Exhibit G). Any questions relating to the provisions should be directed to the County.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives this 10th day of May, 2013.

**CONTRACTOR:**

By: Elaine Carlson Date: 5-10-13

Elaine Carlson, Superintendent/Principal
Guerneville Elementary School **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: 5/21/13

Division Director or Designee

# Exhibit A
# Scope of Work

**Objective Outcome:** Schools will develop sustainable programs that train and equip recess coaches to implement more active play with students on the playground.

| CTG Scope of Work<br>October 9, 2012 – September 30, 2014 | | | | |
|---|---|---|---|---|
| **Strategies** | **Activities** | **Person Responsible** | **Timeline** | **Deliverables & Outcomes** |
| 1. Implement Active Recess, where students engage in physical activity during a majority of recess time through age appropriate games and other organized activities. | 1. Assign or hire an Active Recess Coordinator to set up sustainable Active Recess program that will continue when the grant ends. | 1. Principal | 1. April 2013 | Log of number of playground supervisors/active recess coaches recruited<br><br>Training logs & sign-in sheets<br><br>Support and technical assistance meeting notes and log<br><br>Completed evaluation components (e.g., pre/post surveys, etc.) |
| | 2. Attends monthly Active Recess Coordinator Meeting to plan for implementation. | 2. Active Recess Coordinator | 2. April-May 2013 | |
| | 3. Identify Active Recess Coaches who will receive training on how to teach students Active Recess. | 3. Active Recess Coordinator | 3. April-May 2013 | |
| | 4. Coordinate Active Recess Coach training. Department of Health Services (DHS) staff will work with community partners to provide Active Recess Coach Training. | 4. Active Recess Coordinator | 4. August 2013 | |
| | 5. Schedule and coordinate Active Recess Evaluator visits to conduct baseline assessment of recess. | 5. Active Recess Coordinator | 5. August-September 2013 | |
| | 6. Teach students Active Recess. Schools will determine best approach to training students, engaging DHS staff or community partners for technical assistance, as needed. For example: whole school assembly, individual classroom trainings, grade level assembly, training kids on the playground, etc. | 6. Active Recess Coach(es) | 6. September 2013 – September 2014 | |
| | 7. Coordinator attends monthly Active Recess | 7. Active Recess | 7. February –May | |

| CTG Scope of Work<br>October 9, 2012 – September 30, 2014 | | | | |
|---|---|---|---|---|
| **Strategies** | Activities | **Person Responsible** | Timeline | **Deliverables & Outcomes** |
| | Coordinator Meeting to plan for institutionalizing Active Recess at the school. | Coordinator | 2014 | |
| | 8. Schedule and coordinate Active Recess Evaluator visits to school to conduct final assessment of recess. | 8. Active Recess Coordinator | 8. April-May 2014 | |
| | 9. Coordinator will provide feedback on Countywide Active Recess Expansion Plan. | 9. Active Recess Coordinator | 9. August – September 2014 | |

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 1:** School will increase nutrition education and physical activity opportunities and social marketing strategies that increase access and consumption of healthy food and beverages on campus.

**SNAP-Ed Scope of Work**
August 1, 2013 – September 30, 2016

| Activities | Responsible Party | Timeframe | Deliverables |
|---|---|---|---|
| 1. Attend SNAP-Ed project meetings and Community Activity and Nutrition Coalition (CAN-C) Healthy Students Subcommittee meetings, as needed, to strategically implement the County of Sonoma's Department of Health Services (DHS) scope of work. | Project Coordinator (Jamie Daniels) | Aug 2013 – Sept. 2016 | Record of participation |
| 2. Annually, attend up to two *Network*-sponsored meetings, trainings and conferences regionally and/or in Sacramento that may include the following: Community Engagement trainings, Regional Network Collaborative meetings, *Network*-sponsored state and/or regional trainings and any other non-*Network* sponsored trainings that have been pre-approved by State Program Managers. | Project Coordinator (Jamie Daniels) | Aug 2013 – Sept. 2016 | Copies of agendas, record of participation |
| 3. Use the United States Department of Agriculture (USDA) regulations and guidelines to ensure all activities are allowable and appropriately documented.<br>- http://www.nal.usda.gov/fsn/Guidance/FY2013SNAP-EdPlanGuidance.pdf | Project Coordinator (Jamie Daniels) | Aug 2013 – Sept. 2016 | Documents (on file) |
| 4. Comply with the Network Guideline Manual and Program Letter updates.<br>- http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx<br>- http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx<br>- http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx | Project Coordinator (Jamie Daniels) | Aug 2013– Sept. 2016 | Documents (on file) |

| **SNAP-Ed Scope of Work**<br>August 1, 2013 – September 30, 2016 | | | |
|---|---|---|---|
| **Activities** | **Responsible Party** | **Timeframe** | **Deliverables** |
| 5. Establish commitment of support for nutrition education interventions, wellness policy expansion, and staff development from school staff, administration, nutrition services, parents, and school board to increase healthy food and beverage access and increase opportunities for physical activities throughout the day. | Project Coordinator (Jamie Daniels | Aug 2013– Sept. 2016 | Record of activities and communications on file |
| 6. Recruit, hire and/or assign a School Wellness Coordinator, teacher liaison(s), and/or food service staff to coordinate the grant and ensure school meets required activities and report outcomes. | School Administrator (Elaine Carlson) | Aug 2013– Oct. 2013 | Staff assignment/Job description |
| 7. Work with SNAP-Ed staff to set up a tracking system to collect data on the nutrition education obesity prevention interventions at school site. | Project Coordinator (Jamie Daniels) | Aug 2013– Sept. 2016 | EARS/ATF |
| 8. Work with SNAP-Ed staff to conduct evaluation. | Project Coordinator (Jamie Daniels) | Aug 2013– Sept. 2016 | Report on evaluation results |
| 9. Assist SNAP-Ed staff with disseminating and collecting school wellness assessments at the end of every academic year from principals, food service, teachers and wellness committee representative. | Project Coordinator (Jamie Daniels) | April: 2014 2015 2016 | Annual school wellness assessment |

**Objective 2:** School will increase the number of robust wellness policy provisions adopted by the school and/or district to improve eating and physical activity environments of the school.

| **SNAP-Ed Scope of Work<br>August 1, 2013 – September 30, 2016** | | | |
|---|---|---|---|
| **Activities** | **Activities** | **Activities** | **Activities** |
| 1. Communicate current school wellness policies to parents, students, teachers and other staff throughout the school year. | Project Coordinator (Jamie Daniels) | Aug 2013 – Sept. 2016 | Summary of communication efforts |
| 2. Staff will provide technical support to classroom teachers, child nutrition personnel, administrators on school wellness policy updates that support the nutrition education obesity prevention messages. | Project Coordinator (Jamie Daniels) | Aug 2013 – Sept. 2016 | Log of technical support |
| 3. Convene and attend district wellness committee meetings which will meet at least three times per school year (at least one in the fall and at least two in the winter/spring) to establish school wellness plan for implementing, updating and/or measuring programs and policies. | Project Coordinator (Jamie Daniels) | Aug 2013 – Sept. 2016 | District Wellness Committee minutes |
| 4. Involve parents, students, school board, school administrators, and school nutrition services in developing, identifying, and/or modifying school/district wellness policies that may include, but are not limited to, the following:<br>• *Healthy breakfast and lunches*<br>• *Harvest of the Month*<br>• *Cafeteria water stations*<br>• *Structured nutrition and physical activity classroom education*<br>• *Farm to school*<br>• *School Garden and Garden to Cafeteria*<br>• *School salad bars*<br>• *Healthy food procurement (i.e. vending machines, fundraisers, events)*<br>• *Competitive food standards* | Project Coordinator (Jamie Daniels)<br><br>Food Service Worker (Patti Alberini) | Aug 2013 – Sept. 2016 | Modified school wellness policies |
| 5. Recommend adoption of new or updated school/district wellness policies to the School Board. | Project Coordinator (Jamie Daniels) | Aug 2015 – June 2016 | Board minutes<br>Adopted policy |

**Objective 3:** School will integrate Harvest of the Month (HOTM) program into child nutrition services.

| SNAP-Ed Scope of Work<br>August 1, 2013 – September 30, 2016 | | | |
|---|---|---|---|
| **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| 1. Work with the Network for Healthy California to train school nutrition services staff on nutrition education, food safety, and Harvest of the Month. | Project Coordinator (Jamie Daniels) | Annually: Aug – Sept | Training sign-in sheet |
| 2. Create breakfast and lunch meals and salad bars that incorporate, as much as possible, HOTM featured produce each month. | Food Service Worker (Patti Alberini) | Aug 2013 – Sept. 2016 | School breakfast, lunch and salad bar menus will reflect incorporation of HOTM produce |
| 3. Display educational and promotional materials in the cafeteria to promote HOTM each month. | Project Coordinator (Jamie Daniels) | Aug 2013 – Sept. 2016 | Summary of cafeteria promotional materials |
| 4. Promote HOTM featured produce each month by providing teachers, parents, and students with educational materials (e.g. newsletters, menu slicks, posting on school website, etc.). | Project Coordinator (Jamie Daniels) | Aug 2013 – Sept. 2016 | Summary of communication efforts |
| 5. Coordinate with child nutrition services staff, teachers and/or in-class instructors at the beginning of each semester to determine the best days and times to pick up prepared HOTM produce for in-class nutrition education. | Project Coordinator (Jamie Daniels) | Aug 2013 – Sept. 2016 | HOTM school schedule |
| 6. Provide prepared HOTM produce for K-6$^{th}$ grade classrooms each month. | Project Coordinator (Jamie Daniels)<br><br>Teachers | Aug 2013 – Sept. 2016 | HOTM school schedule |

**Objective 4:** All 2nd-5th grade teachers will provide students with 30 minutes of structured classroom-based nutrition and physical activity education curriculum twice a month, and all K, 1st and 6th grade teachers will provide students with 30 minutes of structured classroom-based Harvest of the Month education curriculum once a month.

| SNAP-Ed Scope of Work<br>August 1, 2013 – September 30, 2016 | | | |
|---|---|---|---|
| **Activities** | **Person Responsible** | **Timeline** | **Deliverables and Outcomes** |
| 1. Collaborate with DHS, Network for a Healthy California, teachers and other partners to identify best-practice curriculum (e.g., Harvest of the Month, PowerPlay, Rethink Your Drink, Dairy Council) and develop a program for 2nd - 5th graders. | Project Coordinator (Jamie Daniels) | Aug 2013 – Dec. 2013 | Summary of collaboration effort |
| 2. Coordinate the review of any newly proposed curriculum. | Project Coordinator (Jamie Daniels) | Aug 2013 – Dec. 2013 | Summary of curriculum review |
| 3. Obtain posters, recipes, materials and food supplies to conduct nutrition education and tasting demonstrations for students, including one HOTM classroom tasting each month.<br><br>*(Note: All nutrition education materials, including curricula, must be approved by the Network prior to use and distribution. DHS staff will coordinate the approval process and will purchase educational materials, displays/models, and equipment for all contractors. DHS will also provide duplication and printing of materials, as needed.)* | Project Coordinator (Jamie Daniels) | Aug 2013 – Sept 2016 | Invoice records (on file)<br>List of materials provided with dates |
| 4. Train 2nd-5th grade teachers/in-class instructors to provide nutrition education to students, including Harvest of the Month.<br><br>Train K-1st & 6th grade teachers/in-class instructions to provide nutrition education to students on Harvest of the Month only. | Project Coordinator (Jamie Daniels)<br><br>Teachers | Aug 2013<br>Aug 2014<br>Aug 2015<br>Aug 2016 | Intern schedule |
| 5. Provide nutrition education to students in grades 2nd-5th, including monthly HOTM tastings.<br><br>Provide only Harvest of the Month nutrition education to students in grades K-1st & 6th | Project Coordinator (Jamie Daniels)<br><br>Teachers | Sept 2013 – May 2016 | HOTM produce order |

| | | | |
|---|---|---|---|
| 6. Coordinate the distribution of a mid-year survey to teachers to assess nutrition education implementation. | Project Coordinator (Jamie Daniels) | Dec 2013<br>Dec 2014<br>Dec 2015 | Completed mid-year surveys |
| 7. Partner with DHS to set-up teacher focus groups to assess implementation and plan for teachers to conduct in-class education the following year. | Project Coordinator (Jamie Daniels) | Apr-May 2014<br>Apr-May 2015<br>Apr-May 2016 | Focus group schedule |
| 8. Coordinate the distribution of the school wellness assessment to the teachers, who will comment on nutrition education and physical activity education. | Project Coordinator (Jamie Daniels) | April 2014<br>April 2015<br>April 2016 | School wellness assessment |

**Objective 5:** School will institutionalize a parent education program to promote school/district wellness policies *(i.e. healthy school parties or events, healthy fundraisers, healthy snacks, etc.)*.

**SNAP-Ed Scope of Work**
August 1, 2013 – September 30, 2016

| Activities | Person Responsible | Timeline | Deliverables and Outcomes |
|---|---|---|---|
| 1. Inform and engage parents on classroom and afterschool nutrition education obesity prevention interventions and campaigns, and provide the results of the school wellness assessment (e.g., during school and afterschool events such as Back-to-School nights, Open House, health fairs, PTA meetings). | Project Coordinator (Jamie Daniels) | Aug 2013 – Sept. 2016 | Log of meetings and activities completed<br><br>ATF |
| 2. Recruit parents to serve on school/district wellness committees. | Project Coordinator (Jamie Daniels) | Aug 2013 – Sept. 2016 | Summary of recruitment efforts |
| 3. If applicable, provide space for community partners to conduct parent nutrition education workshops. | Project Coordinator (Jamie Daniels) | Aug 2013 – Sept. 2016 | Schedule of parent forums |
| 4. Provide educational materials to parents, based on selected parent forums topics or classroom education (e.g. Rethink Your Drink, Harvest of the Month, MyPlate, healthy cooking). | Project Coordinator (Jamie Daniels) | Aug 2013 – Sept. 2016 | Summary of communication efforts |

**Objective 6:** School will implement trainings and strategies to increase nutrition education and access and consumption of healthy foods.

**SNAP-Ed Scope of Work**
August 1, 2013 – September 30, 2016

| Activities | Person Responsible | Timeline | Deliverables |
|---|---|---|---|
| 1. Coordinate with DHS and other partners to prepare nutrition education obesity prevention trainings at the school site. Training topics must include the following:<br><br>a. Orientation to the *Network* program, the results of the school wellness assessment and how it relates to the school or district wellness policy, including information on new or updated policies or provisions.<br><br>b. Utilizing *Harvest of the Month* and *Farmer of the Month* materials in the classroom, afterschool programs, parent education, and in the cafeteria (e.g. posters, displays, Farm to School/*Harvest of the Month* workbooks).<br><br>c. Effective nutrition education resources and strategies including but not limited to: *Harvest of the Month, ReThink Your Drink, Children's PowerPlay! Campaign, Dairy Council* materials, garden-based nutrition education, integrating physical activity, food safety, and how to conduct cooking lessons and food demonstrations. Trainings will include model teaching strategies, lessons, and best practices.<br><br>Additional training topics may include:<br><br>d. Information on promotion of evidence based physical activity programs and how they can be linked with nutrition education (e.g. Sports, Play, and Active Recreation for Kids (SPARK) and Coordinated Approach to Child Health (CATCH)).<br><br>e. Creating a healthy school environment (e.g. healthy school parties or events, healthy school fundraisers, not using food for rewards, recess before lunch). | Project Coordinator (Jamie Daniels) | Aug 2013 – Sept. 2016 | Log of trainings conducted<br><br>Training materials<br><br>ATF |

| | | | |
|---|---|---|---|
| 2. Collaborate and coordinate with DHS, school administration, teachers, school wellness committee, parent organizations, after school administrators, child nutrition services, and community partners. Promote implementation of strategies to increase access and consumption of healthy foods which may include, but are not limited to, the following:<br><br>a. Actively engage local farmers and growers to establish a Farm to School program and provide *Harvest of the Month* produce items in the school cafeterias.<br><br>b. Develop a school gardening project that includes garden-base nutrition education.<br><br>c. Provide information and training to school food service and schools on how to make use of garden grown produce in school cafeterias.<br><br>d. Support implementation of salad bars at school sites.<br><br>e. Support implementation of healthy food procurement policies in vending machines, fundraiser activities, school events.<br><br>f. Encourage participation in Child and Adult Care Food Program (CACFP) snack and meal programs in afterschool programs.<br><br>g. Promote implementation of healthy food and beverage standards for competitive foods at schools and afterschool sites.<br><br>h. Encourage implementation of marketing strategies to increase healthier food selection and consumption. | Project Coordinator (Jamie Daniels)<br><br>Food Service Worker (Patti Alberini) | Aug 2013 – Sept. 2016 | Collaboration Log<br><br>Copy of districts updated wellness policy (if applicable)<br><br>Success story |

# Exhibit B
# Budget and Budget Justification

| CTG Budget & Budget Justification<br>October 9, 2012 – September 30, 2014 | | | |
|---|---|---|---|
| | Hourly Rate | Hrs | Mar 2013-Sept 2014 |
| ***PERSONNEL*** | | | |
| **Active Recess Coordinator** - Coordinates planning, implementation, training and evaluation of a sustainable Active Recess program that will continue beyond the life of the grant.(In-Kind) | $0 | 0 | In-Kind |
| **Active Recess Coach(s)** - Encourages students to engage in physical activity during a majority of recess time through age appropriate games and other organized activities. | $12.50 | 264 | $3300 |
| **Personnel Subtotal** | | | **$3300** |
| Fringe Benefits % | 20% | | $660 |
| **TOTAL PERSONNEL** | | | **$3960** |
| ***NON-PERSONNEL / OPERATING EXPENSES*** | | | |
| **Travel** - Mileage for Active Recess related meetings, reimbursed at the federal reimbursement rate (e.g., 0.565 cents/mile in 2013) | | | $150 |
| Office Supplies | | | |
| Printing/Duplication | | | |
| Teacher/Staff Stipends | | | |
| Educational Materials | | | |
| **Equipment** - For equipment to support students engaging in physical activity, via Active Recess, during a majority of recess time. Can include infrastructure improvements (e.g., black top stencils, tetherball or basketball courts) or playground equipment (e.g., balls, hula hoops, jump ropes)<br><br>*Note: Use of funds is contingent upon approval by funder to allow for the purchase of equipment. Funds may not be used to purchase incentives, awards, and flare.* | | | $530 |
| Postage | | | |
| **TOTAL NON-PERSONNEL** | | | **$680** |
| ***OTHER COSTS*** | | | |
| | | | |
| **TOTAL OTHER COSTS** | | | **$0** |
| **TOTAL DIRECT COSTS** ***(Personnel + Non-Personnel + Other Costs)*** | | | **$4640** |
| **Indirect Costs %** | **0 %** | | $0 |
| **TOTAL BUDGET** | | | **$4640** |

| SNAP-Ed Budget<br>August 1, 2013 – September 30, 2016 | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | **Hourly Rate** | **Hrs** | **Aug -Sept 2013** | **Hrs** | **Oct 2013 - Sept 2014** | **Hrs** | **Oct 2014- Sept 2015** | **Hrs** | **Oct 2015- Sept 2016** | **Total** |
| ***PERSONNEL*** | | | | | | | | | | |
| Jamie Daniels, Project Coordinator (Nutrition Education Coordinator), 0.5 FTE | $24.00 | 80 | $1,920 | 800 | $19,200 | 800 | $19,200 | 730 | $17,520 | $57,840 |
| Teachers, Extra Hours | $46.66 | 16.5 | $770 | 4.5 | $210 | 16.5 | $770 | 4.5 | $210 | $1,960 |
| **Personnel Subtotal** | | | **$2,690** | | **$19,410** | | **$19,970** | | **$17,730** | **$59,800** |
| **Fringe Benefits %** *(No more than 25% of Personnel)* | **20.00%** | | $538 | | $3,882 | | $3,994 | | $3,546 | $11,960 |
| **TOTAL PERSONNEL** | | | **$3,228** | | **$23,292** | | **$23,964** | | **$21,276** | **$71,760** |
| ***NON-PERSONNEL / OPERATING EXPENSES*** | | | | | | | | | | |
| Rent | | | $0 | | $0 | | $0 | | $0 | $0 |
| Computer | | | $0 | | $0 | | $0 | | $0 | $0 |
| Copier | | | $0 | | $0 | | $0 | | $0 | $0 |
| Postage | | | $0 | | $0 | | $0 | | $0 | $0 |
| Office Supplies | | | $100 | | $1,200 | | $1,200 | | $1,200 | $3,700 |
| Travel – Annual Network Conference in Sacramento | | | $0 | | $328 | | $0 | | $328 | $657 |
| Travel - Network Trainings in Sacramento | | | $135 | | $269 | | $269 | | $269 | $941 |
| Travel – Mileage | 0.565 | 28.9 | $16 | 173.8 | $98 | 173.8 | $98 | 173.8 | $98 | $311 |
| **TOTAL NON-PERSONNEL** | | | **$251** | | **$1,895** | | **$1,567** | | **$1,895** | **$5,609** |

| SNAP-Ed Budget<br>August 1, 2013 – September 30, 2016 | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | **Hourly Rate** | **Hrs** | **Aug -Sept 2013** | **Hrs** | **Oct 2013 - Sept 2014** | **Hrs** | **Oct 2014- Sept 2015** | **Hrs** | **Oct 2015- Sept 2016** | **Total** |
| ***OTHER COSTS*** | | | | | | | | | | |
| Printing/Duplication | | | $0 | | $0 | | $0 | | $0 | $0 |
| Education Materials | | | $0 | | $0 | | $0 | | $0 | $0 |
| Equipment | | | $0 | | $0 | | $0 | | $0 | $0 |
| Supplies - Harvest of the Month Produce Box | | | $0 | | $1,215 | | $1,215 | | $1,215 | $3,645 |
| Supplies - Harvest of the Month Supplies | | | $0 | | $153 | | $153 | | $153 | $459 |
| **TOTAL OTHER COSTS** | | | **$0** | | **$1,368** | | **$1,368** | | **$1,368** | **$4,104** |
| **TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)** | | | **$3,479** | | **$26,555** | | **$26,899** | | **$24,539** | **$81,473** |
| **Indirect Costs %** | **5.99%** | | $208 | | $1,591 | | $1,611 | | $1,470 | $4,880 |
| **TOTAL BUDGET** | | | **$3,688** | | **$28,146** | | **$28,510** | | **$26,009** | **$86,353** |

***SNAP-Ed Grant Budget Revisions and Line Item Adjustments:***

*Subject to prior written notice under Paragraph 12, the Department of Health Services Division Director, or designee, may approve Line Item Budget Adjustment Requests and Budget Revision Request to Exhibit B1 so long as the total contract maximum set forth in Section 2 (Payment) neither increases nor decreases and there is no significant change in the Scope of Work. Proposed transfers between budget sections or between line items require an approved Budget Revision Request if the total of the proposed changes are greater than 10% of the total contract amount for each budget year. Proposed budget transfers that total less than 10% of the total contract amount each budget year require an approved Line Item Budget Adjustment Request. Said Line Item Budget Adjustment Requests and Budget Revision Requests shall not require a formal amendment to this Agreement and shall be effected by preparation of a new exhibit which is signed and dated by the Department of Health Services Division Director, or designee.*

**SNAP-Ed In-Kind Budget**
**August 1, 2013 – September 30, 2016**

| | Hourly Rate | Hrs | Aug -Sept 2013 | Hrs | Oct 2013 - Sept 2014 | Hrs | Oct 2014- Sept 2015 | Hrs | Oct 2015- Sept 2016 | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| ***PERSONNEL*** | | | | | | | | | | |
| Patti Alberini, Food Service Worker (Food Service Manager), 0.2 FTE | $16.52 | 28 | $463 | 140 | $2,313 | 140 | $2,313 | 140 | $2,313 | $7,401 |
| Teachers (K 1 & 6), 0.034 FTE | $46.66 | 0 | $0 | 45 | $2,100 | 45 | $2,100 | 45 | $2,100 | $6,299 |
| Teachers (2-5), 0.154 FTE | $46.66 | 22 | $1,027 | 198 | $9,239 | 198 | $9,239 | 198 | $9,239 | $28,743 |
| **Personnel Subtotal** | | | **$1,489** | | **$13,651** | | **$13,651** | | **$13,651** | **$42,443** |
| **Fringe Benefits %** | 20.00% | | $298 | | $2,730 | | $2,730 | | $2,730 | $8,489 |
| **PERSONNEL TOTAL** | | | **$1,787** | | **$16,381** | | **$16,381** | | **$16,381** | **$50,931** |
| **NON-PERSONNEL /OPERATING EXPENSES** | | | | | | | | | | |
| Food Handling Certification | | | $15 | | $50 | | $50 | | $50 | $165 |
| **TOTAL NON-PERSONNEL** | | | **$15** | | **$50** | | **$50** | | **$50** | **$165** |
| ***OTHER COSTS*** | | | | | | | | | | |
| Food Handling Certification | | | $15 | | $50 | | $50 | | $50 | $165 |
| Annual Community Nutrition-Garden Event | $100.00 | 5 | $500 | 5 | $500 | 5 | $500 | 5 | $500 | $2,000 |
| **TOTAL OTHER COSTS** | | | **$515** | | **$550** | | **$550** | | **$550** | **$2,165** |
| **TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)** | | | **$2,317** | | **$16,981** | | **$16,981** | | **$16,981** | **$53,261** |
| **Indirect Costs %** | **5.99%** | | $139 | | $1,017 | | $1,017 | | $1,017 | $3,190 |
| **TOTAL IN-KIND** | | | **$2,456** | | **$17,999** | | **$17,999** | | **$17,999** | **$56,451** |

**SNAP-Ed Budget Justification**
**August 1, 2013 – September 30, 2016**

***PERSONEL***

**Employee Name:** Jamie Daniels
**Position Title (USDA):** Project Coordinator
**Official Title (School):** Nutrition Education Coordinator
**FTE:** 0.5 FTE (0.0 FTE In-Kind)
**Position Description:** Coordinate program staff and nutritionist education activities; plan and follow through on outreach and educational events at health fairs, schools, and other promotional activities; work with schools, churches, farm worker organizations, and community organizations in planning and promoting good health through dissemination of nutrition education materials; actively acquire and develop culturally and linguistically competent nutrition curriculum and educational materials; to promote existing and/or to develop new physical activity promotional components of nutrition education; and expand our existing community outreach program to encompass nutritional components to increase community awareness and knowledge of good nutrition and healthy active lifestyles some cases, supervises staff that carry out activities.

**Position Titles (USDA):** Teachers
**Official Title (School):** Teachers
**FTE:** Extra Hours
Cost for K-6$^{th}$ grade teachers to attend annual training on integrating nutrition and physical activity education into the classroom. Funds can only be used if teachers receive training or are participating in SNAP-Ed activities outside their regular work hours.

- FFY 2013: 11 teachers x $46.66 / hour x 1.5 hours / training x 1 training = $770
- FFY 2014: 3 teachers x $46.66 / hour x 1.5 hours / training x 1 training = $210
- FFY 2015: 11 teachers x $46.66 / hour x 1.5 hours / training x 1 training = $770
- FFY 2016: 3 teachers x $46.66 / hour x 1.5 hours / training x 1 training = $210

**Fringe Benefits**

The average fringe benefit percentage used for calculating the fringe benefit line is 20% of salaries. Fringe Benefits include statutory benefits (i.e., Medicare, Social Security, Workers Compensation and State Schools Unemployment Insurance) and voluntary benefits (i.e., Disability Insurance).

***NON-PERSONNEL / OPERATING EXPENSES***

**Rent:** : $0

**Computer:** $0

**Copier:** $0

**Postage:** $0

**Office Supplies**
For supplies such as pens, pencils, postage, notepads, paper as needed for nutrition education and promotion activities ($150/month x 12 months).

- FFY 2013: *$50/month x 2 months = $100*
- FFY 2014: *$100 /month x 12 months = $1,200*
- FFY 2015 *$100 /month x 12 months = $1,200*
- FFY 2016 *$100 /month x 12 months =$1,200*

**TRAVEL**

**Travel – Annual Network Conference in Sacramento**
For one staff to attend the Annual Network Conference in Sacramento up to two (2) days. Mileage reimbursement rate is set at $0.555/mile.

- FFY 2013: $0 *(No conference)*
- FFY 2014: *($40 / day meal per diem x 2 days x 1 staff) + ($84/night x 1 night accommodations x 1 staff + $12 tax) + ( 206 miles RT x $0.565 x 1 car) + ($18 / day parking for one car x 2 days )= $328*
- FFY 2015: $0 *(No conference)*
- FFY 2016: *($40 / day meal per diem x 1 staff) + ($84/night x 1 night accommodations x 1 staff + $12 tax) + ( 206 miles RT x $0.565 x 1 car) + ($18 / day parking for one car x 2 days )= $328*

**Travel –Network Trainings in Sacramento**
For one staff to attend Network-Sponsored Skills Trainings in Sacramento, such as facilitation, sustainability, and program delivery trainings. Mileage reimbursement rate is set at $0.565/mile.

- FFY 2013: *(206 miles round trip x 1 meetings x $0.565 cents) + $18 parking for one car = $135*
- FFY 2014: *(206 miles round trip x 2 meetings x $0.565) + ($18 daily fee for one car x 2 days) = $269*
- FFY 2015: *(206 miles round trip x 2 meetings x $0.565) + ($18 daily fee for one car x 2 days) = $269*
- FFY 2016: *(206 miles round trip x 2 meetings x $0.565) + ($18 daily fee for one car x 2 days) = $269*

**Travel – Mileage**
Mileage for travel for staff to attend team meetings, local trainings, meeting with stakeholders, community forums, conduct site visits & TBD. Mileage reimbursement rate is set at $0.565/mile.

- FFY 2013: 14.47 *miles / month x 0.565 cents/mile x 2 months* = $16
- FFY 2014: *14.47 miles / month x 0.565 cents/mile x 12 months* = $98
- FFY 2015: *14.47 miles / month x 0.565 cents/mile x 12 months* = $98
- FFY 2016: *14.47 miles / month x 0.565 cents/mile x 12 months* = $98

**OTHER COSTS**

**Printing/Duplication:** $0

**Educational Materials:** $0

**Equipment:** $0

**Supplies – Harvest of the Month (HOTM) Produce Box:**
Purchase of HOTM produce boxes (with HOTM and farmer curriculum) for classroom taste-testing supplies for grades K-6 (# classrooms x 9 months x $15 per classroom)

- FFY 2013: $0 (No HOTM lessons in Aug-Sept 2013)
- FFY 2014: 9 classrooms x 9 months (Oct 2013-May 2014 & Sept 2014) x $15 /classroom = $1,215
- FFY 2015: 9 classrooms x 9 months (Oct 2014-May 2015 & Sept 2015) x $15 /classroom = $1,215
- FFY 2016: 9 classrooms x 9 months (Oct 2015-May 2016 & Sept 2016) x $15 /classroom = $1,215

**Supplies – Harvest of the Month**
HOTM classroom taste-testing supplies for each K-6 classroom (e.g., cutting boards, serrated knives, gloves, hand sanitizer, etc.)

- FFY 2013: $0 (No HOTM lessons in Aug-Sept 2013)
- FFY 2014: 9 classrooms x $17/classroom = $153
- FFY 2015: 9 classrooms x $17/classroom = $153
- FFY 2016: 9 classrooms x $17/classroom = $153

**INDIRECT COSTS**

**Indirect Costs**
5.99% of total direct costs. The calculation is based on the California Department of Education (CDE) School Fiscal Services Division Approved IRC rate for 2013-2014.

# Exhibit C
# Sonoma County Insurance Requirements

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

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

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

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

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.

d. **County of Sonoma, its Officers, Agents and Employees** shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
g. The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
h. *Required Evidence of Insurance*:
   i. Copy of the additional insured endorsement or policy language granting additional insured status; and
   ii. Certificate of Insurance.

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

4. **Standards for Insurance Companies**
   Insurers shall have an A.M. Best's rating of at least A:VII.

5. **Documentation**
   a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
   b. The name and address for Additional Insured endorsements and Certificates of Insurance is: County Of Sonoma (DHS), Contract & Board Item Development Unit, 3313 Chanate Road, Santa Rosa, CA 95404.
   c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
   d. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
   e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

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

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

# Exhibit D
# CA Department of Public Health
# Special Terms And Conditions

The Contractor agrees to comply with the following provisions outlined in the California Department of Public Health (CDPH) Special Terms and Conditions:

- Provision 1: Federal Equality Opportunity Requirements
- Provision 2: Travel and Per Diem Reimbursement
- Provision 3: Procurement Rules
- Provision 4: Equipment Ownership / Inventory / Disposition
- Provision 5: Subcontract Requirements
- Provision 6: Income Restrictions
- Provision 7: Audit and Record Retention
- Provision 8: Site Inspection
- Provision 10: Intellectual Property Rights
- Provision 11: Air or Water Pollution Requirements
- Provision 12: Prior Approval of Training Seminars, Workshops or Conferences
- Provision 13: Confidentiality of Information
- Provision 14: Documents, Publications and Written Reports
- Provision 17: Human Subjects Use Requirements
- Provision 19: Debarment and Suspension Certification
- Provision 20: Smoke-Free Workplace Certification
- Provision 24: Officials Not to Benefit
- Provision 31: Lobbying Restrictions and Disclosure Certification

The CDPH Special Terms and Conditions can be found at the following web address:

www.cdph.ca.gov/programs/cpns/Documents/CCOI-RFA2013-ExhD(F)-SpecialTermsConditions.doc

(Note: to open document, type link into web browser. Select "OK" to open document. If a window appears asking for a user name and password, select "cancel" and the document will open.)

# Exhibit E
# CA Department of Public Health
# Additional Provisions

## Additional Incorporated Documents

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Grantee with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

1. Network Local Projects *Network for a Healthy California* Guidelines Manual and any revisions thereto. (Revision October 2011)
**http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx**

2. *Network for a Healthy California* Program Letters and any revisions thereto.
**http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx**

3. United States Department of Agriculture, Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance.
(Revision Date March 29, 2013)
**http://snap.nal.usda.gov/snap/Guidance/FY2014SNAP-EdGuidance.pdf**

## 1. Cancellation / Termination

A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Grantee may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this agreement or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this agreement, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this agreement, and except as otherwise specified by CDPH, the Grantee shall:

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the agreement Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the agreement.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrantees, or employees, officers and directors of the Grantee or subgrantees. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to prior CDPH review and approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrantees, or any employee, officer, or director of the Grantee or any subgrantee has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the agreement.

2) An instance where the Grantee's or any subgrantee's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest under this agreement will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the agreement. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

# Exhibit F
# CA Department of Public Health
## Travel Reimbursement Information
*(Mileage Reimbursement Increase Effective 7/1/11)*

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.

   a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by the *California Department of Public Health (CDPH)* upon the receipt of a statement on/with an invoice indicating that such rates are not available.

   b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.

   c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

      (1) Lodging (with receipts*):

| Travel Location / Area | Reimbursement Rate |
|---|---|
| Statewide (excluding the counties identified below) | $ 84.00 plus tax |
| Counties of Los Angeles and San Diego | $110.00 plus tax |
| Counties of Alameda, San Francisco, San Mateo, and Santa Clara | $140.00 plus tax |

      Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of *Public* Health *(CDPH)* or his or her designee. Receipts are required.

      *Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

      (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

| Meal / Expense | Reimbursement Rate |
|---|---|
| Breakfast | $ 6.00 |
| Lunch | $ 10.00 |
| Dinner | $ 18.00 |
| Incidental expenses | $ 6.00 |

   d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).

   e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.

   f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

   At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be 55.5 cents maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.

5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.

6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

**Per Diem Reimbursement Guide**

| Length of travel period | This condition exists... | Allowable Meal(s) |
|---|---|---|
| Less than 24 hours | Trip begins at or before 6 a.m. and ends at or after 9 a.m. | Breakfast may be claimed. |
| Less than 24 hours | Trip begins at or before 4 p.m. and ends at or after 7 p.m. | Dinner may be claimed. |
| *Contractor may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.* | | |
| 24 hours | Trip begins at or before 6 a.m. | Breakfast may be claimed. |
| 24 hours | Trip begins at or before 11 a.m. | Lunch may be claimed. |
| 24 hours | Trip begins at or before 5 p.m. | Dinner may be claimed. |
| More than 24 hours | Trip ends at or after 8 a.m. | Breakfast may be claimed. |
| More than 24 hours | Trip ends at or after 2 p.m. | Lunch may be claimed. |
| More than 24 hours | Trip ends at or after 7 p.m. | Dinner may be claimed. |
| Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals. | | |

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 51**
(This Section for use by Clerk of the Board Only.)

| | |
|---|---|
| **To:** | Board of Supervisors of Sonoma County |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | Human Services Department<br>Department of Health Services |
| **Staff Name and Phone Number:** | Oscar Chavez, 565-3812; Alfredo Perez, 565-6627 |
| **Supervisorial District(s):** | Countywide |
| **Title:** | Road to the Early Achievement and Development of Youth (READY) |

**Recommended Actions:**

Authorize the Director of Human Services and the Director of Health Services to enter into a Memorandum of Understanding under which Human Services will receive revenue from Health Services to administer the Road to the Early Achievement and Development of Youth (READY) program for the period July 1, 2013 through September 30, 2015 in an amount not to exceed $1,500,000.

Authorize the Director of Human Services to execute an agreement with Community Child Care Council Sonoma County to provide technical assistance and professional development to early childcare providers for the period July 1, 2013 through September 30, 2015 in an amount not to exceed $622,923.

Authorize the Director of Human Services to execute an agreement with River to Coast Children's Services to provide technical assistance and professional development to early childcare providers for the period of July 1, 2013 through September 30, 2015 for a total not to exceed amount of $77,876.

Authorize the Director of Human Services to execute an agreement with Sonoma County Office of Education to administer Gateway to Quality assessments for the period of July 1, 2013 through September 30, 2015 in an amount not to exceed $29,160.

Authorize the Director of Health Services and the Director of Human Services to enter into a Memorandum of Understanding under which Health Services will receive revenue from Human Services to convene individuals throughout the community who are involved in early child care for the period July 1, 2013 through September 30, 2015 in an amount not to exceed $122,878.

**Executive Summary:**

This item requests approval of a revenue agreement for the Department of Health Services (on behalf of First 5) to provide funding to the Human Services Department for Road to Early Achievement and Development of Youth (READY) Program. This item further requests authority for the Human Services

Department to enter into agreement with three community partners for services related to the READY program as well as funding back to the Department of Health Services for a portion of these efforts.

**Background**:

The First 5 Sonoma County Commission ("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 actions requested in this agenda item are consistent with the goals and objectives approved in the First 5 Sonoma County Strategic Plan 2011-2020.

The Commission has sought to utilize established strategic planning guidelines to maximize the return on the Commission's investments in the community and fund projects with high potential for clearly communicated success based on clear measurement. In line with this goal, on September 25, 2012, First 5 Sonoma County issued a Request for Proposals (RFP) for one-time strategic or capital investment projects to improve Sonoma County's ability to achieve one or more of the priority outcomes in the 2010-2020 First 5 Strategic Plan and support progress towards the Commission's overarching outcome of school readiness.

On January 25, 2013, the Sonoma County Human Services Department, on behalf of Upstream Investments, and in collaboration with the Department of Health Services, Community Child Care Council of Sonoma County, River to Coast Children's Services, Child Care Planning Council Sonoma County, and Professional Association for Childhood Education and Alternative Payment Program, submitted a proposal entitled Road to the Early Achievement and Development of Youth (READY). READY seeks to provide training and technical assistance to early child care providers in Sonoma County to increase the quality of child care; develop shared, community-wide definitions of early child care outcomes including but not limited to kindergarten readiness; and design and implement a shared electronic system to track and measure these outcomes. The proposal was selected by the First 5 Commission on March 25 to be funded at $1.5 million dollars over 2.25 years.

READY proposes to address the four needs identified by the First 5 Sonoma County Early Care and Education Committee:

- Inadequate resources for the technology necessary to track long-term outcomes for children and families served.
- Inadequate incentives to improve quality and an expectation that providers will engage in program improvement with little or no financial reward.
- Inadequate resources for training and coaching for programs that do not currently meet, but would like to meet, high quality standards and outcomes.
- Inadequate funding and too many resources restricted to specific geographic locations, ages or program types.

READY will address these needs through the following nine strategies:

1. Develop **shared expectations** about successful processes and outcomes for early child care, including but not limited to the evidence-informed components of an effective classroom environment and the definition and measurement of kindergarten readiness.
2. Identify and implement **common evidence-informed tools** throughout the County to measure these processes and outcomes.

3. Purchase and implement a **web-based system** to store the results of these common tools for children ages 0-5 receiving care in public or private licensed early child care centers.
4. **Incentivize** early child care providers to participate in READY by providing a computer, computer training, access to computer support, and individualized outcomes reports for their own centers (for as long as they participate). In addition to ensuring provider participation in READY, this incentive will also improve the computer literacy of the early child care workforce. Finally, provide up to five scholarships each year for attending a state-wide conference related to the education of young children.
5. Implement **data-sharing** between licensed early child care providers and schools to expand school's knowledge of children as they enter kindergarten. Provide information back to early child care providers about the kindergarten through third grade achievements of the children they have served to encourage continued improvement.
6. Expand the delivery of **professional development** activities to early child care providers based on aggregate outcomes achieved in the community and, when necessary, based on individual provider outcomes.
7. Expand third-party early child care **quality assessments** through the local Gateway to Quality.
8. Publish **reports** for the community about early childhood outcomes in Sonoma County and their relationship to the success indicators that are tracked by community-wide policy initiatives including three of the Cradle to Career indicators:
   - Percent of children with access to quality preschool
   - Percent of children that are assessed as ready for kindergarten
   - Percent of students reading at or above grade level by the end of third grade
9. Convene an annual early childhood education **gathering** to recognize and celebrate local best practices, discuss local outcomes, and strategize next steps for collective action.

These strategies and activities will be implemented by the following agencies:

- The **Sonoma County Human Services Department** (HSD), as the sponsor of the Upstream Investments Policy, will be the lead agency and fiscal agent and will provide overall project management. HSD will facilitate strategies 1-5. HSD is adding one Time-Limited Program Planning and Evaluation Analyst through June 30, 2016. This position will manage the following contracts and conduct overall project management. The extended date of this position is in anticipation of federal reimbursement under Title IV-E and also built in to manage the wrap-up of the project and ensure that the contract scopes were met.
- The **Community Child Care Council of Sonoma County** (4Cs) and **River to Coast Children's Services** (RCCS), as the only state-funded early childhood resource and referral agencies in Sonoma County, will provide early childhood expertise, engage early child care providers, and develop and deliver strategy 6. HSD will contract with 4Cs for the period of July 1, 2013 through September 30, 2015 for a total not to exceed amount of $622,923 and with RCCS for the period of July 1, 2013 through September 30, 2015 for a total not to exceed amount of $77,876.
- HSD will execute a contract with The **Child Care Planning Council** of Sonoma County (CCPC) for the period of July 1, 2013 through September 30, 2015 for a total not to exceed amount of $29,160, to provide early child care expertise, facilitate engagement of the local early childhood community, and deliver strategy 7.
- HSD will execute an MOU with the **Sonoma County Department of Health Services** (DHS), as the sponsor of Health Action and Cradle to Career, for the period of July 1, 2013 through September 30,

2015 for a total not to exceed amount of $122,878 to serve as convener and communicator. DHS will foster necessary relationships and facilitate strategies 8 and 9 above.

HSD is exploring the possibility of claiming Title IV-E federal reimbursement for the training of child care providers. If reimbursed, these funds will help to build sustainability for the continuation of READY after September 30, 2015.

**Prior Board Actions:**

None.

**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. This initiative also closely aligns with Goal 3, investing in the future, because it represents First 5 Sonoma County's strategic investment in school readiness.

READY will demonstrably improve First 5's ability to achieve the First 5 priority outcomes 3A, "Increasing the availability of high quality early care and education," and 4E, "Collaborate with the early care and education and K-3 systems to increase alignment and articulation between early care and education and K-3 and to identify and increase institutionalization of successful school readiness strategies and programs."

**Fiscal Summary - FY 13-14**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 715,1850 | County General Fund | $ | 0 |
| Add Appropriations Reqd. | $ | 0 | State/Federal | $ | 0 |
| | $ | | Fees/Other | $ | 0 |
| | $ | | Use of Fund Balance | $ | 0 |
| | $ | | Contingencies | $ | 0 |
| | $ | | First 5 Sonoma Count | $ | 715,185 |
| **Total Expenditure** | **$** | **715,185** | **Total Sources** | **$** | **715,185** |

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

See attached READY Scope of Work and Three-Year Budget.

The Department of Health Services FY 13-14 budget includes $716,185 for the READY MOU expenditure. The remaining $783,815 will be included in appropriate future year budgets.

The Human Services Department will add $716,185 in the 1st Quarter Consolidated Adjustment to the FY 13-14 budget. The remaining $783,815 will be included in appropriate future year budgets. No general fund or realignment revenue is necessary.

The Human Services Department FY 13-14 budget includes $332,571 in contracts/MOUs: a $236,850 contract with Community Child Care Council Sonoma County; a $28,525 contract with River to Coast Children's Services; a $7,619 contract with the Sonoma County Office of Education; and a $59,577 MOU with the Department of Health Services. The Human Services Department FY 13-14 budget also includes

$383,614 in Department expenditures.

**Staffing Impacts**

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

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

**Attachments:**

READY Scope of Work and Three-Year budget

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

A Memorandum of Understanding between the Human Services Department (HSD) and the Department of Health Services (DHS) through which DHS pays HSD $1.5 million to administer READY.

A Memorandum of Understanding between the Human Services Department (HSD) and the Department of Health Services (DHS) through which HSD pays DHS $122,878.

Agreement Number I2-CCCC-READY-1315 with Community Child Care Council Sonoma County for $622,923.

Agreement I2-RCCS-READY-1315 with River to Coast Children's Services for $77,876.

Agreement Number I2-SCOECCPC-READY-1315 with Sonoma County Office of Education for $29,160.

# READY

Road to the Early Achievement and Development of Youth

# PROJECT NARRATIVE and BUDGET

**A project of Upstream Investments and Cradle to Career**
**Funded by First 5 Sonoma County**

## 1. PROJECT DESCRIPTION

Sonoma County has a variety of initiatives dedicated to improving the quality and availability of early childhood education. In 2012, the First 5 Sonoma County Early Care and Education Committee inventoried the supports available for early childhood educators and identified the following four gaps:

- Inadequate resources for the technology necessary to track long-term outcomes for children and families served.
- Inadequate incentives to improve quality and an expectation that providers will engage in program improvement with little or no financial reward.
- Inadequate resources for training and coaching for programs that do not currently meet, but would like to meet high quality standards and outcomes.
- Inadequate funding and too many resources restricted to specific geographic locations, ages or program types

The Sonoma County Human Services Department, on behalf of the Cradle to Career and Upstream Investments policy initiatives, and in collaboration with the Department of Health Services and community partners, proposes to address all four needs with this proposal called the Road to the Early Achievement and Development of Youth – READY. Over three years, READY will expand existing community activities by implementing the following nine strategies.

1. Develop shared expectations about processes and outcomes for early child care, including but not limited to the evidence-informed components of an effective classroom environment and the definition and measurement of kindergarten readiness.

2. Identify and implement common evidence-informed tools throughout the County to measure these processes and outcomes.

3. Purchase and implement a web-based system to store the results of these common tools for children ages 0-5 receiving care in public or private licensed early child care centers.

4. Incentivize early child care providers to participate in READY by providing a computer, computer training, access to computer support, and individualized outcomes reports for their own center site (for as long as they participate). In addition to ensuring provider participation in READY, this incentive will also improve the computer literacy of the early child care workforce. Finally, provide up to five scholarships each year for attending a state-wide conference related to the education of young children.

5. Implement data-sharing between licensed early child care providers and schools to expand school's knowledge of children as they enter kindergarten. Provide information back to early child care providers about the kindergarten through third grade achievements of the children they have served to encourage continued improvement.
6. Expand the delivery of professional development activities to early child care providers based on aggregate outcomes achieved in the community and, when necessary, based on individual provider outcomes.
7. Expand third-party early child care quality assessment through the local Gateway to Quality.
8. Publish reports for the community about early childhood outcomes in Sonoma County and their relationship to the success indicators that are tracked by community-wide policy initiatives including three of the Cradle to Career indicators:
    - percent of children with access to quality preschool,
    - percent of children that are assessed as ready for kindergarten,
    - and percent of students reading at or above grade level by the end of third grade.
9. Convene an annual early childhood education gathering to recognize and celebrate local best practices, discuss local outcomes, and strategize next steps for collective action.

READY is a collective impact activity that that will actively engage stakeholders in the local early child care community and that will be jointly managed by the following Implementation Team:

- The Sonoma County Human Services Department (HSD), as the sponsor of the Upstream Investments Policy, will be the lead agency and fiscal agent and will provide overall project management. HSD will facilitate strategies 1-5.
- The Community Child Care Council of Sonoma County (4Cs) and River to Coast Children's Services (RCCS), as the only state-funded early childhood resource and referral agencies in Sonoma County, will provide early childhood expertise, engage early child care providers, and develop and deliver strategy 6.
- The Child Care Planning Council of Sonoma County (CCPC) will provide early child care expertise, facilitate engagement of the local early childhood community, and will deliver strategy 7.
- The Sonoma County Department of Health Services (DHS), as the sponsor of Health Action and Cradle to Career, will serve as convener and communicator. DHS will foster necessary relationships and facilitate strategies 8-9.
- The Redwood Empire Regional Office of the Professional Association for Childhood Education and Alternative Payment Program (PACEAPP) will provide early childhood expertise and assist with strategy 9.

**a. How does the project align with the approved First 5 Strategic Plan goals and objectives for FY2011-2020?**

See 4c. on page 7.

**b. How does the project support the implementation of evidence-based interventions that demonstrate positive results for children prenatal through 5 years and their families?**

Currently, 4Cs is funded to provide evidence-informed training and coaching to 33 early child care providers through the Child Signature Program which includes 1 FTE Early Learning Systems Supervisor. READY leverages this existing position by adding supervisory responsibility for four additional Early Learning Systems Specialists to reach an additional 4.0 additional early child care providers over three years. The Child Care Planning Council is currently funded to conduct up to 35 quality assessments through Gateway to Quality. READY funds an additional 65 Gateway to Quality assessments over three years. Additionally, the Child Care Planning Council is funded to provide stipends for academic achievement of early child care providers through CARES Plus, a Tier 2 program on the Upstream Portfolio. The professional development provided through READY will reinforce the evidence-informed strategies taught in the coursework by supporting their implementation in the child care site. 4Cs has submitted its implementation of Perry Preschool to the Upstream Portfolio and when approved it will also provide a foundation for the professional development program. Finally, the READY Implementation Team will identify other evidence-informed early child care practices when necessary and will successfully achieve Upstream Portfolio placement before promoting them through the professional development program.

**c. How does the project build capacity and model sustainable success?**

READY will build the capacity of local early child care providers by providing a mechanism to measure and track outcomes and by increasing the number of providers introduced to evidence-informed strategies. This group of trained providers will constitute a majority of all local licensed providers, will become a network of peer leaders who can support and encourage each other and other providers. READY will prepare Sonoma County providers to successfully participate in the Quality Rating and Improvement System (QRIS) currently being developed and piloted by the California Department of Education and First 5 California. As the early child care landscape changes over the next three years, the outcomes data made available through READY can be used by the community to successfully compete for new funding and resources. In the third year of this grant, the READY Implementation Team will identify means to sustain the READY activities that are considered successful.

**d. How does the project align with Proposition 10 legislation?**

READY targets early child care providers who serve children ages 0-5. No existing resources for the support of these early child care providers is replaced or supplanted through this proposal. READY enhances existing activities by expanding the breadth of professional development and quality assessment available for providers, by adding a mechanism to measure outcomes, and by providing incentives for early child care provider participation.

**e. Describe a previous successful implementation of a project with a similar magnitude and scope of the proposed project.**

The Sonoma County Human Services Department sponsors the Upstream Investments Policy. Over the past five years, the Department has actively engaged over 150 local organizations; achieved agreement on 22 shared indicators of success; developed, tested, and implemented the

Portfolio of Model Upstream Program; provided technical assistance to over 80 organizations to expand their capacity to deliver evidence-informed practices; and integrated the Upstream principles of investing early, wisely and together in funding decisions by local funders. Since 2008, the Upstream budget has included $1.5 million in staffing and over 3,500 hours of in-kind support from partners.

## 2. ORGANIZATION QUALIFICATIONS

The Sonoma County Human Services Department has over 700 employees and an annual budget of over $240 million. The Department has deep experience leading collaborations and collective impact and significant involvement in the early child care community. The Department administers state funded child care programs and made over $1.2 million in direct payments to child care providers during 2011-2012. Marla Stuart, the lead for READY, directs the Division of Information Integration (I2) which includes over 45 staff who maintain approximately 1,000 computers and associated equipment; administer over 100 computer applications used by HSD employees and many local partners to document case management activities and report program outcomes; and conduct research and evaluation. Ms. Stuart has led Upstream Investments since its inception in 2008.

The Community Child Care Council of Sonoma County (4Cs) is a 501c3 and has served the children and families of Sonoma County since 1972. 4Cs includes the Child Care Resource and Referral, 12 high quality state funded preschools, the Child Care Food Program, state subsidized Alternative Payment Programs, the First 5 Value in Preschool Scholarship program, the First 5 Child Signature Program, and various trainings and quality improvement resources and opportunities for all child care providers in the county. The trained and experienced staff of 4Cs are well qualified to lead the expanded professional development for child care providers serving children 0-5 years and to successfully engage these providers in outcomes measurement.

River to Coast Children's Services (RCCS) has been serving families in West County since 1976. RCCS administers a Resource and Referral program, four state funded preschool programs, a Family Child Care Home Education Network, an emergency food and shelter program, three kinder-gym programs, and a growing readers program. RCCS' trained and experienced staff is qualified to provide technical assistance using CLASS and ECERS.

The Sonoma County Department of Health Services, through Cradle to Career, has demonstrated significant success in convening diverse sectors, including a wide range of school districts, to support the success of Sonoma County's children from birth to career. DHS is charged with protecting the health of the public by administering state and federal programs, developing and implementing local programs and policies, convening various community coalitions, and supporting the local health system. The Health Policy, Planning and Evaluation (HPPE) Division (home of Cradle to Career) provides backbone support to Health Action and coordinates planning, data collection, evaluation, and policy activities for the Department.

The Child Care Planning Council (CCPC), established in 1991 under AB 2141, convenes the child care community to identify local priorities, develops local policies, and promotes quality child care. The CCPC conducts the annual child care needs assessment, develops the county-wide comprehensive child care plan, facilitates the Partnership for Children, and administers CARES Plus and Gateway to Quality.

Each year the Professional Association for Childhood Education and Alternative Payment Program (PACEAPP) provides state-funded child care subsidies to over 500 child care providers for over 800 children in Sonoma County and hosts annual professional development conferences.

All six organizations in the READY Implementation Team are actively involved in the local early child care community including participating on committees of the Child Care Planning Council, Partnership for Children, and First 5.

## 3. OTHER KEY COMPONENTS

### a. In what ways does the project leverage other funding and /or resources?

Whenever possible, READY will integrate activities into existing structures which will increase the likelihood of acceptance, sustainability, and opportunities for augmentation over time. These efforts to leverage other resources include the following.

- The existing staff and resources of the five organizations comprising the READY Implementation Team will support the READY implementation.
- READY will harness the knowledge and authority of a wide variety of local organizations to achieve agreement on the definition and measurement of early child care risk factors, environments, and outcomes.
- READY intensifies and extends the work of a variety of aligned activities and as such leverages the funding and resources dedicated to these activities. These activities include, but are not limited to the Child Signature Program, Child Care Initiative Project, Family Child Care Home Networks, Family Child Care Food Program, CARES Plus, Gateway to Quality, Behavioral Consultation Project, Child Care Planning Council Needs Assessment, and Value In Preschool Scholarships.
- READY will serve as a pilot-test for the Upstream Investments Shared Outcomes Measurement project and will be supported by the multi-sector workgroup leading this work.

### b. In what ways does the project collaborate with similar agencies or evidence-based approaches?

- READY will rely on the existing collective local knowledge and expertise about early childhood development and early child care.
- READY will provide data that will inform the work of First 5 and other aligned initiatives.
- READY will promote the Cradle to Career goal of strengthening the linkages between phases in a child's life by promoting information sharing between early child care providers and K-3 education.
- READY will expand the scope, depth and reach of the professional development activities currently led by 4Cs and RCCS.
- READY will promote broad use of evidence-informed early childhood practices by using practices that meet the criteria for the Upstream Portfolio as the foundation of the professional development and coaching. Throughout this proposal, the term "evidence-

informed" is used to include the continuum of practices that are evidence-based, promising, or emerging.

- READY will expand the use of early childhood assessment tools widely used nationally and/or currently used in Sonoma County including the following.
    a. Early Childhood Environment Rating Scales (ECERS) which measure health and safety, relationships, and opportunities for learning in the child care setting. The ECERS are extremely versatile and well-suited for READY because they were designed for use as self-assessment, for technical assistance development, and for third-party quality rating assessment. It is already locally used.
    b. Classroom Assessment Scoring System (CLASS) which measures three domains of teaching practice that are linked to positive students outcomes: social/emotional support, organization/management support, and instructional support. CLASS is also already locally used.
    c. Early Development Instrument (EDI) which measures a child's physical health and well-being, social competence, emotional maturity, language and cognitive development, communication skills, and general knowledge. EDI is a widely used measure of kindergarten readiness and has been recommended for use by the 4Cs Board of Directors.

**c. Describe how the impact from this project will go deep and have magnitude (timing, visibility, quality and quantity produced).**

READY extends evidence-informed professional development to ensure that a majority of licensed early child care providers in Sonoma County are introduced to practices that are proven to promote positive outcomes and kindergarten readiness. READY implements a standardized system to measure early child care environments and outcomes, and incentivizes providers to participate. READY delivers currently unavailable information about early child care outcomes to the child care community. READY broadens the community visibility of the value of investing in high quality early child care through community reporting and convenings. Nothing short of the breadth and depth offered through READY has the ability to significantly improve early child care quality and outcomes for enough Sonoma County children to significantly improve overall third grade achievement.

**d. To what extend does this project provide services to children and families from targeted school attendance area(s)?**

READY is targeted to all licensed early child care providers in Sonoma County including those that serve children in the targeted school attendance areas. Although all licensed providers will be eligible to participate and included in overall outreach activities, resources for training and coaching will be prioritized for providers serving high need populations (as defined by First 5) and providers serving high need populations will be actively recruited to participate with the Implementation Team in planning and evaluation activities.

## 4. OTHER CONSIDERATIONS

**a. Is the project listed on the Sonoma Upstream Portfolio?**

In the measurement of outcomes and in the delivery of professional development, READY will utilize only early child care approaches that meet the criteria of the Portfolio as evidence-based, promising practices, or emerging practices. The Child Care Planning Council will submit ECERS and CLASS, the evidence-based measurement tools used on Gateway to Quality, to the Upstream Portfolio.

**b. How does the project fit with Health Action's 2020 Vision and Action Plan?**

Health Action sponsors Cradle to Career as one of its three priority areas in the current action plan. Cradle to Career is promoting two strategies to improve the quality and availability of early care and education: improve early care environments and improve the training and qualifications of providers. READY advances both of these strategies.

**c. How does the project advance the implementation of one or more strategies in the First 5 Strategic Plan (e.g., by funding training or evaluation etc.)?**

READY closely aligns with the First 5 Sonoma County 2011-2020 Strategic Plan by:

- addressing the four critical gaps identified by the First 5 Early Care and Education Committee;
- improving the quality of early child care for local children ages 0-5 by expanding the reach of the early child care professional development and quality assessment already funded by First 5;
- standardizing and expanding the measurement of outcomes for early child care providers throughout the community which will improve First 5's ability to clearly communicate the value of early childhood care to the community;
- standardizing the definition of school readiness and promoting an understanding of the early child care strategies that contribute to school readiness;
- integrating the work of measuring early child care outcomes and using the information to improve the quality of early child care by providing the information back to providers.

Finally, READY will demonstrably improve the First 5's ability to achieve priority outcomes 3A, "Increasing the availability of high quality early care and education" and 4E, "Collaborate with the early care and education and K-3 systems to increase alignment and articulation between early care and education and K-3 and to identify and increase institutionalization of successful school readiness strategies and programs."

We believe that READY is exciting, doable, and promises to be a sound and successful strategic investment that significantly advances the First 5 Strategic Plan.

**READY Three-Year Budget**

| | | 13/14 | | 14/15 | | 15/16 | | 13/14-15/16 Total |
|---|---|---|---|---|---|---|---|---|
| | | Salary | Benefits | Salary | Benefits | Salary | Benefits | Salary and Benefits |
| HSD | READY Coordinator | $85,351 | $49,903 | $85,351 | $49,903 | $5,334 | $3,119 | $278,961 |
| DHS | READY Convener | $37,825 | $21,752 | $37,825 | $21,752 | $2,364 | $1,360 | $122,878 |
| RCCS | Early Learning System Specialists | $18,155 | $4,539 | $24,929 | $6,232 | $8,292 | $2,073 | $64,220 |
| 4Cs | Early Learning System Specialists | $122,200 | $24,440 | $174,503 | $34,901 | $44,481 | $8,896 | $409,420 |
| 4Cs | Early Learning System Supervisor | $30,035 | $6,007 | $30,636 | $6,127 | $12,709 | $2,542 | $88,056 |
| CCPC | CCPC Coordinator | $1,468 | $0 | $1,468 | $0 | $367 | $0 | $3,303 |
| CCPC | ECE Program Specialist | $0 | $0 | $4,146 | $0 | $1,036 | $0 | $5,182 |
| | | $295,035 | $106,641 | $358,858 | $118,915 | $74,583 | $17,989 | **$972,021** |
| | | **13/14** | Other Funding | **14/15** | Other Funding | **15/16** | Other Funding | **13/14-15/16 Total** |
| HSD | Computers for ECE Providers | $187,500 | | $0 | | $0 | | $187,500 |
| 4Cs | Computers for Staff | $3,000 | | $0 | | $0 | | $3,000 |
| RCCS | Computers for Staff | $1,000 | | $0 | | $0 | | $1,000 |
| 4Cs | Travel - Mileage Reimbursement | $2,867 | | $3,885 | | $971 | | $7,723 |
| RCCS | Travel - Mileage Reimbursement | $1,110 | | $1,110 | | $278 | | $2,498 |
| 4Cs | Program Supplies and Training Materials | $2,000 | | $2,000 | | $500 | | $4,500 |
| 4Cs | Staff Training | $10,500 | | $3,000 | | $750 | | $14,250 |
| 4Cs | Rent/Telephone/Equipment Usage/IT[1] | $2,625 | $2,625 | $3,500 | $3,500 | $1,750 | $1,750 | $15,750 |
| HSD | System Software and Help Desk | $60,860 | | $60,859 | | $60,859 | | $182,578 |
| HSD | Scholarship to ECE Conference | $0 | | $3,000 | | $3,000 | | $6,000 |
| CCPC | ERS Training | $4,000 | | $0 | | $0 | | $4,000 |
| CCPC | ERS Reliability Checks | $0 | | $600 | | $0 | | $600 |
| CCPC | CLASS Reliability Training | $800 | | $0 | | $0 | | $800 |
| CCPC | G2Q Quarterly Meetings | $800 | | $800 | | $200 | | $1,800 |
| CCPC | CLASS Recertification | $0 | | $320 | | $0 | | $320 |
| CCPC | Gateway to Quality Contracted Assessors | $0 | | $9,000 | | $2,038 | | $11,038 |
| | | **$279,687** | | **$91,574** | | **$72,096** | | **$443,357** |
| | | | Percent Overhead | | Percent Overhead | | Percent Overhead | |
| 4Cs | Admin Overhead | $30,551 | 15.0% | $38,783 | 15.0% | $10,890 | 15.0% | $80,224 |
| RCCS | Admin Overhead | $3,721 | 15.0% | $4,841 | 15.0% | $1,596 | 15.0% | $10,158 |
| CCPC | Admin Overhead | $551 | 7.8% | $1,274 | 7.8% | $291 | 8.0% | $2,117 |
| | | **$34,823** | | **$44,897** | | **$12,777** | | **$92,498** |
| | **Total** | **$716,185** | | **$614,244** | | **$177,446** | | **$1,507,875** |
| | | | | | | | *4C's Match* | *7,875* |
| | | | | | | | | **$1,500,000** |

| | FY13/14 | FY14/15 | FY15/16 | Total Requested |
|---|---|---|---|---|
| HSD | $383,614 | $199,113 | $72,312 | $655,039 |
| DHS | $59,577 | $59,577 | $3,724 | $122,878 |
| 4Cs | $236,850 | $300,835 | $85,238 | $622,922 |
| RCCS | $28,525 | $37,112 | $12,239 | $77,876 |
| CCPC | $7,619 | $17,608 | $3,933 | $29,160 |
| *Match (4Cs)* | *$2,625* | *$3,500* | *$1,750* | *$7,875* |
| | **$716,185** | **$614,244** | **$177,446** | **$1,500,000** |

[1] 4C's had budgeted to match Rent/Telephone/Equipment expenses

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 52**
(This Section for use by Clerk of the Board Only.)

| | |
|---|---|
| **To:** | County of Sonoma Board of Supervisors |
| **Board Agenda Date:** June 25, 2013 | **Vote Requirement:** Majority |
| **Department or Agency Name(s):** | Information Systems Department |
| **Staff Name and Phone Number:** | **Supervisorial District(s):** |
| Sabrina Doss (707) 565-2303 | All |
| **Title:** | Second Amendment to Service Agreement with Simpler Systems for Data Management and Reports Services. |

**Recommended Actions:**

Authorize the Information Systems Department Director to execute a Second Amendment with Simpler Systems to increase the amount of the Agreement by an additional $13,340, for a total not to exceed amount of $37,340, through August 31, 2013.

**Executive Summary:**

On June 21, 2011, the County entered into a Professional Services Agreement with Simpler Systems, Inc. (Simpler) to create an ad-hoc reporting tool utilizing the Human Resources Management System, ePersonality, data. This tool will allow users to easily query both human resource and payroll data, such as position history, employee and wage data, and labor distribution data.

At the time of contract development, it was believed the project would take up to 140 hours in total labor for Simpler Systems to understand the data model, create meaningful consolidated views of the data, install the reporting engine, develop the reporting templates, and test and roll out the application. The proposal was developed before Simpler had reviewed the data in its entirety and before the reporting application existed in any other agency for the Human Resources Management System (HRMS), ePersonality data. Simpler Systems currently provides this service for the Financial Accounting Management Information Systems (FAMIS) data. Additionally, as County staff and Simpler worked together to create the reporting combinations, additional needs were identified. As staff began to work with the test system, enhancements were needed to speed the generation of reports to keep usability high. Given this, the implementation process was more difficult than originally anticipated and took longer to complete. Simpler spent approximately 227 hours finalizing the product. The result of this process is a robust reporting application that will meet the HRMS reporting needs of County staff going forward. This tool will allow staff to perform ad hoc analysis without spending hours developing reports utilizing the reporting tool inherent in the ePersonality application. Training for County staff on the new tool is scheduled for May 23, 2013. Simpler Systems will continue to provide maintenance of the tool

which will be approved as an annual license and support procurement. In addition, the vendor also provides annual support and maintenance to the FAMIS reporting tool.

This project is complete and the final cost of this project is $37,340. The original agreement of $24,000 was authorized by County's Purchasing Agent in accordance with the County's procurement policy. The increased amount of the agreement now exceeds the Purchasing Agent's authority and requires Board approval. The Information Systems Department requests your Board authorize the Information Systems Department Director to execute a Second Amendment with Simpler Systems to increase the amount of the Agreement to an amount not to exceed $37,340.

**Prior Board Actions:**

None.

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

**Fiscal Summary - FY 12-13**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 25,000 | County General Fund | $ | 37,340 |
| Add Appropriations Reqd. | $ | 12,340 | State/Federal | $ | |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **37,340** | **Total Sources** | **$** | **37,340** |

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

This contract is budgeted in the Human Resources Management System implementation funds. There are currently unused project funds that will be allocated to this expenditure.

**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:** |
| Second Amendment to Service Agreement with Simpler Systems for Data Management and Reports Services. |

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 53**
(This Section for use by Clerk of the Board Only.)

| | | | |
|---|---|---|---|
| **To:** | Sonoma County Board of Supervisors | | |
| **Board Agenda Date:** | June 25, 2013 | **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | Information Systems Department | | |
| **Staff Name and Phone Number:** | Trisha Griffus, 565-3745 | **Supervisorial District(s):** | Countywide |
| **Title:** | Agreement with the City of Santa Rosa for Computer Access | | |

**Recommended Actions:**

Authorize the Director of Information Systems Department to execute an Agreement with the City of Santa Rosa for computerized access to public information maintained by the Clerk/Recorder/Assessor's office for the period of July 1, 2013 through June 30, 2016, in the amount of $918.

**Executive Summary:**

The City of Santa Rosa (City) requires access to Recorder data for the purpose of obtaining property information. The Information Systems Department (ISD) provides access to a document index to the Recorder System on the Internet, but because of privacy provisions in the California Public Records Act, the images of actual deeds and maps must be obtained from the County's intranet using Virtual Private Network (VPN) access. The City, at this time, does not require access to the Megabyte Property System using the desktop client used by County employees, which is a separate service provided to certain title companies. Only authorized title company personnel may access County data for primary business needs and will not use information for any other purpose. The express purpose of this Agreement is to promote data sharing between the two government entities, reduce use of energy and green house gas emissions, and realize cost savings associated with more efficient use of staff resources. The term of this Agreement is three years.

The City's agreement for these VPN services expired in September 2012, and the City now desires to continue receiving computerized access to public information maintained by the Clerk/Recorder/Assessor's office. The City will be provided access to the County Recorder's intranet site, the document index, and PDF or TIF versions of the scanned documents (e.g., recorded deeds, maps, etc.) in the Recorder System. The connections include two Virtual Private Network (VPN) user logins and passwords and two Recorder System user logins and passwords. The services will be mutually beneficial for both the City and County.

The contract services amount is currently $12.77 per month for each VPN login. The City may increase or

decrease VPN logins as needed during the course of this Agreement. The monthly amount is based upon ISD's current published rates to provide this information using VPN. Staff recommends approval of the Agreement between the City of Santa Rosa and the County of Sonoma to provide the City with public information maintained by the Clerk/Recorder/Assessor's office for the period of July 1, 2013 through June 30, 2016.

**Prior Board Actions:**

10/27/09: Board of Supervisors approved an Agreement for Computer Services between City of Santa Rosa and County of Sonoma dated October 27, 2009.

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

Approval of this Agreement will provide timely, consistent information for public services provided by the City of Santa Rosa.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 306 | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ 306 |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 306** | **Total Sources** | **$ 306** |

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

There is no financial impact in the current FY. County anticipates approximately $306 revenue in FY13-14 for the services provided in this Agreement.

**Staffing Impacts**

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

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

None.

| **Attachments:** |
| --- |
| None. |
| **Related Items “On File” with the Clerk of the Board:** |
| Agreement Between the City of Santa Rosa and the County of Sonoma. |

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 54**
(This Section for use by Clerk of the Board Only.)

**To:** The Board of Directors of the Northern Sonoma County Air Pollution Control District

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Northern Sonoma County Air Pollution Control District

**Staff Name and Phone Number:**
Barbara Lee, (707) 433-5911

**Supervisorial District(s):**
Northern Sonoma County Air Pollution Control District

**Title:** Lower Emission School Bus Grants, Healdsburg Unified School District and Fort Ross Elementary School District

**Recommended Actions:**

Adopt resolution authorizing the Air Pollution Control Officer of the Northern Sonoma County Air Pollution Control District to:

1) Execute a Funding Agreement for Bus Replacement, between Northern Sonoma County Air Pollution Control District and Healdsburg Unified School District, Project "DMV Moyer 1213-01" , for an amount not to exceed $165,000;

2) Execute a Funding Agreement for Bus Replacement between Northern Sonoma County Air Pollution Control District and Fort Ross Elementary School District, Project "DMV Moyer 1213-02" for an amount not to exceed $165,000; and

3) Amend the funding agreements, in a form approved by County Counsel, provided there is no increase in the grant amounts.

**Executive Summary:**

Staff of the Northern Sonoma County Air Pollution Control District (District) is requesting authorization to allow the Air Pollution Control Officer (APCO) to execute funding agreements for school bus replacement with the Healdsburg Unified School District and the Fort Ross Elementary School District for funding amounts not to exceed $165,000 each. This item also requests authorization for the APCO to amend the agreements, if needed, provided the amendments do not increase the authorized grant amount.

Assembly Bill 923 (Firebaugh, Statutes of 2004) ("AB 923") allows local air districts to collect a surcharge on motor vehicle registration for the purpose of funding specified projects that reduce air pollution, primarily diesel particulate matter, and specifically including school buses. Diesel particulate matter has been identified by the California Air Resources Board (CARB) as a Toxic Air Contaminant, and studies have shown that it causes significant, adverse impacts on children, especially on the development and

function of their lungs. As authorized by AB 923, in December 2004, the District's Board of Directors authorized a surcharge on motor vehicle registration in the amount of $2 per vehicle.

Proposition 1B was approved by voters in 2006 and established the Lower Emission School Bus (LESB) Program to be implemented by CARB in cooperation with local air districts In 2010, the Board authorized the District to administer and implement the LESB Program. The District has since expended all of its allocated Prop 1B funds on eligible school bus projects; however, additional school buses remain that could be replaced with clean technology. CARB guidelines allow for AB 923 funds to fund school bus replacements pursuant to a set of eligibility criteria.

Healdsburg Unified School District (HUSD) and Fort Ross Elementary School District (FRESD) have each submitted an application to the District for reimbursement of the replacement of school buses using AB 923 funds. District staff has determined that one HUSD bus and one FRESD bus are eligible for replacement. CARB LESB Guidelines limit AB 923 funding to $165,000 per bus, and District staff recommend approval of grant funds up to the total cost of each new school bus, or $165,000 per bus, whichever is less.

These bus replacement projects are consistent with Board direction on award of local AB 923 funds within the District, and will prevent exposure of Sonoma County children who ride the bus to harmful emission of diesel exhaust. For these reasons, District staff is requesting approval to award the funding to replace two school buses to HUSD and FRESD.

**Prior Board Actions:**

2/23/2010: Resolution No. 10-0138 authorized the Lower Emission School Bus Program; 12/2004: Board authorized $2 per vehicle surcharge for AB 923 DMV Moyer Program

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

Protecting air quality and public health by implementing programs to mitigate the negative impacts of air pollution.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 194,089 | | $ | |
| Add Appropriations Reqd. | $ | | State/Federal | $ | |
| | $ | | Fees/Other | $ | 194,089 |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **194,089** | **Total Sources** | **$** | **194,089** |

| **Narrative Explanation of Fiscal Impacts (If Required):** | | | |
|---|---|---|---|
| These agreements will bridge FY 12/13 and FY 13/14. $135,911 has been budgeted in FY 13/14 to fund the remaining portion of the agreements. | | | |
| **Staffing Impacts** | | | |
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |
| **Narrative Explanation of Staffing Impacts (If Required):** | | | |
| | | | |
| **Attachments:** | | | |
| Resolution | | | |
| **Related Items "On File" with the Clerk of the Board:** | | | |
| Draft HUSD Agreement; Draft FRESD Agreement | | | |

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Resolution Of The Board Of Directors of the Northern Sonoma County Air Pollution Control District, Authorizing the Air Pollution Control Officer to Award AB 923 Funds to Healdsburg Unified School District and Fort Ross Elementary School District for the Replacement of Two School Buses, in the Amount of Up To $165,000 Per Bus, for a Total Not to Exceed $360,000, from Funds Collected Through the $2 Surcharge on Motor Vehicle Registration.**

**Whereas,** Assembly Bill 923 (Firebaugh, Statutes of 2004) authorizes collection of fees on registered motor vehicles to fund specified emission reduction projects, including replacing and retrofitting older, higher emitting school buses with clean technology; and

**Whereas,** by Resolution No. 04-1156, this Board established the collection and allocation of fees in the amount of $2 per motor vehicle for projects consistent with AB 923; and

**Whereas,** Proposition 1B was approved by voters in 2006 and established the Lower Emission School Bus (LESB) Program to be implemented by the California Air Resources Board (CARB) in cooperation with local air districts; and

**Whereas,** CARB guidelines for the LESB Program allow the Northern Sonoma County Air Pollution Control District to award funds collected pursuant to AB 923 for the replacement of older, higher emitting school buses with clean technology; and

**Whereas,** Healdsburg Unified School District and Fort Ross Elementary School District each have one school bus eligible for a replacement grant under the LESB Program using AB 923 funds; and

**Whereas,** The Board of Directors of the Northern Sonoma County Air Pollution Control District wants to reduce the health risks experienced by children from exposure to diesel exhaust.

**Now, Therefore, Be It Resolved** that the Board of Directors of the Northern Sonoma County Air Pollution Control District hereby finds, declares and determines as follows:

1. All of the above findings are true and correct;

2. The Air Pollution Control Officer or her designee is hereby authorized and directed to develop, execute, fund, audit, and administer a funding agreement to provide up to $165,000 in AB 923 funds to Healdsburg Unified School District for replacement of one bus under the LESB Program, subject to County Counsel approval as to form.

3. The Air Pollution Control Officer of her designee is hereby authorized and directed to develop, execute, fund, audit, and administer a funding agreement to provide up to $165,000 in AB 923 funds to Fort Ross Elementary School District for replacement of one bus under the LESB Program, subject to County Counsel approval as to form.

4. The Air Pollution Control Officer or her designee is hereby authorized to amend the funding agreements, subject to County Counsel approval as to form, so long as there is no increase in the grant amounts.

**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: 55**
(This Section for use by Clerk of the Board Only.)

**To:** Board of Directors of the Northern Sonoma County Air Pollution Control District

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Northern Sonoma County Air Pollution Control District

**Staff Name and Phone Number:**
Barbara Lee, 707-433-5911

**Supervisorial District(s):**
Northern Sonoma County Air Pollution Control District

**Title:** Carl Moyer Year 15 Multi-District Grant Funds for Clean Log Truck Projects.

**Recommended Actions:**

Adopt Resolution authorizing the Air Pollution Control Officer to: (1) file an application with the California Air Resources Board (CARB) for $132,000 in Carl Moyer - Year 15 Multi-District Grant Funds; (2) execute any grant agreements with CARB and other necessary actions to receive allocated funds; and (3) implement and expend the funds through a grant program in accordance with State guidelines, including the execution of grant funding agreements, subject to approval of County Counsel as to form.

**Executive Summary:**

The California Air Resources Board (CARB) is soliciting applications from California Air Pollution Control Districts for Carl Moyer Multi-District grant funds for a specialty grant program, the Carl Moyer Truck Improvement/Modernization Benefitting Emission Reductions (TIMBER) Program. The TIMBER Program focuses specifically on replacing older diesel-powered log trucks with newer, cleaner-burning trucks. The Carl Moyer grant program was established by the California Legislature to reduce the emissions of oxides of nitrogen (NOx) and particulate matter (PM) from diesel engines within the State. In the spring of 2013, CARB created the TIMBER program as a specialty program within the Carl Moyer grant program in order to focus on funding for clean log trucks. The funds are intended to be used for new purchase, re-power, or retrofit of diesel engines that meet the criteria of the program. Under the current funding cycle (Carl Moyer - Year 15 Multi-District), the Northern Sonoma County Air Pollution Control District (District) would receive an allocation of up to $132,000. This allocation is separate from the regular allocation of Year 15 Carl Moyer funds the Board authorized the District to apply for in November of 2012.

Pursuant to the new TIMBER Program, 10% of the Carl Moyer Year 15 Multi-District funds received from the State, or $13,200, are set aside to be applied towards the District's administrative costs to run the program. The remaining $118,800 received by the District from the State would be granted to qualifying clean log truck projects. This is the first year of the TIMBER program, and therefore the first time the

District is applying for these of funds. However, the District has applied for and received $2,305,290 from the Carl Moyer fund over the past 15 funding cycles. The grant funds received from the Carl Moyer program have been used to fund over 50 eligible projects within the Northern Sonoma County Air Pollution Control District. Adding the TIMBER Program as a new funding source will help the District enhance its grant programs to fund clean air projects within its jurisdiction.

In order to be eligible for TIMBER grants, trucks must be registered in the Truck Regulation Upload, Compliance, and Reporting System (TRUCRS) database maintained by CARB. The District will use that database to solicit applications from eligible truck owners. Staff will also work with local timber companies and trade associations to identify other log truck owners and encourage them to register with the state.

The needed appropriations for the program will be requested during first quarter consolidated budget adjustments.

**Prior Board Actions:**

11/20/12: Board authorized the application for and administration of $200,000 of Year 15 Carl Moyer Grant Funds; 1/10/12: Board authorized the application for administration of $200,000 of Year 14 Carl Moyer Grant Funds;

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

Protecting air quality and public health by implementing and developing programs to mitigate the negative impacts of air pollution.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 132,000 | | $ | |
| Add Appropriations Reqd. | $ | | State/Federal | $ | 132,000 |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **132,000** | **Total Sources** | **$** | **132,000** |

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

If approved, these funds and expenditures will be added to the FY 13/14 budget during first quarter adjustments.

| Staffing Impacts | | | |
|---|---|---|---|
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |
| **Narrative Explanation of Staffing Impacts (If Required):** | | | |
| | | | |
| **Attachments:** | | | |
| Resolution | | | |
| **Related Items "On File" with the Clerk of the Board:** | | | |
| Proposed Grant Application and Grant Agreement | | | |

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Resolution Of The Board Of Directors Of The Northern Sonoma County Air Pollution Control District, State Of California, Authorizing The Air Pollution Control Officer To: (1) File An Application With The California Air Resources Board (CARB) For $132,000 In Carl Moyer - Year 15 Multi-District Grant Funds; (2) Execute Any Funding Agreements With CARB And Other Necessary Actions To Receive Allocated Funds; And (3) Implement And Expend The Funds Through A Grant Program In Accordance With State Guidelines, Including The Execution Of Grant Funding Agreements, Subject To Approval Of County Counsel As To Form.**

**Whereas,** the California Air Resources Board (CARB) has the authority to issue Carl Moyer Multi-District grant funds used for implementing specified air pollution control measures through responsible public agencies; and

**Whereas**, the Carl Moyer Truck Improvement/Modernization Benefitting Emission Reductions (TIMBER) Grant Program is a new Carl Moyer Program that is funded by Carl Moyer Multi-District Grant Funds and focuses on providing funding for cleaner log trucks;

**Whereas,** the Northern Sonoma County Air Pollution Control District wishes to demonstrate a clean air commitment by implementing eligible programs and projects as stipulated by the Carl Moyer TIMBER Grant Program; and

**Whereas,** the Northern Sonoma County Air Pollution Control District seeks to reduce emissions from diesel log truck engines through clean air projects during FY 2013-14;

**Now, Therefore, Be It Resolved** that the Board of Directors does the following:

1. Authorizes the Air Pollution Control Officer to file an application with the California Air Resources Board on behalf of the Northern Sonoma County Air Pollution Control District for $132,000 in Carl Moyer Year 15 Funds; and

2. Directs the Air Pollution Control Officer to execute any funding agreements with the California Air Resources Board and other necessary actions to receive allocated funds; and

3. Directs the Air Pollution Control Officer to solicit proposals for emission reduction projects to be funded by the Carl Moyer Multi-District Grant funds, and to take all steps necessary to implement the Carl Moyer TIMBER Program in accordance with the Program Guidelines established by CARB, including the execution of grant funding agreements with qualified applicants subject to approval by County Counsel as to form.

**Directors:**

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: 56**
(This Section for use by Clerk of the Board Only.)

| | |
|---|---|
| **To:** | Board of Supervisors |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | Permit and Resource Management Department |
| **Staff Name and Phone Number:** | Sigrid Swedenborg 707 565-1914 |
| **Supervisorial District(s):** | All Districts |
| **Title:** | Cotton, Shires and Associates Consulting Contract |

**Recommended Actions:**

Authorize the Chair of the Board to execute the second contract amendment with Cotton, Shires and Associates to extend the term for two years to August 31, 2015 and to increase the total amount of the contract from $40,000 to $60,000 for peer review of technical engineering documents such as geotechnical reports and hydrogeologic assessments.

**Executive Summary:**

PRMD retains several contractors each year to peer review at-cost project review applications for traffic, geology and other technical studies. PRMD staff does not have the professional licenses registered by the State of California, such as Traffic Engineers or Professional Geologists to do peer reviews of the required studies. As such, PRMD has several companies under contract to do peer reviews for these studies or reports.

It is necessary to retain several contractors each year to insure that there is a selection to choose from. In the case of this Cotton Shires contract, several large, contentious projects needed extensive review and the work started by Cotton Shires must be finished to keep the projects moving. All peer review services are paid for by the project applicants. The county does not expend funds for these services.

On September 14, 2011 the Purchasing Agent executed a $20,000 contract for peer review of geologic reports with Cotton, Shires and Associates. The Board of Supervisors approved a contract amendment in January 2013 to increase the amount of the contract to $40,000. This second amendment is needed to add another $20,000 to continue services on the assigned projects. Staff recommends continuing the agreement with this contractor due to their knowledge of the ongoing project and past performance on similar projects. Also, the term of the original contract expires August 31, 2013. This amendment extends the term of the contract for two years to August 31, 2015.

**Prior Board Actions:**

On January 15, 2013, the Board approved Amendment No. 1 to the original contract that was signed by the Purchasing Agent.

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

This goal will be met by ensuring that technical documents are adequately done to ensure public safety.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 20,000 | Select an item. | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ 20,000 |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 20,000** | **Total Sources** | **$ 20,000** |

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

No additional costs will be borne by the County. Peer reviews performed by the contractor are paid by the project applicant through At-Cost Planning applications.

**Staffing Impacts**

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

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

Non Applicable

**Attachments:**

None.

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

Four original signed Amendments for Consulting Services and the Original Agreement dated September 14, 2011

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 57**
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
David Koch, 565-2168

**Supervisorial District(s):**
Countywide

**Title:** Juvenile Justice Crime Prevention Act (JJCPA), Youthful Offender Block Grant (YOBG), Juvenile Accountability Block Grant (JABG) funding applications and agreements for FY 2013-2014.

**Recommended Actions:**

(1) Authorize the Chief Probation Officer, on behalf of the County, to submit the Juvenile Justice Crime Prevention Act (JJCPA) Application for Continuation Funding for FY 2013-2014, accept the funds, and sign agreements for the term of July 1, 2013, to June 30, 2014, with Petaluma People Services Center ($37,500), Restorative Resources ($50,000), Seneca Family of Agencies ($18,080), Social Advocates for Youth ($112,500), The Center for Social and Environmental Stewardship ($27,120), and Verity ($38,000) to provide JJCPA services for designated Sonoma County youth.

(2) Authorize the Chief Probation Officer, on behalf of the County, to submit the Youthful Offender Block Grant (YOBG) Funding Application for FY 2013-2014, accept the funds and sign agreements for the term of July 1, 2013 to June 30, 2014, with Community & Family Service Agency ($7,680), Counseling and Psychotherapy Centers ($95,000), Petaluma People Services Center ($9,600 & $14,400), Social Advocates for Youth ($9,600), Sonoma County Adult and Youth Development ($9,600 & $28,800), Sonoma County Office of Education ($15,000), and Verity ($11,520), to provide YOBG Services for designated Sonoma County youth. Additionally, authorize the Chief Probation Officer, on behalf of the County, to extend the existing agreement with The Center for Social and Environmental Stewardship ($394,500) for the nine-month term of October 1, 2013 to June 30, 2014 to provide YOBG services to designated Sonoma County Youth.

(3) Resolution a) Authorizing the Chief Probation Officer, on behalf of the County, to submit the Juvenile Accountability Block Grant FY 2013/2014 Direct Allocation Grants Application to the Board of State and Community Corrections, b) That Sonoma County will provide all matching funds required by the grant ($4,497), and c) That JABG grant funds will not be used to supplant expenditures controlled by Sonoma County. Further, authorize the Chief Probation Officer, on behalf of the County, to accept the JABG grant funds and sign an agreement for the term of July 1, 2013, to June 30, 2014 with Petaluma People Service Center to fund training and certification in the Functional Family Therapy model ($40,470).

**Executive Summary:**

**Background:**

Please see Attachment 2 Program Descriptions and Funding for specifics on grant-funded programs mentioned below.

**JJCPA:** California Legislature passed AB1913, the Schiff-Cardenas Crime Prevention Act in September 2000. Funding was extended in 2001, along with the changing of the program's name to Juvenile Justice Crime Prevention Act (JJCPA). This effort was designed to provide a stable funding source to counties for juvenile programs that have proved effective in reducing crime among at-risk and young offenders. The legislation mandates a local Juvenile Justice Coordination Council (JJCC) to advise the Chief Probation Officer and assist in the creation of a Comprehensive Multi-Agency Juvenile Justice Plan (CMJJP). Every fiscal year since 2001, JJCPA funds have been appropriated and allocated to counties on a population-based formula. Grant funds must not be used to supplant current funding for juvenile justice services, only to continue programs previously funded under JJCPA or new/enhanced program services. The Board of State and Community Corrections administers JJCPA Funds. Probation expects to receive a $1,367,899 allocation for FY 2013-2014. On May 19, 2009, the funding stream of JJCPA was redirected from the State General Fund to Vehicle License Fee (VLF) funding. The nature of the funding mechanism does not establish a set funding level for JJCPA, rather it directs a fixed portion of the VLF revenue to JJCPA programs. Matching funds are not required by the JJCPA program. Since 2000, JJCPA has funded youth diversion and juvenile probation services through a combination of Probation staff and intervention programs contracted through local community-based organizations (CBOs). New state legislation guarantees JJCPA funds.

**Planned Use of JJCPA Funds**: Funds Aggression Replacement Training ®, Functional Family Therapy®, Restorative Family Group Conferencing, and Violence Prevention services. JJCPA additionally funds eight Probation Officers working with gang-involved youth and interfacing closely with schools, and one Administrative Aide coordinating contracted services for juveniles under Probation supervision.

**New this year in JJCPA**: Substance abuse services will be funded on an as-needed basis where barriers prevent services under the state's Medi-Cal program or private health plans. This contingency funding ensures substance abuse services will be available to all probation youth who need them. Previously JJCPA funded substance abuse education services through the Drug Abuse Alternatives Center. Low utilization and the implementation of the Affordable Health Care Act prompted Probation to reexamine how it deploys resources for substance abuse services to more effectively reach underserved youth. Probation plans to develop agreements (none over $24,999) with local treatment organizations to provide substance abuse services on an as-needed basis.

**YOBG:** On August 24, 2007, the California Governor signed SB 81, a major juvenile justice reform package which shifted responsibility for some juvenile offenders from secure facilities operated by the DJJ to county facilities and programs. Counties are now responsible for the custody and care of certain juvenile offenders who can no longer be sent to State institutions. The reform measure provides counties funding to pay for local alternatives to state commitment. Since 2007, the Youth Offender Block Grant (YOBG) has been provided to enhance the capacity of local communities to implement an effective continuum of response to juvenile crime and delinquency. The Probation allocation from YOBG is designed to provide appropriate rehabilitative and supervision services to youthful offenders, particularly for those youth who are no longer eligible to be sent to the Department of Juvenile Justice (DJJ). The Board of State and Community Corrections administers the YOBG fund. Probation expects to receive a $1,001,993 YOBG allocation for FY 2013-2014. The Department of Finance calculates the allocation using the following formula: 50% based upon the county's population of minors from 10 to 17 years of age, and 50% based upon the county's juvenile felony court dispositions according to the most recent data compiled by the Department of Justice. YOBG funding supports intervention services, and probation and institutions staff. New state legislation guarantees YOBG funds.

**Planned Use of YOBG Funds**: Funds the Interactive Journaling ® program, Juvenile Sex Offender Treatment Services, and Circles Across Sonoma/Girls Circle program, the Evening Reporting Center (Vista Academy), a school liaison position with Sonoma County Office of Education, four Juvenile Corrections Counselors in Juvenile Hall (part of a detention unit consisting of eight staff, four of whom are funded with County General Fund) and a Department Analyst supporting Juvenile Probation.

**New this year in YOBG**: All services funded under YOBG last year are planned for continuation. Services in three program areas are due for new Request for Proposal (RFP) processes, but analyst turnover, vacancies and multiple high-priority implementation projects have interfered with conducting RFPs on the usual three-year cycle. Probation requests authority to extend contracts with the community-based organizations (CBOs) to allow time for a well-planned process. Probation requests a one-year extension of Girls Circle and Sex Offender Treatment contracts (totaling $143,000). Probation requests a nine-month extension of the Evening Reporting Center Contract. The current contract is for $526,000; the extended contract amount would be reduced to $412,000 annually to reflect lower utilization, and prorated for nine months of service ($309,000). The additional time will allow for an analysis of programming needs based on criminogenic and stabilizing factors of probation clients, considered with the amount of time available for services under Probation supervision. Current utilization suggests lower levels of service are needed, but this must be balanced by a clearer understanding of what our clients actually need, rather than relying on referral trends alone.

**JABG:** The federal Juvenile Accountability Block Grant (JABG) program came into being in 1998 through the Omnibus Crime Control and Safe Streets Act. The goal of the JABG program is to reduce juvenile offending through accountability-based programs focused on both the offender and the juvenile justice system. The objective is to ensure that states are addressing one or more of the program's seventeen purpose areas and receiving information on best practices from the federal Office of Juvenile Justice and Delinquency Prevention (OJJDP). In implementing the program, OJJDP seeks to reduce juvenile offending through both offender-focused and system-focused activities that promote accountability. In order to receive its annual allocation, the Probation Department must submit the Direct Allocation Grant Application (on-file with the Clerk) and a Board of Supervisors resolution. The JABG Program is administered at the federal level by the Office of Juvenile Justice and Delinquency Prevention, and at the State level by the Board of State and Community Corrections. Probation expects to receive a $40,470 direct allocation for FY 2013-2014. Sonoma is one of twenty-six California counties that received a direct allocation through JABG. Awardees must contribute a cash match of 10% ($4,497) of the total project costs ($44,967). Matching funds may be either state or local dollars. Probation will meet this match requirement using program administration and administrative overhead expenses. JABG funding supports local programming and training designed to increase youth and system accountability.

**Planned Use of JABG Funds**: Funds training and certification in the Functional Family Therapy (FFT) model for Petaluma People Services Center (PPSC). In 2012 Probation conducted a Request for Proposals process for Functional Family Therapy (FFT), an evidence-based program shown to be effective in reducing recidivism by youth on probation and parole. Two organizations were successful in the process, Petaluma People Services Center (PPSC) and Social Advocates for Youth (SAY). However, neither was certified in the FFT model. None of the competing organizations were. Probation contracted with PPSC and SAY for family therapy, and the agreements included language that PPSC and SAY would actively pursue certification in the FFT model during the contract year. SAY successfully competed for a grant to fund their FFT certification, and began the training process in May 2013. PPSC has not been successful in identifying funds for the FFT certification process, which is costly. The cost for the first year is $49,000. Year two costs $18,000.

Because Probation management believes in the importance of implementing the FFT model across the county for the families of youth under the Department's supervision, Probation developed a plan to fund PPSC's FFT certification using a federal Juvenile Accountability Block Grant (JABG). Sonoma County received a direct JABG

allocation of $40,470 for FY 13-14. This use of the funds aligns with the purpose areas of the JABG program, and supports two of the three priority areas identified by the state advisory board overseeing the JABG program in California: #2: evidence based practices; and #3: supporting efforts to develop and strengthen services, programs and policies that promote positive outcomes for youth, their families and communities. Probation plans to renew a contract with PPSC and include in it an agreement to pass funds through PPSC to the California Institute for Mental Health for FFT training and certification. Probation has consulted with County Purchasing, the County Administrator's Office, and the County Auditor-Controller's Office on this plan. PPSC leaders express confidence in their ability to undertake the certification process and expend the funds in the coming fiscal year. SAY leaders express approval of the plan and do not object to the additional assistance given to PPSC by Probation.

**Prior Board Actions:**

**06/26/12:** Authorized submission of JJCPA, YOBG and JABG FY 12-13 grant applications, acceptance of grant funds, and signing service agreements.

**06/21/11, 05/11/10, 06/23/09, 06/17/08, 04/10/07:** Authorized JJCPA FY 11-12, FY 10-11, FY 09-10, FY 08-09, FY 07-08 applications, acceptance of funds and signing service agreements for Juvenile Crime Prevention Services Programs.

**01/25/11, 10/19/10, 08/10/09, 03/18/08:** Authorized YOBG FY 11-12, FY 10-11, FY 09-10 applications, acceptance of funds, and singing agreements for YOBG-funded services.

**09/19/12, 06/21/11, 06/10/10, 06/09/09, 08/05/08, 04/10/07, 06/13/06, 05/10/05:** Authorized JABG FY 11-12, FY 10-11, FY 09-10, FY 08-09, FY 07-08, FY 06-07, FY 05-06 applications, acceptance of funds, and singing agreements for JABG-funded services.

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

Without this action Probation will not provide JJCPA , YOBG or JABG services, as described in this Board item, which may cause youth who would have benefited from those services to advance in the juvenile justice system and may cause an increase in recidivism.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 3,568,852 | County General Fund | $ | 535,187 |
| Add Appropriations Reqd. | $ | | State/Federal | $ | 2,410,362 |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | 623,303 |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **3,568,852** | **Total Sources** | **$** | **3,568,852** |

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

Budgeted Amount: Includes professional services agreements, the cost of probation staff (eight Juvenile Corrections Counselors, eight Probation Officers, one Department Analyst and one Administrative Aide), administrative overhead for grants, and services and supplies.

County General Fund: Includes the cost of four of the eight Juvenile Corrections Counselors ($482,690), sex offender treatment ($48,000), and a cash match for the JABG grant ($4,497).

State/Federal: Includes revenue from JJCPA, YOBG and JABG grant programs.

Use of Fund Balance: Refers to fund balances for JJCPA and YOBG revenues.

For JJCPA and JABG Agreements, the cumulative annual cost of the agreements is $354,790 (the Substance Abuse Services will likely include agreements with several providers). This amount is included in the FY 13-14 County Budget under index 043141. For YOBG agreements, the cumulative annual cost of the agreements is $682,200 (an additional $48,000 for the Sex Offender Treatment contract is designated from general fund dollars). This amount is included in the FY 13-14 County Budget under index 043950.

New state legislation guarantees JJCPA and YOBG funds. JABG funds are planned for a one-time expense to assist PPSC in Functional Family Therapy certification. If JABG funds were eliminated, PPSC would have to pursue other means of paying for certification in the Functional Family Therapy model, or else not become certified to deliver that program.

**Staffing Impacts**

| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
|---|---|---|---|
| None | | | |
| | | | |

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

None

**Attachments:**

Attachment 1 Resolution Approving JABG Grant Application
Attachment 2 Program Descriptions and Funding

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

- Direct allocation applications for JJCPA, YOBG and JABG grants.
- Professional Services Agreements for each organization and service listed above in the program/service table, except Evening Reporting Center which expires September 30, and Education Liaison, which will be done through an MOU with SCOE.

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Chief Probation Officer, On Behalf Of The County, To Submit The Juvenile Accountability Block Grant 2013/2014 Direct Allocation Grants Application To Corrections Standards Authority, To Receive A Grant Award Amount Of $40,470 For Fiscal Year 2013-2014.**

**Whereas,** County of Sonoma Probation Department desires to receive and utilize federal grant funds available through the Juvenile Accountability Block Grant (JABG) Program administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

**Now, Therefore, Be It Resolved** that the County of Sonoma Probation Department is authorized on behalf of the County of Sonoma Board of Supervisors to submit the JABG application and sign the Grant Agreement with the BSCC, including any amendments thereof.

**Be It Further Resolved** that the County of Sonoma agrees to provide all matching funds required for said project, and abide by the statutes and regulations governing the JABG Program as well as the terms and conditions of the Grant Agreement as set forth by the BSCC.

**Be It Further Resolved** that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**Supervisors:**

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

# Program Descriptions and Funding

## 06-25-2013 PRP YOBG-JJCPA-JABG Attachment 2

**Programming - Contract Renewals**

The Sonoma County Probation Department wishes to make or renew contracts funding the programs listed below. Each contract includes new language requiring quality assurance processes outcome measures. Each organization developed its own measures in consultation with the Probation Department. Funding amounts for each program are shown in the table on page B-3.

- Substance Abuse Services Contingency Funds: Services will be funded on an as-needed basis where barriers prevent services under the state's Medi-Cal program or private health plans. Probation will set up agreements with local treatment providers (none over $24,999) for these services paid for through grant funds (JJCPA).
- Aggression Replacement Training ® (ART®): Provides programming in social skills, moral reasoning and anger management. Research has shown that cognitive skills courses have the best results in changing offender behavior; in particular, addressing attitudes, values, social skills, and management of emotions. ART is an evidence-based program (JJCPA).
- Circles Across Sonoma/Girls Circle Program: The Circles Across Sonoma Program provides the Girls Circle counseling group sessions to female juvenile offenders across Sonoma County. The program involves referral of female juvenile offenders from any part of the juvenile justice system— the Juvenile Court, the Truancy Court, the Probation Department, and from diversion resources—and enrolls girls into local group counseling services. Through the competitive bidding process five contractors have been providing services in Petaluma/South County, Rohnert Park, Santa Rosa, Sonoma Valley, West County and North County since July 1, 2010 (YOBG).
- Evening Reporting Center (Vista Academy): Vista Academy is an intensive, community-based, after-school program intended to supervise, assist, and serve juveniles who have been referred by Probation and Court-ordered to attend the program. Vista provides intensive services that are designed to structure a significant amount of a minor's free time over a period of several months and help youth gain skills and connections to support crime-free living. Ideal candidates are male or female, age 14-17, who struggle to maintain successful probation because of poor impulse control/ inadequate consequential thinking and would benefit from the structuring of significant amounts of their free time and intensive behavior change services. Many candidates will be gang-involved youth. Current program capacity is 24 youth.
- Functional Family Therapy (FFT): Provides family intervention including assessments and counseling for minors and their families. The program responds to crisis situations and strengthens family communication, interaction and problem solving skills (JJCPA).
- Functional Family Therapy (FFT) Certification for Petaluma People Services Center: This evidence-based program has a significant research base demonstrating its effectiveness in reducing reoffending for high-risk juveniles on probation. Two organizations, Social Advocates for Youth (SAY) and Petaluma People Services Center, successfully competed in a request for proposals process in 2012 to provide family therapy, and agreed in contracts to actively move toward certification in the FFT model. SAY secured a grant to fund certification in FFT. PPSC has not been able to identify funds for this. Probation management believes the importance of this program for families of high-risk probation youth justifies assisting with certification in the model. Plans include assistance in year two of FFT implementation for both PPSC and SAY (JABG).
- Interactive Journaling ® (IJ®): Utilizes cognitive behavioral interactive journals to guide and mentor youth in their development. Interactive Journals were developed as a way to assist youth in gaining insight about themselves and their behaviors and working to motivate them to take positive actions away from crime and other unhealthy behaviors (YOBG).

- Juvenile Sex Offender Treatment: In Sonoma County, the Probation Department provides specialized case management of its juvenile sexual offenders that involves supervision and monitoring of the sex offender caseload in coordination with court-ordered clinical treatment of the offenders. The Probation Department provides a Containment Model approach in the supervision and case management of approximately 20 juvenile sex offenders per year, which includes the provision of validated assessment, and individual, group, and family treatment of these offenders. Through the competitive bidding process, CPCI has been providing these services to designated Sonoma County Probation youth since January 1, 2010. CPCI provides group counseling and monthly parent groups in Santa Rosa and weekly individual treatment, including one-on-one and monthly family treatment sessions in local office sites accessible to each client and their families. The YOBG funding will be combined with $48,000 from the general fund to provide these services.
- Restorative Family Group Conferencing: Engages offenders, victims and their families, law enforcement and community groups in a restorative justice process focused on repairing harm and restoring the youth's connection to community (JJCPA).
- Violence Prevention: Provides group workshops and individual counseling sessions to juvenile offenders for the purpose of sexual assault prevention, and promotion of healthy relationships (JJCPA).

In addition to the above mentioned programs, other YOBG services funded in this year's plan include an educational liaison services through a Memorandum of Understanding (MOU) with the Sonoma County Office of Education, four Juvenile Correctional Counselors in the Juvenile Hall, and a 1.0 FTE Department Analyst to oversee these programs, including completion of required grant reports and the collaborative development of annual professional services contracts. JJCPA services include funding eight (8) additional Deputy Probation Officers who provide prevention, intervention and suppression services throughout the County, and an Administrative Aide to assist with the coordination of contracted services.

# Program Descriptions and Funding

## 06-25-2013 PRP YOBG-JJCPA-JABG Attachment 2

### Program/Service Table

The chart below describes the recommended organizations and amount of funding for each specific program:

| Organization | Program/Service | Amount | Funding Source |
|---|---|---|---|
| Community & Family Service Agency | Girls Circle Program | $ 7,680 | YOBG |
| Counseling and Psychotherapy Center, Inc. | Juvenile Sex Offender Treatment | $ 98,000 | YOBG $50,000<br>GF $48,000 |
| Multiple, To Be Determined | Substance Abuse Services | $ 31,120 | JJCPA |
| Petaluma People Services Center | Girls Circle Program | $ 9,600 | YOBG |
| | Functional Family Therapy | $ 104,040 | JJCPA |
| | Interactive Journaling | $ 14,400 | YOBG |
| | Functional Family Therapy Certification (included in FFT contract above) | $ 40,470 | JABG |
| Restorative Resources | Restorative Conferencing | $ 75,000 | JJCPA |
| Seneca Family of Agencies | Aggression Replacement Training | $ 18,080 | JJCPA |
| Social Advocates for Youth | Girls Circle Program | $ 9,600 | YOBG |
| | Functional Family Therapy | $ 112,500 | JJCPA |
| Sonoma County Adult and Youth Development | Girls Circle Program | $ 9,600 | YOBG |
| | Interactive Journaling | $ 28,800 | YOBG |
| Sonoma County Office of Education | Educational Liaison Services* | $ 15,000 | YOBG |
| The Center for Social and Environmental Stewardship | Aggression Replacement Training | $ 27,120 | JJCPA |
| | Evening Reporting Center (Vista Academy (includes 3 mos. on existing contract($131,000) plus a nine-month extension ($309,000) – note: extension reflects a lower contract amount this year based on service need; last year's 12-month contract amount was $526,000). | $ 440,500 | YOBG |
| Verity | Violence Prevention Services | $ 38,000 | JJCPA |
| | Girls Circle Program | $ 11,520 | YOBG |
| **Subtotals:**<br>County General Fund<br>JABG<br>JJCPA<br>YOBG | | <br>$ 48,000<br>$ 40,470<br>$ 405,860<br>$ 596,700 | |
| **Contracts Total** | | **$ 1,091,030** | |

*Educational Liaison Services will be funded through a Memorandum of Understanding between Probation and SCOE.

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 58**
(This Section for use by Clerk of the Board Only.)

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

| **Board Agenda Date:** | June 25, 2013 | **Vote Requirement:** | Majority |
|---|---|---|---|

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

| **Staff Name and Phone Number:** | **Supervisorial District(s):** |
|---|---|
| Carl Vanden Heuvel, 565-2145 | Countywide |

**Title:** Agreement for Placement of Out-of-County Youth in Juvenile Facilities

**Recommended Actions:**

Adopt a Resolution Authorizing the Chief Probation Officer to execute agreements with other counties for the placement of out-of-county wards at the Sonoma County Probation Department Juvenile Hall and/or Probation Camp, for the period of July 1, 2013 to June 30, 2016, assuring priority for detention at both facilities for Sonoma County youth.

**Executive Summary:**

The Sonoma County Probation Department requests the Board to approve the proposed form of agreement with other counties to enable the placement of out-of-county youth in the Sonoma County Juvenile Hall and/or Probation Camp. The form of agreement, on file with the clerk, sets forth certain criteria and requirements for the placement of out-of-county youth, and continues to require that priority for placement be given to Sonoma County youth. The Probation Department further requests the Board to delegate authority to the Chief Probation Officer to sign agreements with other counties for placement of out-of-county youth in Sonoma County juvenile facilities, by using the proposed form agreement and without the necessity of obtaining further Board approval until July 1, 2016.

The Sonoma County Probation Department operates the Juvenile Hall for the detention of juveniles under the jurisdiction of the Juvenile Court and the Probation Camp for the residential treatment of minors designated as wards of the Court. Youth are detained in Juvenile Hall pending their Juvenile Court Hearings, while they are serving court ordered terms of commitment, or awaiting out-of-home placement in a foster/group home, camp or other institution. To determine whether a particular youth is suitable for placement at the Probation Camp, staff screen youth according to a set of criteria developed to assess the youth's particular needs and issues, and whether the program can accommodate them.

Periodically, the Sonoma County Probation Department has received requests from other California Probation Departments to assist in allowing out-of-county youth to be detained in the Sonoma County Juvenile Hall and/or at the Probation Camp. Circumstances for such requests vary but typically include

emergency placement based on the need to protect the youth from others in the local jurisdiction, and/or a need for a detention bed when the County does not have a juvenile detention facility or juvenile residential treatment facility. While the Department has historically obtained Board authorization for placement of youth in its camp facility for many years, the Board approved the first contract authorizing the Chief to execute an Agreement for the detention of an out-of-county youth at the Juvenile Hall in February 2013. While this was a specific time-sensitive request for an agreement with the Tuolumne County Probation Department, the Department articulated that it would be submitting a separate board item in June 2013 to authorize a broader scope of authority for the Department to contract with other counties who need assistance with the detention of specific out-of-county youth at both the Juvenile Hall and/or Probation Camp facilities.

The Sonoma County Probation Department reserves the right to screen all cases to determine whether a particular youth is suitable for placement in the Juvenile Hall and/or the Probation Camp. Priority for detention at both facilities has always been given to Sonoma County youth. However, from time to time, there have been vacancies in these programs that the County has filled with out-of-county youth. As in the past, the Probation Department will continue to closely monitor population trends and program vacancy rates and limit the number of out-of-county placements to assure that no Sonoma County youth is denied access to services at the Juvenile Hall and/or Probation Camp. The Probation Department will track out-of-county bed day usage.

The rates charged for out-of-county detention are adjusted annually for placement in the Juvenile Hall and Probation Camp programs. The current rates are $115 per day for youth who receive detention services, and $46 per day for youth receiving aftercare services provided by the Probation Camp following program completion. A comparison between Probation's current rates for these services and other Departments throughout California was also completed. Sonoma County Probation Department's rates are in line with the majority of other counties. A cost of care analysis was also performed to assure that the recommended rates do not exceed the actual costs to provide the associated services. The rates proposed cover variable costs associated with the basic care of out-of-county youth placed at the Juvenile Hall, such as food, clothing, etc. The rates do not include fixed costs, such as staff salaries and overhead, because these costs will be incurred by the Department regardless of the additional placement.

Placement in an out-of-county juvenile detention facility is authorized by law for up to 60 days with a written order of the Court from the sending County and an agreement for reimbursement between the two counties, in accordance with Welfare and Institutions Code, Section 872. The 60 day limitation does not apply to juvenile residential treatment facilities, therefore out-of-county youth may remain at the Probation Camp until program completion. Placement of out-of-county youth in Sonoma County detention and residential treatment facilities benefits Sonoma County. It enables Sonoma County to maintain a stable resident population while allowing operation of juvenile facilities and generating additional revenue. At the same time, the out-of-county youth and the county of origin benefit by being able to place the youth at a facility that will address the special needs of the case circumstances.

**Prior Board Actions:**

**02/05/2013 –** Authorized Chief Probation Officer to execute an agreement with the County of Tuolumne for the detention of out-of-county youth at the Sonoma County Juvenile Hall;
**06/19/2007** - Authorized Chief Probation Officer to sign agreements with other counties for the

placement of out-of-county wards at Sierra Youth Center and/or Probation Camp.

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

Allowing placement of out-of-county youth in Sonoma County detention and residential treatment facilities benefits Sonoma County by creating cost efficiencies for the juvenile facility operations by allowing the Department to collect additional revenue. At the same time, the out-of-county youth, the county of origin, and the broader juvenile system benefit by being able to place the youth at a facility that will address the special needs of the youth.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

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

Anticipated revenue for the placement of out-of-county youth is not included in the FY 13-14 budget.

**Staffing Impacts**

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

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

None

**Attachments:**

Resolution.

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

Agreement for Placement of Out-of-County Youth in Juvenile Facilities

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing the Chief Probation Officer to execute agreements with other counties for the placement of out-of-county wards at the Sonoma County Probation Department Juvenile Hall and/or Probation Camp, for the period of July 1, 2013 to June 30, 2016, assuring priority for detention at both facilities for Sonoma County youth.**

**Whereas,** the Sonoma County Probation Department operates the Juvenile Hall and the Probation Camp for the detention of youth and the residential treatment of youth under the jurisdiction of the Juvenile Court; and

**Whereas,** these facilities may have available vacancies that are not filled by Sonoma County youth; and

**Whereas,** other counties, from time to time, are in need to contract with another County to provide for the detention or residential treatment of youth under the jurisdiction of their County's Juvenile Court.

**Now, Therefore, Be It Resolved** by the Board of Supervisors of Sonoma County that the Chief Probation Officer of Sonoma County is hereby authorized to enter into the proposed form of agreement (on file with the clerk) with other counties for the placement of out-of-county youth into the Sonoma County Juvenile Hall and/or Probation Camp. Such authority to execute and enter into these agreements on behalf of the County is granted to the Chief Probation Officer from July 1, 2013 through June 30, 2016.

**Be It Further Resolved** that the Chief Probation Officer may revise the proposed form of agreement for the placement of out-of-county youth into Sonoma County Juvenile Hall and/or Probation Camp, or any such individual agreement with a particular county, without obtaining Board approval, only if such revisions do not materially change the terms of the form of agreement and are approved by County Counsel.

**Supervisors:**

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 59**
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Steve Ehret 565-1107

**Supervisorial District(s):**
County Wide

**Title:** Sonoma County Integrated Parks Plan Consultant Services

**Recommended Actions:**

Authorize the Regional Parks Director to enter into a Professional Services Agreement with Moore Iacofano Goltsman, Inc. to develop the Sonoma County Integrated Parks Plan for the period of June 25, 2013 through December 31, 2014, in an amount not to exceed $225,000.

**Executive Summary:**

Recommendation

The Regional Parks Director recommends the Board authorize the Director to enter into a Professional Services Agreement with Moore Iacofano Goltsman, Inc. (MIG) to develop the Integrated Parks Plan for the period of June 25, 2013 through December 31, 2014 in an amount not to exceed $225,000.

In October 2012, the Board of Supervisors received a report on Regional Parks' progress implementing recommendations of a Board-approved Management Review. Following the presentation, the Board directed Regional Parks to develop the Sonoma County Integrated Parks Plan (SCIPP) in order to create a strategic, long-term vision for outdoor recreation in Sonoma County.

The SCIPP will present a countywide park vision understandable to the public and decision makers based upon existing public lands and planned public recreational facilities, community input, and pertinent plans and initiatives. Base data and policies will be developed to support a holistic understanding and diverse approach towards integrating publicly accessible lands with the local community and economy in a manner consistent with the values of environmental stewardship and public service. Current and projected recreation needs will be assessed and the existing and planned facilities consistent with the County General Plan will be evaluated and clarified.

Focusing the vision for all parklands, open space fee lands and other critical recreation resources will guide Regional Parks' future efforts toward economic sustainability. This plan will support department

fiscal responsibility by prioritizing park projects and, drive countywide economic growth, enhancing the mental and physical health of county residents and visitors, and improving natural resource protection throughout parklands.

The Integrated Parks Plan will come before the Parks and Recreation Advisory Commission and the Board of Supervisors for approval. In addition, the Permit and Resource Management Department will review the draft Integrated Parks Plan for consistency with the General Plan 2020 and may determine additional review and approval processes are necessary before plan adoption.

Request for Statement of Qualifications Process and Cost

Regional Parks posted a request for Statement of Qualifications (S.O.Q.) on the county's website and notified hundreds of consultants and individuals of the S.O.Q. availability. Three consultant teams submitted proposals ranging in cost from $181,772 to $357,390. A committee comprised of representatives from Regional Parks and the County Administrative Office interviewed the three teams. Moore Iacofano Goltsman, Inc. is recommended based on its countywide park planning experience, integrated economic approach, familiarity with other Sonoma County departments and local stakeholders, and public outreach approach.

The scope of the agreement includes: community and stakeholder outreach and participation, recreation inventory and analysis, qualitative and quantitative needs assessment, economic opportunity analysis, project and program recommendations, and draft and final reports. The scope of the agreement includes Earth Economics as a sub-consultant for analysis of funding mechanism options for ecosystem services in the parklands. Earth Economics is also the lead consultant on a project evaluating the value of ecosystem services through an agreement with the Sonoma County Agricultural Preservation and Open Space District. This team approach will facilitate a strong connection between the Integrated Parks Plan and the District's ecosystem services plan.

On October 16, 2012 as a part of the Consolidated Budget Adjustments the Board appropriated $250,000 from General Fund contingencies to complete analysis, planning, and preparation of the Sonoma County Integrated Parks Plan. Of this amount, $225,000 will be applied towards this service agreement.

**Prior Board Actions:**

October 16, 2012 Board appropriated funding for SCIPP in the Consolidated Budget Adjustments, October 2, 2012 Board received Management Review Progress Report, December 7, 2010 Board received report on the Management Review and directed staff to proceed with a "sustainability management" approach.

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

The approval of Integrated Parks Plan Consultant Services contract will allow the process of opening the park for public use to move forward. This project is consistent with Goal 2 because it will invest in local jobs, protect open space, preserve agricultural resources and maintain link to County's heritage, promote health and recreation, and support biodiversity.

| Fiscal Summary - FY 12-13 | | | | | |
|---|---|---|---|---|---|
| **Expenditures** | | | **Funding Source(s)** | | |
| Budgeted Amount | $ | 225,000.00 | County General Fund | $ | 225,000.00 |
| Add Appropriations Reqd. | $ | | State/Federal | $ | |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **225,000.00** | **Total Sources** | **$** | **225,000.00** |

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

**Staffing Impacts**

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

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

None.

**Attachments:**

None.

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

Consultant Services Agreement with M.I.G. (5)

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 60**
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

| | |
|---|---|
| **Board Agenda Date:** June 25, 2013 | **Vote Requirement:** Majority |
| **Department or Agency Name(s):** Regional Parks | |
| **Staff Name and Phone Number:** | **Supervisorial District(s):** |
| Bert Whitaker (707) 565-2041 | First |

**Title:** Annadel Matching Fund Agreement

**Recommended Actions:**

Authorize the Director of Regional Parks to enter into a Partnership Financial Contribution Matching Fund Agreement (Matching Fund Agreement) with the State of California to allow the California Department of Parks and Recreation to improve funding for services operating and maintaining Annadel State Park in FY13-14.

**Executive Summary:**

In May 2011 the California Department of Parks and Recreation (State Parks) announced a plan to close 70 state parks on July 1, 2012 due to budget cuts. Five Sonoma County parks were included in the closure list including Annadel State Park. In January of 2012 the Sonoma County Board of Supervisors authorized the Director of Regional Parks to negotiate an Operating Agreement with State Parks to temporarily transfer management of Annadel State Park to the County. This one year Operating Agreement was signed and approved by the Board of Supervisors in June 2012 and management of Annadel was transferred to Regional Parks on July 1, 2012.The Operating Agreement with State Parks included the services of one full-time State Parks Peace Officer Park Ranger and a one-time contribution of $50,000 to for operations and maintenance expenses.

In September 2012 the State Assembly passed AB 1478, which appropriated $20.5 million of unreported funds in the State Parks and Recreation Fund. The AB 1478 funding is one time funding intended to bridge funding gaps and support partner organizations who assisted State Parks in preventing park closures. Through AB 1478, Public Resources Code 541.5 was added specifying that State Parks shall not close, or propose to close a State Park in the 2012-13 or 2013-14 fiscal years and that ten million dollars shall be available to provide for matching funds. Public Resource Code 541.5 also prioritizes Parks that remain at risk of closure and states priority may be given to parks subject to a donor or operating agreement or other contractual arrangement with State Parks.

Regional Parks has been working closely with State Parks to implement the AB 1478 Match program for Annadel State Park. The AB1478 Match Procedural Guide offers 3 examples for calculating a match to fund specific parks.

1) State Parks will match expenses dollar for dollar by providing State services or addressing necessary deferred maintenance needs to keep the park open.
2) State Parks will match fees collected at the park dollar for dollar to address necessary deferred maintenance needs to keep the park open.
3) State Parks will match based on State Parks estimated operating costs to operate the park and provide State services to operate the park.

Using option 3, the proposed Matching Fund Agreement establishes that the County of Sonoma has demonstrated a match equivalent to the Park Operating Cost threshold of $570,940 minus $16,000 in revenues for a net of $554,940. Additionally, the Regional Parks Foundation will continue to fund approximately $40,000 in fiscal year 2013-14 to support the Sonoma Youth Ecology Corp maintenance and stewardship projects, Valley of the Moon Natural History Association Mounted Assistance Unit patrols, and monthly workdays provided by the Sonoma County Trails Council during fiscal year 2013-14. These financial contributions will be eligible to include as part of the Match and increase the overall funding available to State Parks in fiscal year 2013-14 to total $594,940.

The Matching Fund Agreement requires that Annadel State Park will be open to the public daily and provides adequate funding to State Parks to operate and maintain the park. The Regional Parks Membership will also be honored for parking through June 30, 2014.

The Director of Regional Parks seeks authorization from the Board of Supervisors to sign a Donor Agreement with State Parks and to transfer management of Annadel State Park back to State Parks on July 1, 2013.

**Prior Board Actions:**

June 2012 Board of Supervisors executed an Operating Agreement with State Parks to operate and manage Annadel State Park for one year; January 2012 Board of Supervisors authorized the Director of Regional Parks to negotiate an agreement with State Parks to operate Annadel State Park for one year; July 2011 Board of Supervisors authorized the Director of Regional Parks to execute a three-year Agreement with State Parks regarding increased coordination and efficiencies.

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

The Donor Agreement provides State Parks adequate financial resources to maintain and operate an important public asset that is heavily used by Sonoma County residents for recreation. Annadel State Park is a large are of open space with significant watersheds that support local biodiversity. It also is a tourist attraction that contributes to the economic vitality of the County.

| Fiscal Summary - FY 12-13 | | | |
|---|---|---|---|
| **Expenditures** | | **Funding Source(s)** | |
| Budgeted Amount | $ | County General Fund | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

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

There is no fiscal impact associated with the Recommended Action. The FY 13-14 budget assumed the state taking responsibility of Annadel. Parks Foundation Funds of $40,000 noted above were designated specifically for Annadel by donors, and could not be redirected to other Regional Park projects.

**Staffing Impacts**

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

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

**Attachments:**

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

06-25-13_Annadel-AB 1478 Match.docx

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 61**
(This Section for use by Clerk of the Board Only.)

| | |
|---|---|
| **To:** | Board of Supervisors of Sonoma County |
| **Board Agenda Date:** June 25, 2013 | **Vote Requirement:** Majority |
| **Department or Agency Name(s):** | Sheriff's Office |
| **Staff Name and Phone Number:** | **Supervisorial District(s):** |
| Jody Like, 565-1119 | All Supervisorial Districts |
| **Title:** | Domestic Cannabis Eradication Suppression Program Letter of Agreement |

**Recommended Actions:**

Ratify the Sheriff's execution of the 2013 Letter of Agreement with the Domestic Cannabis Eradication / Suppression Program (DCE/SP) to receive $100,000 to be used for marijuana suppression and eradication activities.

**Executive Summary:**

The Sheriff's Office is requesting the Board to ratify the Sheriff's execution of the Domestic Cannabis Eradication / Suppression Program (DCE/SP) Letter of Agreement for the period of January 1, 2013 to December 31, 2013. DCE/SP will provide $100,000 to fund marijuana suppression and eradication activities that are performed by the Sonoma County Sheriff's Office. Although the grant period began January 1, 2013, delays in grant administration at the Drug Enforcement Administration (DEA) resulted in the Letter of Agreement being received by the Sheriff's Office on May 6, 2013. The funds received by the Sheriff's Office will be fully expended during the grant period as peak marijuana eradication season is late Summer/early Fall which coincides with the grant period.

Since 1995, the Sheriff's Office has received grants from the Domestic Cannabis Eradication / Suppression Program (DCE/SP) to support the Sheriff's marijuana suppression efforts. Grant funds are currently administered by the Drug Enforcement Administration (DEA) and are designated to specifically cover seasonal marijuana eradication efforts. Our award receipts for the years 2008 – 2012 have been: $75,000; $85,000; $108,000; $110,000, and $100,000. Funding increases are a result of both available program funding and the Sheriff's eradication successes from the prior year's harvest season. The Sheriff's Narcotics Task Force (SNTF) eradicated over 161,000 plants during the 2009 harvest season, 311,000 plants during the 2010 harvest season, and 96,925 plants during 2011. (Plant counts are based on calendar year.) The decrease in the 2011 harvest is assumed to be attributable to abnormal rain levels in California for 2011. This trend was observed throughout the State. In 2012, 45,592 plants were eradicated. Lower 2012 eradication numbers were anticipated and are due to the shift towards smaller, indoor growing operations versus large, remote open spaces. These numerous, small-scale

operations are more difficult and time consuming to eradicate because they require more pre-investigative work, including search warrants, research into claims of growing under the provisions of medical marijuana, and subsequent court appearances. Funding provided by DCE/SP provides additional resources to disrupt small "residential" grows in addition to eradication of large scale outdoor grows.

The Sheriff's Office has been notified that $100,000 is available to the Sheriff's Narcotics Task Force at this time (calendar year 2013). The grant will fund deputy overtime, expendable and non-expendable equipment, aircraft rental, and training/travel costs, which have been approved by the DEA. In past years, the Sheriff used these funds to send deputy detectives to seminars hosted by the Campaign Against Marijuana Program (CAMP) and will continue to do so during this next funding cycle. In addition, the Sheriff will send detectives to DCE/SP conferences that may occur. The Sheriff's Office uses a team approach to coordinate its marijuana suppression efforts. The DCE/SP is only one part of a larger narcotics program.

**Prior Board Actions:**

Board approval of agreements for the Domestic Cannabis Eradication/Suppression Program for the past 16 fiscal years (FY 96-97 through FY 12-13).

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

This agreement for Domestic Cannabis Eradication/Suppression Program will promote a safer community by providing funds that enable the Sheriff's Narcotic Task Force (SNTF) to continue disruption of illegal narcotics activity in Sonoma County.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 108,650 | County General Fund | $ | 8,650 |
| Add Appropriations Reqd. | $ | | State/Federal | $ | 100,000 |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **108,650** | **Total Sources** | **$** | **108,650** |

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

No matching funds are required for DCE/SP participation; however, effective 2012, funds cannot be used to offset the cost of benefits (FICA and workers' compensation) associated with overtime costs. This means the Sheriff's Office will fund a maximum amount of $8,650 to participate in 2013 DCE/SP. The Sheriff feels that this expense is more than offset by the benefit of being able to implement $100,000 worth of eradication activities that would not occur without the DCESP program. Revenues and expenditures for 2013 DCE/SP are included in the Sheriff's Office FY 13-14 recommended budget in the amount of $100,000. DCE/SP program cost for FY 12-13 was $109,700 with $100,000 funding received.

| Staffing Impacts | | | |
|---|---|---|---|
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| None | | | |
| | | | |
| **Narrative Explanation of Staffing Impacts (If Required):** | | | |
| N/A | | | |
| **Attachments:** | | | |
| None | | | |
| **Related Items "On File" with the Clerk of the Board:** | | | |
| 2013 Domestic Cannabis Eradication Suppression Program Letter of Agreement | | | |

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 62**
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sheriff's Office

**Staff Name and Phone Number:**
Connie Newton, 565-8884, Captain Naiman 565-1604

**Supervisorial District(s):**
ALL

**Title:** Agreement for Mental Health Services for Inmates

**Recommended Actions:**

Authorize the Chair to execute an agreement with the County of Santa Clara to provide acute inpatient mental health services for Sonoma County inmates for the period of July 1, 2013 through June 30, 2015, for an amount not to exceed $500,000.

**Executive Summary:**

This item requests that the Board Authorize the Chair to execute an agreement with the County of Santa Clara to provide acute inpatient mental health services for inmates as Sonoma County does not have facilities that can provide the appropriate accommodations for these inmates.

The County of Sonoma provides mental health care and programs for inmates within its detention facilities. However, the current mental health program is unable to provide certain types of rarely needed services involving inmates with extreme states of psychiatric crisis, extremely ill, or gravely ill inmates. This creates an occasional need for inpatient mental health treatment in an adequately secured hospital setting. These services are not currently available within the County. Prior to 2007, these extreme cases were treated at the Norton Center (formally known as Oakcrest) until that inpatient hospital closed. After the Norton Center closure, inmates requiring these special services were transported under emergency conditions to various hospitals for inpatient treatment (at great expense to the County) because the County lacked access to an appropriate inpatient hospital. This resulted in a need for the County to find an outside provider for these services.

In 2010, the County entered into a three year Agreement with the County of Santa Clara for inmate psychiatric inpatient services. The current Agreement expires June 30, 2013 and both parties wish to renew the services for another three year term. This Agreement is only necessary during rare, critical psychiatric events that cannot be handled within the County. The County of Santa Clara Department of Corrections is the nearest facility that is completely licensed, equipped, and staffed to provide the

required psychiatric, psychological, and counseling services; physician and nursing services; ancillary services such as medications and laboratory tests; and routine medical and dental services during these acute inmate mental illness events. The Agreement outlines the specific criterion that qualifies an inmate for admission to the Santa Clara facility. While these events are extremely rare, the Sheriff must have a plan in place to care for these inmates. Two instances of acute inmate psychiatric events requiring emergency mental health care outside of the Sonoma County detention facilities have occurred since June 2008.

Funding for this Agreement is included in the Sheriff's annual budget. The fiscal year 13-14 inpatient mental health services budget assumes $55,315 will be sufficient to cover any services provided under this Agreement. This amount is based on the 2008 event as there is no other way to predict the frequency or duration of these events. The Agreement has a not to exceed amount of $500,000 during the three year period to provide for any necessary coverage that may potentially be needed. Sheriff staff work closely with Santa Clara staff to ensure all cost control measures are implemented where possible during each event that occurs under this Agreement. If the acute psychiatric inpatient services provided under this Agreement exceed the Sheriff's budgeted amount during any given year, the Sheriff's Office will consult the County Administrator and address it at that time.

**Prior Board Actions:**

June 2003 - the Board approved a settlement for inmate psychiatric inpatient treatment and payment with Sutter Medical Center. June 2010- the Board approved a three year Agreement for Acute Inpatient Mental Health Services for Inmates with County of Santa Clara.

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

This Agreement directly achieves a safe, healthy, and caring community by providing critical inmate mental health services mandated by State and Federal law.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 55,315 | County General Fund | $ 55,315 |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 55,315** | **Total Sources** | **$ 55,315** |

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

The Agreement has a not to exceed amount of $500,000 during the three year period to provide for any necessary coverage that may potentially be needed. If the acute psychiatric inpatient services provided under this Agreement exceed the Sheriff's budgeted amount during any given year, the Sheriff's Office will consult the County Administrator and address it at that time.

| Staffing Impacts | | | |
|---|---|---|---|
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |
| **Narrative Explanation of Staffing Impacts (If Required):** | | | |
| | | | |
| **Attachments:** | | | |
| | | | |
| **Related Items "On File" with the Clerk of the Board:** | | | |
| Agreement with the County of Santa Clara for Acute Inpatient Mental Health Services for Inmates | | | |

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 63**
(This Section for use by Clerk of the Board Only.)

| | |
|---|---|
| **To:** | Board of Supervisors of Sonoma County |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | Sheriff's Office |
| **Staff Name and Phone Number:** | Analyst Jody Like, 565-1119 |
| **Supervisorial District(s):** | All Supervisorial Districts |
| **Title:** | Amendment No. 1 to Agreement for Polygraph Examination Services |

**Recommended Actions:**

Authorize the Sheriff to execute Amendment No. 1 to Agreement for Polygraph Examination Services with B. Lawrence & Associates to increase the contract value to $85,000 for the term of the Agreement from March 1, 2013 to February 28, 2015.

**Executive Summary:**

The purpose of this item is to request that your Board authorize the Sheriff to execute an amendment to a current Agreement with B. Lawrence & Associates for Polygraph Examination Services increasing the contract value to $85,000.

Due to significant changes in pension legislation and uncertainty surrounding employee labor negotiations throughout the fiscal year, the Sheriff's Office has experienced an unprecedented number of retirements both among sworn staff and civilian employees. Since the beginning of the fiscal year, 51 permanent staff members have separated from the Sheriff's Office. In response to this level of attrition, the Personnel Unit intensified its efforts to hire replacements for the vacated positions beginning in October 2012. Background investigations, including polygraph examinations, are performed for all candidates seeking employment with the Sheriff's Office. The intensive hiring effort has had a significant impact on the total number of polygraph examinations conducted. In FY 11-12, 63 examinations were conducted; during the first 11 months of FY 12-13, 167 have been conducted, which represents a 165% increase due to the intense hiring effort.

Two providers currently provide polygraph examination services to the Sheriff's Office. Due to availability, B. Lawrence & Associates is utilized more often than the other service provider. Given the volume of polygraph examinations required and the urgency of filling the growing number of vacancies, service provision costs are expected to exceed the current $24,999 contract value allowed under the County's standard professional services agreement, therefore an amendment to the current Agreement is needed. The existing Agreement with B. Lawrence & Associates was executed by the County

Purchasing Agent for a three year term expiring on February 28, 2015 and has a not to exceed limit of $24,999. During the intensive hiring effort in FY 12-13, polygraph expenditures are averaging approximately $2,500 per month. Monthly expenditures are expected to be similar at a minimum during the first eight months of FY 13-14, but are projected to decrease to approximately $1,500 per month for the rest of the term of the agreement. Therefore, the Sheriff's Office is requesting the not to exceed limit be increased to a total of $85,000 for the three year term. If the contract value is not increased, the Personnel Unit will be unable to keep pace with attrition, overtime costs will increase to cover unfilled positions, and the ability for the Sheriff's Office to achieve its mission will be compromised. Polygraph services are budgeted in the Sheriff's Administration budget.

**Prior Board Actions:**

None

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

Increasing the value of the current polygraph services contract will help ensure that vacant positions will be filled in a timely fashion so that the Sheriff's Office can maintain baseline law enforcement, detention, and support services to County residents.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 36,428 | County General Fund | $ | 10,850 |
| Add Appropriations Reqd. | $ | | State/Federal | $ | |
| | $ | | Fees/Other | $ | 25,578 |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **36,428** | **Total Sources** | **$** | **36,428** |

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

In FY 12-13, $36,428 was budgeted for polygraph examinations; $27,815 has been expended to date. In FY 13-14, $28,500 is requested. Expenditures in excess of the baseline request are partially offset by one-time Graton Casino mitigation funds to support the hiring of the four deputy allocations added in FY 12-13.

**Staffing Impacts**

| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
|---|---|---|---|
| None | | | |
| | | | |

| **Narrative Explanation of Staffing Impacts (If Required):** |
| --- |
| |
| **Attachments:** |
| |
| **Related Items "On File" with the Clerk of the Board:** |
| B. Lawrence and Associates Agreement for Polygraph Examination Services |

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 64**
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sheriff's Office

**Staff Name and Phone Number:**
Monique Chapman – 565-2872

**Supervisorial District(s):**
1st District

**Title:** Agreement for supplemental law enforcement services with Speedway Sonoma for the NHRA races from July 25, 2013 through July 28, 2013.

**Recommended Actions:**

Authorize the Sheriff to execute the Agreement with Speedway Sonoma for the NHRA races event from July 25, 2013 through July 28, 2013, at an estimated cost of $90,158.

**Executive Summary:**

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 Speedway Sonoma (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 Speedway Sonoma 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, and patrol cars, staggered over the four days from July 25, 2013 through July 28, 2013. The Agreement will provide for direct reimbursement of staff hours dedicated to providing security for the event, as well as vehicle costs (including fuel and mileage). The cost of these services is estimated at $90,158. 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 13-14 adopted budget.

**Prior Board Actions:**

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.

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

The Agreement for Supplemental Security Services with Speedway Sonoma 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.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 90,158 | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ 90,158 |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 90,158** | **Total Sources** | **$ 90,158** |

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

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.

**Staffing Impacts**

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

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

**Attachments:**

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

Agreement for supplemental law enforcement services with Speedway Sonoma for the NHRA races from July 25, 2013 through July 28, 2013.

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 65**
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

| | |
|---|---|
| **Board Agenda Date:** June 25, 2013 | **Vote Requirement:** Majority |
| **Department or Agency Name(s):** Transportation and Public Works | |
| **Staff Name and Phone Number:** | **Supervisorial District(s):** |
| Jon Stout (707) 565-7243 | Fourth District |

**Title:** Award of Contract for the Charles M. Schulz – Sonoma County Airport Runway Safety Area (RSA) Improvement Project – W12016

**Recommended Actions:**

1. Approve plans and specifications
2. Award construction contract to the lowest responsible bidder, O.C. Jones and Sons, Incorporated, in the amount of $22,679,720.00 (Bid schedule A in the amount of $3,012,470.00 and bid schedule B in the amount of $19,667,250.00) contingent upon the receipt of Federal Aviation Administration grant funds and the completion of the National Environmental Policy Act (NEPA) process.
3. Authorize the Chair to execute construction contract W12016 upon receipt of grant funds and completion of the NEPA process.

**Executive Summary:**

The purpose of the project is to meet the Airport's obligations to satisfy a federal mandate to bring runway safety areas up to new standards. This project is the first major element to move forward from the Airport Master Plan (AMP) projects included in the AMP that was approved in January 2012.

The project was advertised for bids from March 7, 2013 to April 25, 2013. In addition, the notice to award was issued from May 9, 2013 to May 16, 2013 and no complaints or objections were received regarding this project.

Bids were opened on April 25, 2013.

A total of six bids were received and the Bid amounts are as follows:

| | Engineer's Estimate | O.C. Jones & Sons | Granite Const. | Ghilotti Const. | DeSilva Gates | Ghilotti Bros. | Disney Const. |
|---|---|---|---|---|---|---|---|
| Schedule A | 2,196,800 | 3,012,470 | 3,590,755 | 3,908,900 | 3,340,950 | 4,287,220 | 4,319,975 |
| Schedule B | 16,056,035 | 19,667,250 | 19,314,014 | 20,027,000 | 21,750,440 | 21,362,754 | 23,466,195 |
| Schedule C | 1,427,840 | 1,438,495 | 1,292,250 | 967,820 | 1,218,200 | 1,191,661 | 1,334,765 |
| Schedule D | 573,708 | 664,299 | 631,065 | 512,418 | 672,255 | 606,159 | 944,655 |
| Total | 20,254,383 | 24,782,514 | 24,828,084 | 25,406,138 | 26,981,845 | 27,447,794 | 30,065,590 |

Bid Schedule A items are those construction elements anticipated to be undertaken and completed during the 2013 construction season, including the lighting of runway 1/19, construction of the new parallel taxiway for runway 1/19, electrical vault upgrades and generator installation, construction of the first half of the culvert installation and other related project elements.

Bid Schedule B items are those construction elements anticipated to be undertaken and completed during the 2014 construction season, including the placement of fill for the new safety area, the completion of the installation of the culvert, extension of runways 14 and 19, construction of the new run-up pad and extension of the parallel taxiway for runway 14/32 and other related project elements.

Bid Schedule C items are those associated with completion of the vehicle service road, paving of the entire service road network construction under schedule B, and the installation of two bridges over Airport creek for the completion of the service road.

Bid Schedule D items are those associated with the relocation of taxiway D connector to the runway 32 end and related project elements.

A State requirement in bidding projects is for the bidding agency to provide the basis for award of the bid for a project. The basis of this award is the lowest bid of a responsive and responsible bidder for the total sum of Bid Schedules A, B, C and D. Based on this state requirement, O.C. Jones and Sons, Incorporated (O.C. Jones) submitted the lowest bid of $24,782,514.00 for Bid Schedules A-D.

The low bid was $4,528,131 or 22.4% above the Engineer's Estimate. The next lowest bid was 0.18% higher than the low bidder. The low bid is consistent with the next two lowest bids, which are within 2.5% of the lowest bidders bid amount. The bids provided are significantly higher than the engineer's estimate for this project. This was due primarily to potential uncertainty and risk associated with the environmental constraints, project duration and phasing requirements necessary to have no impact on Alaska Airlines operations. The inherent environmental constraints contained in the Environmental Impact Report include many provisions that are restrictive to the contractor operations. The inefficient operations are due to limited time frames where work can occur and specific areas in or near the work sites that the contractor must undertake special precautions. The contractors' unfamiliarity with the environmental documents also includes a potential for risk. The phasing and project duration are considered to be very aggressive and include high penalties for noncompliance.

The engineering firm Mead and Hunt (the firm engaged to design the project) contacted the two lowest bidders and have determined the cost increase to be justified based on the following factors:

- Environmental Constraints and Risk
    - Storm water pollution and prevention plan management and risk
    - Added supervision requirements
    - Uncertainty of environmental requirements
    - Specialized equipment rental costs (tier 4 emission compliant)
- Project Duration
    - Trucking inflation
    - Asphalt oil inflation
    - Equipment rental
    - Material/supplies storage
- Phasing Constraints and Risk
    - Multiple mobilization costs (prime and subs)
    - Bid schedule division
    - Liquidated damages
    - Night work and multiple shits required in phase 4 of Bid Schedule B
    - Inefficient operations due to access constraints

At this time, the Department recommends awarding Bid Schedule items A and B for a total amount of $22,679,720.00 to O.C. Jones and Sons, Incorporated. It is further recommended that this award be contingent upon the receipt of grants from the Federal Aviation Administration (FAA) and the completion of the National Environmental Policy Act (NEPA) process. O.C. Jones has satisfactorily completed all the necessary bid forms, is properly licensed, and appears to be qualified to perform the required work for the Runway Safety Area Improvement project.

In O.C. Jones's bid packet, they identified 13 subcontractors whose companies will perform work with a value over 0.5% of the total contract amount. Of these 13, three are local companies (Neary Landscape, Incorporated - Cotati; Terracon Pipeline, Incorporated – Healdsburg; Devincenzi Concrete Construction – Santa Rosa) which will perform $2,640,000 worth of work associated with the project. In addition to subcontractors, O.C. Jones will be using many local supply houses and other companies for materials including the asphalt necessary for the project.

The Airport expects to receive $42.7 million in grant funding from the FAA over the course of the project. This amount includes funds for the land acquisition, environmental mitigation, design costs, construction administration, construction, project formulation costs, permitting activities associated with the complete project. The FAA is not able to issue grants for this project until a Finding of No Significant Impact (FONSI) is approved and a Record of Decision (ROD) is filed for the project. It is anticipated that the FONSI and ROD will be approved in early August 2013. The Airport's 10% local match requirement is being funded through a $5 million loan from the California Department of Transportation – Aeronautics Division that will be repaid by the use of Passenger Facility Charges.

The Department may return to the Board for future award of Bid Schedule C and D as additional funding is determined. The County has until October 15, 2013 to make the award of Bid Schedule C and until June 1, 2014 for Bid Schedule D.

Appropriations are available in the FY 2012-2013 and FY 2013-2014 Airport Capital Improvement budget. Work is estimated to commence in mid August 2013 and be complete by mid October 2014.

**Prior Board Actions:**

12/11/12: Board approved agreements for purchase of conservation acreage for mitigation relating to the Runway Safety Improvement Project; 10/23/12: Board approved the third amendment for RS&H; 10/23/12 Board approved the second amendment for Mead and Hunt 3/27/12 Board approved Airport Development loan; 1/24/12 Board approved Airport Development loan; 1/24 Board approved amendment number one with Mead and Hunt; 1/24/12 Board certified the Final Environmental Impact Report, amended the General Plan and adopted the Airport Master Plan

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

The proposed project will allow the Airport to meet the obligation from the Federal government's mandate to meet runway safety area standards as well as creating a well-maintained transportation facility that promotes mobility, health and safety, connectivity and convenience for the passengers and users of the Airport.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 22,679,720.00 | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ 20,411,748.00 |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ 2,267,972.00 |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 22,679,720.00** | **Total Sources** | **$ 22,679,720.00** |

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

The Airport expects to receive $42.7 million in FAA grant funding over the course of construction. The FAA grant application cannot be submitted into the Finding of No Significant Impact (FONSI) is approved. It is anticipated that the FONSI will be approved in August 2013. The Airport's local match requirement is being funded through a $5 million loan from the California Department of Transportation Aeronautics Division and Passenger Facility Charges (PFCs).

**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:** |
| Bid Set, Bid Documents, Plans, Addendum #1, Addendum #2 |

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 66**
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Steve Urbanek, 707-565-3884

**Supervisorial District(s):**
Fifth Supervisorial District

**Title:** Award Contract for CSA #41 Salmon Creek Water District System Improvements Construction W06724.

**Recommended Actions:**

1. Approve plans and specifications CSA#41 Salmon Creek Water District System Improvements Construction Project W06724
2. Award contract for construction to low bidder, Pacific Infrastructure in the amount of $976,320.00, and authorize Chair to execute the construction contract.
3. Authorize TPW Director to execute a Request for Obligation of Funds and Letter of Intent to Meet Conditions for the supplemental loan from the United State Department of Agriculture to secure the remainder of funding for the Improvement Project.

**Executive Summary:**

Staff is recommending execution of the contract for construction for the Salmon Creek Zone of Benefit Water System Improvements Project ("Project"). The Project includes the reconstruction and expansion of a treatment building, expanding the water treatment to include membrane filtration, construction of an underground reinforced concrete water storage tank, expansion of a groundwater collection system, and miscellaneous control and electrical improvements.

Project was advertised for bids: April 24, 2013 through May 24, 2013.

Bids were opened: May 24, 2013.

Bids were received as follow:

1. Pacific Infrastructure - $976,320.00
2. Piazza Construction - $988,480.00
3. West Bay Builders - $1,114,188.00

The Engineer's Estimate was $703,100.00.

The low bid of Pacific Infrastructure is 38.9% higher the Engineer's Estimate. The second bid is 1% above the low bid. The major differences between the low bid and the estimate produced by the Salmon Creek Water District's engineering consultant, Brelje and Race Consulting Engineers, is the cost to construct the raw water storage tank. The price to construct the raw water tank from all three bidders was fairly consistent indicating that there is a consensus in contractor opinion of the true cost to construct the tank.

The total estimated cost of construction for the Project is $1,026,320, including $50,000 for construction contingency allowed by the U.S. Department of Agriculture ("U.S.D.A."). Since the bids exceeded the Engineer's Estimate, additional funding is needed to complete the project. U.S.D.A. has agreed to a supplemental loan/grant commitment for this expense. The Project is being funded with a U.S.D.A. loan/grant package and a supplemental package with a total approved amount of $1,718,000, consisting of a grant in the amount of $735,000 and a loan in the amount of $983,000.

Project development costs such as preliminary engineering, CEQA, NEPA, Coastal Permit, Right-of-Way acquisition, bond counsel, legal counsel, construction administration, and project management make up the remaining $691,680 in project expense. The County needs to execute commitment papers to secure this funding. Staff will then return to this Board on July 30, 2013, for authority to issue bonds and close the loans to complete the financing for the project. The recently adopted fee generates sufficient revenue to repay the total loan. Appropriations are included in the FY 13-14 budget for the Salmon Creek Construction (632810).

The Department recommends awarding the project to Pacific Infrastructure.

County Counsel has reviewed this item as to form.

**Prior Board Actions:**

6/25/13: Board adopted ordinance levying fees to repay all loans for the Improvement project. 1/8/13: Board approved Resolution No. 13-0007 extending the term of the Small Water Systems Loan Assistance Fund loan to November 30, 2014 and increasing the total loan amount to $400,000. 4/17/12: Board approved Resolution No. 12-0180 extending the term of the loan to June 30, 2013 and reloaning the first payment of $124,069.48 from the Small Water Systems Loan Assistance Fund. 3/27/12: Board executed an agreement with Brelje and Race Consulting Engineers for engineering services necessary for the water system improvements in the amount not-to-exceed $226,800. 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 Resolution No. 12-0079 adopting the mitigated negative declaration and approving the use permit and coastal permit for the Project. 9/28/10: Board authorized the submittal of an application to U.S.D.A. for a grant/loan for system improvements. 5/18/10: Board approved Resolution No. 10-0420 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.

**Strategic Plan Alignment** 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.

| Fiscal Summary - FY 12-13 | | | | | |
|---|---|---|---|---|---|
| **Expenditures** | | | **Funding Source(s)** | | |
| Budgeted Amount | $ | 802,600 | | $ | |
| Add Appropriations Reqd. | $ | 223,720 | State/Federal | $ | 1,718,000 |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **1,026,320** | **Total Sources** | **$** | **1,718,000** |

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

Expenditures in the amount of $802,600 and revenues in the amount of $1,305,000 for the Project are requested in the FY 13-14 budget for the Salmon Creek Water District Construction (632810). Adjustments to recognize the supplemental loan/grant (+$403,000) and the higher cost of construction (+$223,720) will be included in consolidated adjustments in FY 13-14.

**Staffing Impacts**

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

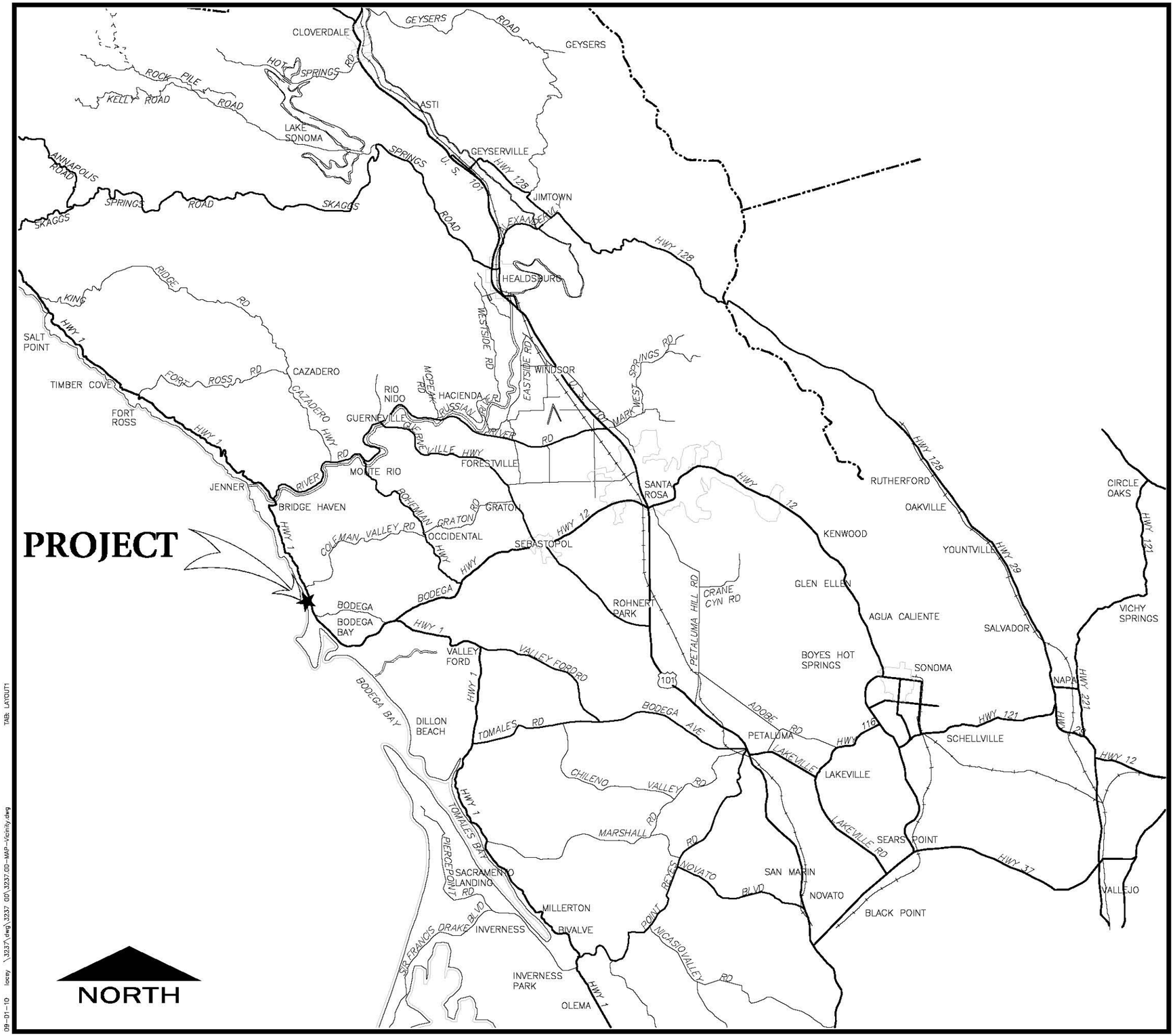
**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Location Map

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

Special Provisions and Bid Book with Plans; Addendum 1




LOCATION MAP

# SALMON CREEK PRELIMINARY ENGINEERING REPORT

## VICINITY MAP

**SEPTEMBER 2010**

Brelje & Race
CONSULTING CIVIL ENGINEERS
5570 Skylane Blvd. • Santa Rosa, CA 95403 • 707-576-1322 • www.brce.com

**FIGURE 1**

09-01-10 locey \3237\dwg\3237 00\3237.00-MAP-Vicinity.dwg TAB: LAYOUT1

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 67**
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** 4/5

**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):**
Fifth District

**Title:** Salmon Creek Improvement Project – Grant of Easement Modification

**Recommended Actions:**

Authorize execution of Modification of Grant of Easement Deed between County of Sonoma and Gabrielle B. Toledano and accept modified deed, for the Salmon Creek Water Collection and Treatment System Improvement Project.

**Executive Summary:**

The subject of this resolution is an easement modification deed related to a right-of-way acquisition required for the planned upgrade of the Salmon Creek community water system storage and treatment facilities.

The easement modification deed that is the subject of this item is necessary to address two remaining issues related to the County's fee acquisition. The deed will: 1) modify and increase by two-feet (2-feet) an existing easement restriction benefiting APN 101-013-035 that relates to the height of County water system facilities within the area recently acquired in fee (said existing restriction is described in Document No. 1997007757 of Sonoma County Records); and 2) allow the property owner of APN 101-013-035 to permanently retain a residential propane tank within the area acquired in fee by the County as mutually agreed in prior negotiations. Both of the above items were included in the attachment to the Resolution of Necessity (Resolution No. 12-0591) approved by the Board of Supervisors on December 11, 2012.

The property owner has signed the easement modification deed. The easement modification deed also needs to be executed by the County of Sonoma. There is no cost for the modification.

The attached resolution will authorize execution of the Modification of Grant of Easement Deed and acceptance of said deed.

The items identified in the deed are required to conclude the right-of-way process with this property

owner.

The easement modification deed has been approved as to form by County Counsel.

**Prior Board Actions:**

12/11/12: Approved Resolution No. 12-0591 authorizing acquisition and condemnation of real property from APN 101-013-035.

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

Construct and upgrade community water system facilities.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

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

There is no cost associated with this modification.

**Staffing Impacts**

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

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

**Attachments:**

Resolution; Resolution's Exhibit A; Location Map; Acquisition Map

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

Modification of Grant of Easement Deed

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing Execution of Modification of Grant of Easement Deed; and Accepting Modification of Grant of Easement Deed; Lands of Toledano (APN 101-013-035); Salmon Creek Water Collection And Treatment System Improvement Project (CSA #41); Project No. W06724.**

**Whereas,** a Modification of Grant of Easement Deed, dated May 15, 2013, modifying an existing height restriction on County land and conveying certain property rights to property identified as APN 101-013-035 for the permanent placement of a residential propane tank on said County land, has been tendered to this Board of Supervisors by the owner of the aforementioned APN 101-013-035, Gabrielle B. Toledano; and

**Whereas,** the County of Sonoma, on behalf of County Service Area No. 41, Salmon Creek Zone of Benefit, is desirous of concluding the property acquisition process with this property owner in order to begin construction of improvements to the Salmon Creek community water system facilities; and

**Now, Therefore, Be It Resolved** that the Chair of the Board be and hereby is authorized and directed to execute the Modification of Grant of Easement Deed, more particularly described as Exhibit "A."; and

**Be It Further Resolved** the Board does hereby accept said deed according to terms set forth therein; and

**Be It Further Resolved** that the County Recorder be and hereby is authorized and directed to record said deed at no cost to the County as provided under Government Code 6103.

**Supervisors:**

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

Resolution's Exhibit A

| | |
|---|---|
| **RECORDING REQUESTED BY**<br><br>**COUNTY OF SONOMA**<br>. . . . . .<br><br>**WHEN RECORDED, RETURN TO EXECUTIVE SECRETARY, DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS** | |

**SPACE ABOVE THIS LINE IS FOR RECORDER'S USE**

Record free per Gov. Code 6103. Required by Sonoma County Dept. of Transportation and Public Works for public works project.

# MODIFICATION OF GRANT OF EASEMENT DEED

**GABRIELLE B. TOLEDANO, a married woman as her sole and separate property ("Property Owner")**

**and THE COUNTY OF SONOMA,**
**A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA,**
**On behalf of COUNTY SERVICE AREA NO. 41,**
**SALMON CREEK ZONE OF BENEFIT ("County"),**

hereby make the following mutual grants of real property interests concerning County's real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

SEE **EXHIBIT "A"** ATTACHED

It is not the parties' intent hereto to extinguish any easement rights the County of Sonoma, on behalf of County Service Area No. 41, Salmon Creek Zone of Benefit (successor in interest to County Service Area No. 32 (Salmon Creek)), holds in connection to the Salmon Creek Water System.

1. County agrees to relocate, at County's expense and at the time of County's construction of new water system facilities on County's property, an existing propane tank belonging to Property Owner which currently serves Property Owner's single family dwelling on adjoining Sonoma County Assessor Parcel Number 101-013-035. The propane tank shall be relocated next to Churchill Street at the northeasterly corner of County's property.

County agrees to allow Property Owner the right to install, construct, maintain, and remove said propane tank, including pipes and all other necessary appurtenances, in order to maintain propane service to the residence located on Property Owner's adjoining property. Said facilities shall be installed and maintained in cooperation with County or County's agents and shall not interfere with County's existing or proposed water system facilities.

2. County shall be restricted to a height limitation on County's property identified in Exhibit "A" related to any proposed and future water system facility construction, except fencing, of no more than four (4) feet above an existing water tank which is located at an elevation of approximately 34.5 feet, per a survey by Sonoma County Department of Transportation and Public Works, done in April of 2010. This height limitation supersedes a height limitation on this property associated with an easement referenced as Document No. 19970007757 in Sonoma County Records.

Gabrielle B. Toledano

Gabrielle B. Toledano

Dated May 15, 2013

Dated _____

Chair, Board of Supervisors
County of Sonoma

**EXHIBIT "A"**

RECORDING REQUESTED BY
Bruce D. Goldstein, County Counsel
William L. Adams, Deputy County Counsel
Sonoma County Counsel
575 Administration Drive, Room 105-A
Santa Rosa, CA 95404

WHEN RECORDED MAIL TO
NAME William L. Adams, Deputy County Counsel
MAILING ADDRESS 575 Administration Drive, Room 105-A
CITY, STATE Santa Rosa, CA
ZIP CODE 95404

SONOMA COUNTY
04/30/2013 10:49 ORD
RECORDING FEE: $0.00
PAID

**2013044103**

OFFICIAL RECORDS OF
SONOMA COUNTY
WILLIAM F ROUSSEAU

6 BCS

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## T I T L E(S)

STIPULATED JUDGMENT AND FINAL ORDER OF CONDEMNATION [CCP Section 1268.030]

16

BRUCE D. GOLDSTEIN, #135970
County Counsel
WILLIAM L. ADAMS #166027
Deputy County Counsel
County of Sonoma
575 Administration Dr., Rm. 105A
Santa Rosa, California 95403
Telephone: (707) 565-2421

Attorneys for Plaintiff
County of Sonoma

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA
FEB - 4 2013
BY _____ Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA

COUNTY OF SONOMA,

Plaintiff,

vs.

GABRIELLE B. TOLEDANO; AND DOES ONE THROUGH TEN, INCLUSIVE,

Defendants.

Case No. SCV 252887

**STIPULATED JUDGMENT AND FINAL ORDER OF CONDEMNATION**
[CCP § 1268.030]

The parties have reached a separate Settlement Agreement and Release dated January __, 2013, which is incorporated herein by reference, but will not be attached as part of this Stipulation. The terms of this Settlement Agreement include provisions for compensation and transfer of title to the property described herein by Judgment and Final Order of Condemnation.

This Stipulated Judgment and Final Order of Condemnation shall constitute a "Final Judgment" as defined in Code of Civil Procedure section 1235.120, and shall be entered by the Court and recorded by the Plaintiff. The parties shall each bear their own attorneys fees and costs.

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SUPERIOR COURT OF CALIFORNIA COUNTY OF SONOMA

THE WITHIN INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

ATTEST: APR 29 2013

Clerk of the Superior Court of California
County of Sonoma
By _____ Deputy Clerk

By their signatures below, the parties request this Stipulated Judgment and Final Order of Condemnation be approved and entered as a Judgment and Order of this Court.

Property Owner

Dated: 1/23/2013

Gabrielle B. Toledano
GABRIELLE B. TOLEDANO

COUNTY OF SONOMA

Dated: 1/28/2013

By: _____
David Rabbitt, Chair, Board of Supervisors

ATTEST:

Veronica L. Ferguan by M. Arellano
~~Michelle Arellano~~
Clerk of the Board of Supervisors

Approved as to Form:

BRUCE D. GOLDSTEIN, County Counsel

Dated: 1/24/13

By: _____
William L. Adams
Deputy County Counsel
Attorneys for County of Sonoma

**ORDER**

On proof made to the satisfaction of this Court based on the stipulation and joint request of the parties, and good cause appearing,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

The parties' Stipulated Judgment and Final Order of Condemnation is hereby approved and entered in this case, pursuant to the terms of the Settlement Agreement between the parties. This Stipulated Judgment and Final Order of Condemnation shall constitute a "Final Judgment" as defined in Code of Civil Procedure section 1235.120, entered in favor of Plaintiff COUNTY OF SONOMA and against Defendant GABRIELLE B. TOLEDANO.

**IT IS HEREBY FURTHER ORDERED AND ADJUDGED:**

The property, situated in the County of Sonoma, State of California, more particularly described in Exhibit "A' attached hereto and incorporated herein by reference, is hereby condemned to and taken for the Salmon Creek community water system ("Project"), which will be to repair and make improvements to the Salmon Creek community water system near Bodega Bay. Upon recording a certified copy of this Stipulated Judgment and Final Order of Condemnation with the County Recorder of the County of Sonoma, State of California, the real property interest described in Exhibit "A" hereto shall vest in Plaintiff, its successors and its assigns, free and discharged of all claims and liens of every kind whatsoever forthwith upon recordation of this Stipulated Judgment and Final Order of Condemnation.

DATED: Feb. 4, 2013

JUDGE OF THE SUPERIOR COURT

# EXHIBIT A

Exhibit "A"

Being a portion of the lands of Gabrielle B. Toledano, as described in a deed recorded as Document Number 2008-060374 of Official Records of Sonoma County, being more particularly described as follows:

Being a portion of Lots 2 and 3, Block C, as numbered and designated upon the Map of McChristian's Subdivision, recorded June 17, 1926 in Book 46 of Maps, Page 33, Sonoma County Records and being more particularly described as follows:

Beginning at a ½" iron pipe tagged LS 4483 marking the Northwesterly corner of Parcel Two of said lands of Toledano; thence along the northerly line of said Parcel Two, North 83°00'38" East, 79.00 feet to a ½" iron pipe tagged LS 4483, marking the northeasterly corner of said Parcel Two; thence along the easterly line of said Parcel Two, South 02°44'32" East, 35.28 feet; thence leaving said easterly line, South 72°58'23" West, 27.21 feet; thence South 87°57'36" West, 50.47 feet to the westerly line of said Parcel Two; thence along said westerly line, North 05°53'07" West, 35.58 feet to the point of beginning.

Containing 2,938 square feet, more or less.

Basis of bearings: Being between the two 1/2" iron pipes tagged LS 4483 on the northerly line of Parcel Two in that deed to Gabrielle B. Toledano, recorded as Document Number 2008-060374 of Official Records of Sonoma County, as shown on that Record of Survey recorded in Book 740 of Maps, Page 39, Sonoma County Records, being North 83°00'38" East.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act.

PROFESSIONAL LAND SURVEYOR
STEPHEN M. FREDERICKS
No. 7072
STATE OF CALIFORNIA

Stephen M. Fredericks, Expires 12/31/2012

A.P.N. 101-013-035
Revised 09/05/2012

# Resolution's Exhibit A

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California ) ss.

County of San Mateo ),

On May 15, 2013 before me, K. Manalang, Notary Public,

Notary Public, personally appeared Gabrielle B. Toledano

,

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

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

WITNESS my hand and official seal.

Signature kmanalang

K. MANALANG
Commission # 1992130
Notary Public - California
San Mateo County
My Comm. Expires Oct 21, 2016

(Seal)

---

**CERTIFICATE OF ACCEPTANCE** - - - This is to certify that the interest in real property conveyed above is hereby accepted by order of the Board of Supervisors of the County of Sonoma on _____, 20____ and grantee consents to recordation thereof by its duly authorized officer.

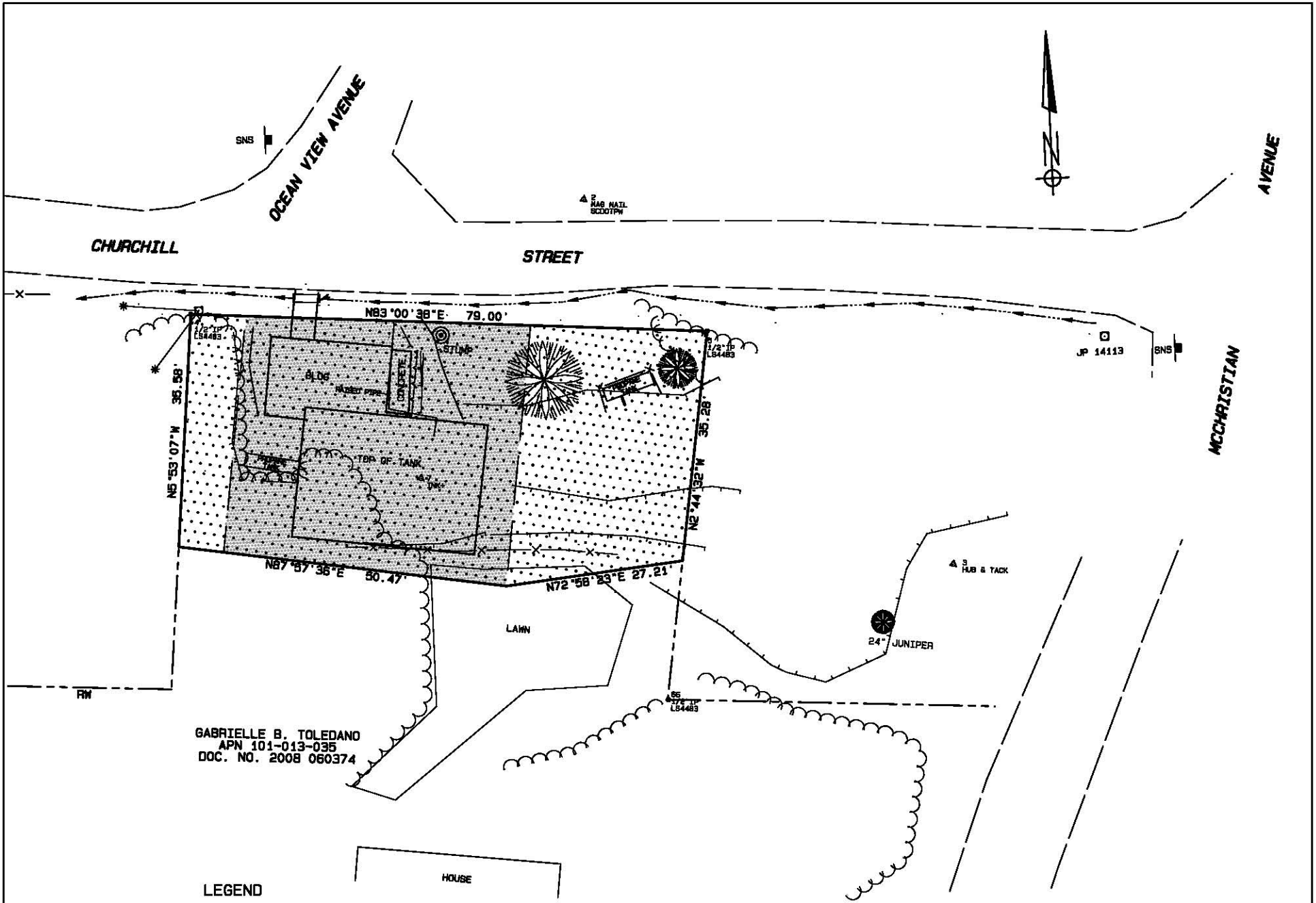
Dated: _____, 20____

_____
Chair of the Board of Supervisors of the County of Sonoma

**End of Document**

c:\eric\escrow\notary acknowledgment.wpd

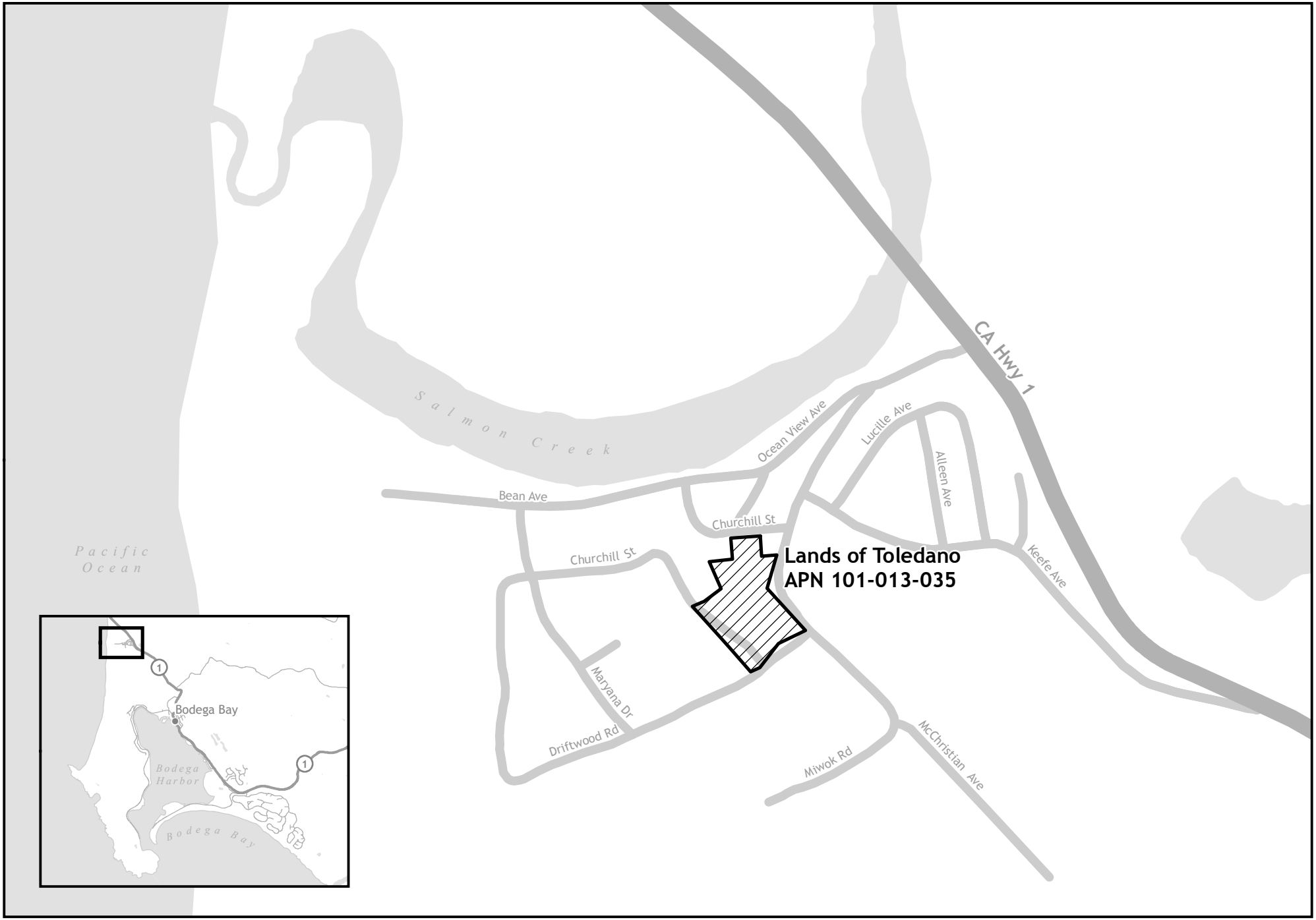
# ACQUISITION MAP




| PROJECT: SALMON CREEK WATER TREATMENT PLANT | | | |
|---|---|---|---|
| DATE: APRIL, 2010 | SCALE: NONE | | JOB NO. W06724 |

U:\Pro_lw\W06724-Salmon Crk Water Treatment-LW\Right of Way\Salmon Creek Acquisition Exhibit Topo-Updated and Rotated to New Deed.pro DATE: 11/13/2012 TIME: 7:59AM

DO NOT RECORD




# Location Map

APN 101-013-035

0 200 400 Feet

Transportation and Public Works, County of Sonoma
November, 2012

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 68**
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Thomas F. O'Kane, Jr. - (707) 565-3585

**Supervisorial District(s):**
First District

**Title:** Construction Management for the Arnold Drive at Agua Caliente Road Roundabout Project

**Recommended Actions:**

Approve and authorize the Chair to execute an agreement with CALTROP for construction management and related engineering services for the Arnold Drive at Agua Caliente Road Roundabout Project (C02166) totaling $266,452.59 including 10% contingencies with a term ending June 30, 2014.

**Executive Summary:**

On May 14, 2013, the Board approved the award for the construction of Arnold Drive at Agua Caliente Road Roundabout to Team Ghilotti. At this time staff of the Department of Transportation and Public Works (TPW) is requesting the Board approve a contract for construction contract management of the Arnold Drive at Agua Caliente Road Roundabout Project to CALTROP for an amount not to exceed $266,452.59 with a term ending December 31, 2015.

Reductions in TPW staffing make it difficult to provide contract management for complex, long duration projects with County personnel. Some projects also require special licenses/certifications to inspect and accept elements of contract work. TPW staff request that a construction management firm be engaged to provide this service. This consulting agreement is to provide engineering support for the construction of these intersection improvements. The consultant will serve as Resident Engineer for the project and provide construction contract administration as well as provide additional construction specific tasks including materials testing, surveying and water quality inspection/testing.

CALTROP was selected as the consultant for this project following an extensive selection process. The Department advertised a Request for Qualifications (RFQ) in a newspaper of general circulation. 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 a consideration in the selection of a consultant for this project as no Federal funding is involved. CALTROP was selected for this project because of their extensive experience in construction project administration. CALTROP is considered a local firm as they

have an office and employees based in Santa Rosa.

Project is funded with a combination of Proposition 1B, Measure M and Sonoma Valley traffic mitigation funds. Appropriations are included in the FY 13-14 Road Improvements budget.

**Prior Board Actions:**

5/14/13: Award of construction contract to Team Ghilotti.

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

The project invests in the future by constructing improvements to this intersection that will enhance safety, reduce congestion, and improve the flow of traffic along this corridor.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 266,453 | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ 266,453 |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 266,453** | **Total Sources** | **$ 266,453** |

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

No current year fiscal impact. Appropriations are included in the FY 13-14 Road Improvements Budget.

**Staffing Impacts**

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

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

**Attachments:**

None.

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

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 69**
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 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):**
All

**Title:** Construction Management Services for Pavement Preservation Projects

**Recommended Actions:**

Approve and authorize Chair to sign two agreements for construction management services with Green Valley Consulting Engineers for:

1) The 2010 Pavement Preservation Program in a not to exceed amount of $235,080; and
2) The 2012-13 Pavement Preservation Program in a not to exceed amount of $195,400; both with terms ending December 31, 2014.

**Executive Summary:**

The staff of the Department of Transportation and Public Works (TPW) is requesting the Board approve two agreements for construction contract management for the 2010 Pavement Preservation Program (M10001) and the 2012-13 Pavement Preservation Program (M12004). These bonded wearing course projects are two of four major pavement preservation projects scheduled for construction in summer of 2013. The 2010 Pavement Preservation Program (M10001) was awarded June 18th, 2013 and the 2012-13 Pavement Preservation Program (M12004) was awarded May 7, 2013.

Reductions in TPW staffing make it difficult to provide contract management for complex, long duration projects with County personnel. This consulting agreement is to provide engineering support for the construction of these two pavement preservation projects. The consultant will serve as Resident Engineer for the project and provide contract administration as well as provide additional construction specific tasks including materials testing, surveying and water quality inspection/testing as needed.

Green Valley Consulting Engineers was selected as the consultant for these projects following an extensive selection process. The Department advertised a Request for Qualifications (RFQ) in a newspaper of general circulation. 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 a consideration in the selection as federal funding is involved in one of the projects. The construction

contracts for both of these bonded wearing course projects were awarded to the same contractor, Windsor Fuel Company, and have the same basic scope of work. The Department believes there is efficiency in utilizing the same consultant on both projects. Green Valley Consulting was selected for this project because of their specific experience related to this project and construction project administration. Green Valley Consulting Engineers is a Disadvantaged Business Enterprise (DBE) firm.

Agreements have been reviewed and approved by County Counsel. Appropriations are available in the FY 13-14 Road Maintenance division budget and funding for these agreements come from a combination General fund (One-time, Franchise Fees, and Tribal Impact Mitigation funds) and federal transportation dollars.

**Prior Board Actions:**

6/18/13: Award of Contract for 2010 Pavement Preservation Program; 5/7/13: Award of contract for 2012-13 Pavement Preservation Program.

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

The completion of the two projects being administered by these contracts will improve 28+ miles of County roads.

**Fiscal Summary - FY 13-14**

| **Expenditures** | | | **Funding Source(s)** | | |
|---|---|---|---|---|---|
| Budgeted Amount | $ | 430,480 | County General Fund | $ | 222,364 |
| Add Appropriations Reqd. | $ | | State/Federal | $ | 208,116 |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **430,480** | **Total Sources** | **$** | **430,480** |

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

Appropriations are available in the FY 13-14 Road Maintenance budget. Funding is from federal transportation and General Fund dollars.

**Staffing Impacts**

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

| **Narrative Explanation of Staffing Impacts (If Required):** |
| --- |
| |
| **Attachments:** |
| None. |
| **Related Items "On File" with the Clerk of the Board:** |
| Agreement for management of 2010 Pavement Preservation Program (M10001); Agreement for management of 2012-13 Pavement Preservation Program (M12004). |

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 70**
(This Section for use by Clerk of the Board Only.)

| | | | |
|---|---|---|---|
| **To:** | Board of Supervisors | | |
| **Board Agenda Date:** | June 25, 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):** | Second District |
| **Title:** | Construction Management Services for the Cotati Intermodal Facility | | |

**Recommended Actions:**

Approve and authorized Chair to execute agreement with Vali Cooper & Associates, Inc. for construction management and related engineering services for the Cotati Intermodal Facility project totaling $263,403 with a term ending December 31, 2014.

**Executive Summary:**

The staff of the Department of Transportation and Public Works (TPW) is requesting the Board approve a contract for construction contract management of the Cotati Intermodal Facility (W07074) in an amount not to exceed $263,403 with a term ending December 31, 2014.

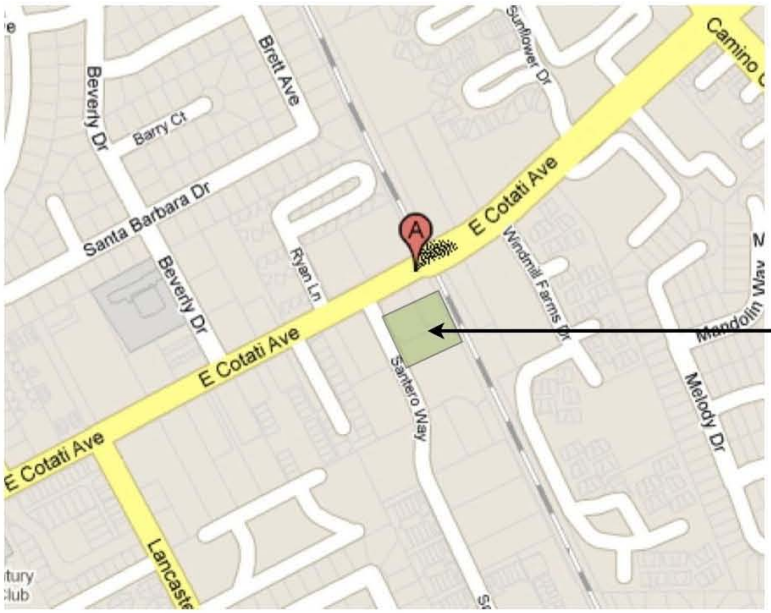
Reductions in TPW staffing make it difficult to provide contract management for complex, long duration projects with County personnel. Some projects also require special licenses/certifications to inspect and accept elements of contract work. TPW staff request that a construction management firm be engaged to provide this service. This consulting agreement is to provide engineering support for the construction of the Cotati Intermodal Facility. The consultant will serve as Resident Engineer for the project and provide construction contract administration as well as provide addition construction specific tasks including materials testing, surveying and water quality inspection/testing as needed.

Vali Cooper & Associates was selected as the consultant for this project following an extensive selection process. The Department advertised a Request for Qualifications (RFQ) in a newspaper of general circulation. 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 a consideration in the selection of a consultant as Federal funding is involved in this project. Vali Cooper & Associates, Inc. was selected for this project because of their specific experience related to this project and construction project administration.

| **Prior Board Actions:** | | | | | |
|---|---|---|---|---|---|
| 6/18/13: Award construction contract to Argonaut Constructors. | | | | | |
| **Strategic Plan Alignment** | Goal 1: Safe, Healthy, and Caring Community | | | | |
| The project meets the needs of the community to provide a safe transportation network. The project also invests in the future by constructing improvements to this intermodal facility that will enhance safety and reduce congestion. | | | | | |
| **Fiscal Summary - FY 13-14** | | | | | |
| **Expenditures** | | | **Funding Source(s)** | | |
| Budgeted Amount | $ | 263,403 | County General Fund | $ | |
| Add Appropriations Reqd. | $ | | State/Federal | $ | 263,403 |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **263,403** | **Total Sources** | **$** | **263,403** |
| **Narrative Explanation of Fiscal Impacts (If Required):** | | | | | |
| Appropriations are available in the FY 13-14 Transit Division budget and agreement will be funded with Federal Transit Administration (FTA) and Transportation Development Act (TDA) funds. | | | | | |

| **Staffing Impacts** | | | |
|---|---|---|---|
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |

| **Narrative Explanation of Staffing Impacts (If Required):** |
|---|
| |
| **Attachments:** |
| Location Map |
| **Related Items "On File" with the Clerk of the Board:** |
| Agreement |




**Cotati** Intermodal Facility
Location Map

Project Location

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 71**
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**
Jon Stout (707) 565-7243

**Supervisorial District(s):**
Fourth

**Title:** Mead and Hunt, Inc. Second Amended Agreement

**Recommended Actions:**

Authorize the Chair to execute the Second Amended Agreement with Mead and Hunt, Inc., extending the term through August 31, 2015 and increasing the amount by $3,071,228 for a total agreement amount not to exceed $7,424,718 for activities related to the Sonoma County Airport Runway Safety Area (RSA) Improvement Project contingent upon approval of the project and the receipt of a grant from the Federal Aviation Administration.

**Executive Summary:**

The Department of Transportation and Public Works, Airport Division is requesting the Board of Supervisors' approval and execution of the Mead & Hunt Second Amended Agreement for additional design services and construction management services associated with the Sonoma County Airport Runway Safety Area (RSA) Improvement Project.

**Contract History:**

Mead & Hunt, Incorporated was selected as the Airport's Engineer of record in 2009 after a Request for Qualifications (RFQ) process was conducted as required by the Federal Aviation Administration (FAA) as part of its guidelines under Title 49 Code of Federal Regulations Part 18.36 and Advisory Circular 150/5100-14D which requires airports to solicit proposals from engineering firms based on qualifications and not on cost. The Airport distributed an RFQ in May 2009 for engineering services related to projects at the Airport as part of its five-year capital improvement plan. As part of the RFQ, the Airport listed the following as potential projects for the five-year period: relocation of the instrument landing system for runway 32; relocation of and design of new internal airport service roads; upgrade of existing runway and taxiway lighting systems; airport perimeter fencing; extension and associated improvements to existing taxiways serving runway 14-32 and runway 1-19; construction of new taxiways for runway 14-32 and runway 1-19; siting of new air traffic control tower; construction of new taxiways to provide access to new private hangars; siting and construction of a new aircraft rescue and fire fighting/maintenance building; extension of runway 14-32 from 5,115 feet to 6,000 feet; extension of runway 1-19 from 5,000

feet to 5,500 feet; drainage improvements; runway safety area (RSA) improvements; and acquisition of approximately 40 acres for approach zone protection and RSAs.

The Airport advertised nationally, sent out fifteen RFQs, and received responses from four firms. After evaluation of the qualification information from the four submittals received, two firms were determined to have the qualifications that best matched the needs of the anticipated projects. After conducting interviews with the two firms, it was determined that each firm had strengths in different areas of aviation engineering. In December 2009, the Board approved contracts with both firms. Mead & Hunt, Incorporated was selected for projects including designing and engineering on airport runways, taxiways and airport buildings since Mead & Hunt demonstrated strong expertise in these areas, which includes 70 years of nationwide aviation consulting services. The second company, Z & H Engineering (since acquired by C & S Engineers, Incorporated) was selected for projects addressing runway preservation and maintenance since Z & H demonstrated strong expertise in these areas. The Mead & Hunt agreement was set in the style of a master agreement, wherein as projects are identified, the scope is prepared, and an amendment to the agreement is executed.

There have been several project amendments processed in the past. These previous amendments included the rehabilitation of the airport terminal, the security system design, rehabilitation of apron A, property acquisition services, and the runway design. The contract modification proposed in this Board action is the Second Amended Agreement incorporating all previous amendments and increasing the service agreement amount by $3,071,228.

**Contract Modification:**

This contract modification is for engineering services necessary for the design and construction management services for the Runway Safety Area improvements. The additions to the design scope of work (exhibit K-1) include unanticipated items that resulted from discussions with the FAA. This includes redesign and relocation of two taxiways, additional survey work, extension of bidding services, and additional environmental assistance. The total amount of this work is $84,000. The Airport anticipates these expenditures to be eligible for reimbursement under the Federal Aviation Administration (FAA) grant at 90%.

The Runway Safety Area Improvements Project will consist of a three-season project with up to two planned winter shutdowns. The project's complexity will require the full-time services of a project manager, resident engineer, and construction observer. In addition, specialty services will be provided by senior project engineers and electrical, structural, and geotechnical engineers. There are four phases of work: 1) Pre-construction and mobilization, 2) Construction administration, 3) Resident engineering, and 4) Post construction services. The total amount of this work is $2,987,228 which will be expended between 7/1/13 and 8/15/15. The Airport anticipates these expenditures to be eligible for reimbursement under the Federal Aviation Administration (FAA) grant at 90%.

**Local Preference:**

As this project is funded through FAA funds, the Airport is not able to implement the County local preference policy for these services. However, Mead & Hunt is considered a local firm with an office located in Santa Rosa, which employs 25 employees. In addition, this project has eight major sub-consultants; with the exception of two, the majority are local firms and include: Winzler & Kelly (Santa

Rosa), Bauer Associates (Forestville), Brelje & Race (Santa Rosa), Firm 70 (Phoenix), pH7 (San Ramon), Redwood Empire Appraisals (Petaluma), Geoff Hornsby (Santa Rosa), and Fidelity National Title (Santa Rosa).

**Prior Board Actions:**

10/23/12: Approved the second amendment to the first amended agreement; 1/24/12: Board action No. 48 approved Amendment Number One to the First Amended Agreement for professional engineering services for additional services for land acquisition and continuing services associated with the Runway Improvement Project; 8/17/11: Seventh Amendment (Department Head under specific limit provision – general engineering services); this amendment added land acquisition services to the original agreement and also consolidated the 6 prior amendments into one agreement titled the First Amended Agreement for Professional Services with Mead & Hunt, Inc.; 3/15/11: Board Action No. 10 approved Sixth Amendment for engineering services for additional work associated with taxiway Z Rehabilitation; 1/4/11: Fifth Amendment (Department Head under specific limit provision – general engineering services); 12/14/10: Board Action No. 38 approved Fourth Amendment for engineering services (terminal remodel); 9/14/10: Board Action No. 14 approved Third Amendment for engineering services (Airport Geographic Information System Survey); 8/17/10: Second Amendment (Department Head under specific limit provision – Apron A/terminal security enhancement/property acquisition); 12/8/09: Board Action No. 29 approved agreement for professional engineering services with Mead & Hunt, Inc. associated with Taxiway Z Rehabilitation project at the Charles M. Schulz – Sonoma County Airport.

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

This Amendment with Mead & Hunt, Inc. supports the County's Strategic plan focus area of Economic and Environmental Stewardship as part of the larger runway safety enhancement project which will provide infrastructure that permits a larger variety of aircraft. The ability to serve more diverse aircraft will allow the airlines to provide additional destinations. It also provides studies to renovate the existing terminal building to meet both current and future growth needs and a hangar maintenance plan to protect current infrastructure. Finally, it will facilitate the acquisition of lands identified for acquisition for approach protection. This will have positive financial impacts on local businesses and tourism.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 3,071,228 | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ 2,764,105 |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ 307,123 |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 3,071,228** | **Total Sources** | **$ 3,071,228** |

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

The Airport expects to receive $42.7 million in grant funding over the course of construction. The FAA grant application cannot be submitted into the Finding of No Significant Impact (FONSI) is approved. It is anticipated that the FONSI will be approved in August 2013. The Airport's local match requirement is being funded through a $5 million loan from the California Department of Transportation Aeronautics

Division and Passenger Facility Charges (PFCs).

**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:**

Mead Hunt Second Amended Agreement; Exhibits K-1, R, and S

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

Original Agreement

SECONDED AMENDED AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amended Agreement for Professional Services ("Agreement"), dated as of _____, 2013 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Mead & Hunt, Inc., a Wisconsin Corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified and licensed engineering firm, experienced in airport engineering and design; and

WHEREAS, the County, following the Federal Aviation Administration guidelines, conducted a Request for Qualifications from engineering firms with airport experience in May 2009, and after evaluating the participating firms, Mead & Hunt was chosen as the most qualified firm for design of runways, taxiways and Airport Building projects, and a separate firm was chosen as the most qualified firm for pavement preservation; and

WHEREAS, the following projects are listed on the Airport’s five year capital plans list of potential projects for potential award to the successful firms: Relocation of the instrument landing system for Runway 32; Relocation of and design of new internal Airport service roads; Upgrade of existing runway and taxiway lighting systems; Airport perimeter fencing improvements; Extension to Runway 14-32 and 01-19 and associated improvements to existing taxiways serving of Runway 14-32 & 01-19; Construction of new interior Taxiway for Runway 1-19; Siting of the new air traffic control tower; Construction of new taxiways to provide access to new private-use hangars; Siting and construction of aircraft rescue and fire fighting/maintenance building; Drainage improvements; RSA Improvements; Acquisition of approximately 40 acres for approach zone protection and runway safety areas; and

WHEREAS, the County anticipates amending the scope of services of this Agreement in the future to include some or all of the above-specified projects once funding and necessary approvals are obtained; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for ongoing engineering services during the term of this Agreement.

WHEREAS, on December 8, 2009, the County entered into a predecessor agreement with Consultant for engineering services and that agreement has been amended six times from the execution date through March 15, 2011.

WHEREAS, on August 17, 2011, the County entered into the First Amended Agreement with Consultant for engineering services and that agreement has been amended two times from the execution date through October 23, 2012.

WHEREAS, the County and Consultant are entering into this Seconded Amended Agreement that incorporates all prior amendments and that supersedes and replaces the original Agreement and all prior Amendments.

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

l. Scope of Services.

1.1 Consultant's Specified Service. Consultant shall perform the services described in Exhibits A, C, D, E, F, G, G-1, H, I, J, K, K-1, L-1, L-2, M, N, O, P Q, R, and S attached hereto or to amendments to this agreement and incorporated herein by this reference (hereinafter "Exhibits"), and within the times or by the dates provided for in Exhibits and pursuant to Article 7. In the event of a conflict between the body of this Agreement and Exhibits A, C, D, E, F, G, G-2, H, I, J, K, K-1, L-1, L-2, M, N, O, P, Q, R, and S the provisions in the body of this Agreement shall control.

1.2 Services Upon Request. Consultant may be requested to perform additional services as previously listed in the Recitals of this Agreement. The scope of services shall clearly identify the work to be performed and all costs associated with the task. The County does not guarantee a minimum or maximum amount of work for any additional services authorized under this Agreement. Services shall be performed within specified times and dates and pursuant to Article 7. Work will be authorized and performed pursuant to amendment to this Agreement in a form approved by County Counsel. The Director of Transportation and Public Works is authorized to approve all amendments addressing the above-referenced additional services that in total do not exceed $150,000 per fiscal year for a cumulative total of $450,000. All other amendments concerning such services must be approved by the Board of Supervisors.

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

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

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

1.5 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

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

a. For the work identified in Exhibit A-1 of this Agreement (Preliminary Study), for all services and incidental costs required thereunder, Consultant shall be paid on a time and material basis in accordance with the rate schedule set forth in Exhibit B of this Agreement as modified in paragraph 2.d. below, provided further that Consultant agrees to perform all services described in Exhibit A-1 for an amount not to exceed $35,000 without prior written approval of County.

b. For the work identified in Exhibit A-2 Task 2 of this Agreement (Back-Up Airfield Electrical Generator Construction Engineering Services), for all services and incidental costs required thereunder, Consultant shall be paid on a time and material basis in accordance with the budget specified in Exhibit A-2 Task 2 and the rate schedule set forth in Exhibit B of this Agreement as modified in paragraph 2.d. below, provided further that Consultant agrees to perform all services described in Exhibit A-2 Task 2 for an amount not to exceed $20,000 without prior written approval of County.

c. For the work identified in Exhibits A-3 Task 2 and Exhibit A-3.i of this Agreement (Taxiway "Z" Rehabilitation Phase 2, Construction Engineering services), for all services incidental and costs required hereunder, Consultant shall be paid on a time and material basis in accordance with the scope of work set forth in Exhibits A-3 Task 2 and A-3.i of this Agreement in accordance with paragraph 2.d below, provided further that Consultant agrees to perform all services described in Exhibits A-3 Task 2 and A-3.i for an amount not to exceed $128,000 without prior written approval of the County.

d. For all work performed on a time and materials basis, Consultant shall submit its bills in arrears on a monthly basis in a form approved by the Department Head**.** 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. Consultant agrees to maintain the terms and rates in Exhibits A and B for the first 3 years of the contract and may receive a CPI rate increase for each of the subsequent two one year extensions. In addition, for Exhibit B expenses, i) Consultant must receive prior written approval from County before hiring a sub-consultant or contractor ii) except for reproduction expenses, out-of pocket expenses exceeding $100 must be approved in writing in advance by County in order to be reimbursable iii) Air Transportation shall be limited to coach fare and iv) Lodging and Sustenance shall be limited to a daily *per diem* of $200.

e. For the work identified in Exhibit E of this Agreement (Security and Access Control Installation) for all services and incidental costs required hereunder, Consultant shall be paid on a time and material basis in accordance with the budge specified in Exhibit E and the rate schedule set forth in Exhibit B of this Agreement as modified in paragraph 2.d above, provided further that Consultant agrees to perform all services described in Exhibit E for an amount not to exceed $50,000 without prior written approval of the County.

f. For the work identified in Exhibit F of this Agreement (Property Acquisition Program Management Services) for all services and incidental costs required hereunder, Consultant shall be paid on a time and material basis in accordance with the budget specified in Exhibit F and the rate schedule set forth in Exhibit B of this Agreement as modified in paragraph 2..d above, provided further that Consultant agrees to perform all services described in Exhibit F for an amount not to exceed $41,450 without approval of County.

g. For the work identified in Exhibits G and G-1 of this Agreement (Property Acquisition Program Management Services) for all services and incidental costs required hereunder, Consultant shall be paid on a time and material basis in accordance with the scope of work set forth in Exhibits G and G-1 of this Agreement as modified in paragraph 2.d above, provided further that the Consultant agrees to perform all services described in Exhibits G and G-1 for an amount not to exceed $152,808 without prior written approval of County.

h. For the work identified in Exhibit J of this Agreement (General Services) for all services and incidental costs required hereunder, Consultant shall be paid on a time and material basis in accordance with paragraph 2.d above, provided further that Consultant agrees to perform all

services described in exhibit J for an amount not to exceed $54,000 without prior written approval of County.

i. For the work identified in Exhibit L of this Agreement (Land Acquisition – December 2011 Scope of Work) for all services and incidental costs required hereunder, Consultant shall be paid on a time and material basis in accordance with paragraph 2.d above, provided further that Consultant agrees to perform all services described in Exhibit L for an amount not to exceed $186,240 without prior written approval of County

j. For the work identified in Exhibit L-1 of this Agreement (Property Acquisition Program Management Services) for all services and incidental costs required hereunder, Consultant shall be paid on a time-and-expense basis in accordance with paragraph 2.d above, provided further that Consultant agrees to perform all services described in Exhibit L-1 for an amount not to exceed $160,276 without approval of County.

k. For the work identified in Exhibit L-2 of this Agreement (Property Acquisition Program Management Services) for all services and incidental costs required hereunder, Consultant shall be paid on a time-and-expense basis in accordance with paragraph 2.d above, provided further that Consultant agrees to perform all services described in Exhibit L-2 for an amount not to exceed $337,906 without approval of County.

l. For the work identified in Exhibit M of this Agreement (Permitting Support) for all services and incidental costs required hereunder, Consultant shall be paid on a time-and-expense basis in accordance with paragraph 2.d above, provided further that Consultant agrees to perform all services described in Exhibit M for an amount not to exceed $30,000 without approval of County.

m. For the work identified in Exhibit N of this Agreement (Property Acquisition Program Management Services) for all services and incidental costs required hereunder, Consultant shall be paid on a time-and-expense basis in accordance with paragraph 2.d above, provided further that Consultant agrees to perform all services described in Exhibit N for an amount not to exceed $190,817 without approval of County.

n. For the work identified in Exhibit S of this Agreement (Construction Services) for all services incidental costs required hereunder, Consultant shall be paid on a time-and-expense basis in accordance with paragraph 2.d above, provided further that Consultant agrees to perform all services described in Exhibit S for an amount not to exceed $2,987,228 without approval of the County.

2.1 Lump Sum Work

a. For the work identified in Exhibit A-2 Task 1 of this Agreement (Back-Up Airfield Electrical Generator, Design and Bidding Services), for all services and incidental costs required thereunder, Consultant shall be paid a lump sum of $30,000 for completion of all work, in

accordance with the amounts specified in the budget for each sub task of Task 1 specified in Exhibit A-2, regardless of the number of hours or length of time necessary for Consultant to complete the services.

b. For the work identified in Exhibit A-3 Task 1 of this Agreement (Taxiway "Z" Rehabilitation Phase 2, Design and Bidding Services), for all services and incidental costs required thereunder, Consultant shall be paid a lump sum of $71,500 for completion of all work, in accordance with the amounts specified in the budget for each sub task of Task 1 specified in Exhibit A-3, regardless of the number of hours or length of time necessary for Consultant to complete the services.

c. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of any sub task of work identified in Exhibit A-2 Task 1 or Exhibit A-3 Task 1. Specified amounts will only be paid for completion of each sub task. Upon completion of a sub task, Consultant may submit a bill for payment for such completed work no more than on a monthly basis in a form approved by County's Auditor and the Department Head. The bill shall identify the services completed and the amount charged.

d. For the work identified in Exhibit C of this Agreement (Apron A Rehabilitation), for all services and incidental costs required thereunder, Consultant shall be paid a lump sum of $15,000 for completion of all work, regardless of the number of hours or length of time necessary for Consultant to complete the services.

e. For the work identified in Exhibit D of this Agreement (Passenger Terminal Rehabilitation), for all services and incidental costs required thereunder, Consultant shall be paid a lump sum of $40,000 for completion of all work, regardless of the number of hours or length of time necessary for Consultant to complete the services.

f. For the work identified in Exhibit F of this Agreement (Property Acquisition Program Management Services) for all services and incidental costs required hereunder, Consultant shall be paid on a time lump sum of $3,550 for completion of all work, regardless of the number of hours or length of time necessary for Consultant to complete the services.

g. For the work identified in Exhibit G and G-1 of this Agreement (Property Acquisition program Management Services), for all services and incidental costs required thereunder, Consultant shall be paid a lump sum of $8,450 for completion of all work, regardless of the number of hours or length of time necessary for Consultant to complete the services.

h. For all work identified in Exhibit H of this Agreement (STS Runways 14-32 and 1-19 Aeronautical Survey Services), for all services and incidental costs required thereunder, Consultant shall be paid a lump sum of $84,600 for completion of all work, regardless of the number of hours or length of time necessary for Consultant to complete the services.

i. For the work identified in Exhibit I of this Agreement (Terminal Remodel) for all services and incidental costs required hereunder, Consultant shall be paid on a time and material basis in

accordance with the scope of work set forth in Exhibit I of this Agreement as modified in paragraph 2.d above, provided further that Consultant agrees to perform all services described in Exhibit I for an amount not to exceed $65,000 without approval of County.

j. For the work identified in Exhibit K of this Agreement (Runways 14 and 19 Safety Area Improvements) for all services and incidental costs required thereunder, Consultant shall be paid on a lump sum of $2,507,134, for completion of all work, regardless of the number of hours or length of time necessary for Consultant to complete the services.

k. For the work identified in Exhibit O of this Agreement (Approach Protection Plan) for all services and incidental costs required thereunder, Consultant shall be paid on a lump sum of $37,000. For completion of all work, regardless of the number of hours or length of time necessary for Consultant to complete the services

l. For the work identified in Exhibit P of this Agreement (Terminal Additions and Remodel Concept Design) for all services and incidental costs required thereunder, Consultant shall be paid on a lump sum of $58,562, for completion of all work, regardless of the number of hours or length of time necessary for Consultant to complete the services.

m. For the work identified in Exhibit Q of this Agreement (Hangar Property Conditions Assessment) for all services and incidental costs required thereunder, Consultant shall be paid a lump sum of $26,604, for completion of all work, regardless of the number of hours or length of time necessary for Consultant to complete the services

n. For the work identified in Exhibit G-2 of this Agreement (Property Acquisition Program Management Services) for all services and incidental costs required thereunder, Consultant shall be paid a lump sum of $17,493, for completion of all work, regardless of the number of hours or length of time necessary for Consultant to complete the services.

o. For the work identified in Exhibit K-1 of this Agreement (Runways 14 and 19 Safety Area Improvements) for all services and incidental costs required thereunder, Consultant shall be paid on a lump sum of $84,000, for completion of all work, regardless of the number of hours or length of time necessary for Consultant to complete the services.

3. Term of Agreement. The term of this Agreement shall be from December 8, 2009 to August 31, 2015 and may be extended for two additional one year extensions if mutually agreed upon in writing by both parties unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Change in Funding. Consultant understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Consultant in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which the County anticipated using to pay Consultant for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due under this Agreement.

4.4 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.5 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

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

5. Indemnification.

Consultant agrees to accept responsibility for loss or damage to any person or entity, including County, and to defend, indemnify, hold harmless, and release County, its officers, agents, and

employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant hereunder, 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. 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. This indemnification provision survives this Agreement.

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

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Amendments addressing the additional services referenced in Paragraph 1.2 above which do not exceed a total amount of $150,000 per fiscal year for a cumulative total of $450,000 may be executed by the Department Head in a form approved by County Counsel. Amendments to the Scope of Services specified in Exhibit A which do not exceed a cumulative total of $25,000 may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby

agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

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

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

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

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

9.6 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, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations

in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

9.10 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly

deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

10. Federal Provisions

10.1 Compliance with Regulations**.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may

be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

10.2 Nondiscrimination**.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

10.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

10.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

10.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
b. Cancellation, termination, or suspension of the contract, in whole or in part.

10.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the

sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.7 Airport And Airway Improvement Act Of 1982, Section 520 – General Civil Rights Provisions. The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964**.**

10.8 Disadvantaged Business Enterprises. Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

10.9 Lobbying And Influencing Federal Employees.

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

10.10 Trade Restriction Clause. The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

10.11 Certification Regarding Debarement, Suspension, Ineligibility and Voluntary Exclusion. The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

11. 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.

12. 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.

13. 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:
Charles M. Schulz-Sonoma County Airport
Attn: Jon Stout
2290 Airport Blvd
Santa Rosa, CA 95403
(707) 565-7243

TO: CONSULTANT:
Mead & Hunt, Inc.
133 Aviation Boulevard, Suite 100
Santa Rosa, California 95403
Phone (707) 526-5010 Fax: (707) 526-9721

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

CONSULTANT: MEAD & HUNT, INC

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

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

By:_____
Department Head

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By:
_____
County Counsel

Date: _____

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST

By: _____
Clerk of the Board of Supervisors

Date: _____

# Exhibit 'K-1'

# CHARLES M. SCHULZ–SONOMA COUNTY AIRPORT
## Runways 14 and 19 Safety Area Improvements, Phases I and II
## Design Engineering Scope of Work

**AIP Nos. 3-06-0241-44 & 45**

**Mead & Hunt, Inc. Project No. 19435-00-11001**

**May 2013**

## PROJECT DESCRIPTION

For the work described as "Runways 14 and 19 Safety Area Improvements, Phases I and II as specified in Exhibit "K" (Amendment No. 2 of the First Amended Agreement), the County of Sonoma (COUNTY) agrees to pay Mead & Hunt, Inc. (CONSULTANT) an additional Eighty-four Thousand Dollars ($84,000) to compensate for unanticipated work that was not included in the original proposal. This will increase the lump sum fee (indicated in Exhibit "K" of the First Amendment) for this task from Two Million Five Hundred Seven Thousand One Hundred Thirty-four Dollars ($2,507,134) to Two Million Five Hundred Ninety-one Thousand One Hundred Thirty-four Dollars ($2,591,134).

1.0 ADDITIONAL PROJECT DESIGN ELEMENTS

1.1 Redesign of Taxiway H and Alternatives Analysis ($2,000)
Taxiway H was designed in accordance to the submitted ALP. This work included the redesign, alternatives analysis, and coordination of a revised Taxiway H pavement geometry, drainage, markings, and electrical layout. This work was requested by the Airport based on the FAA's concern with the Taxiway A, Taxiway H, and Runway 1-19 (2-20) pavement geometry that was shown in the original design documents.

1.2 Taxiway A3 Relocation and Redesign (M&H = $7,000; GHD = $3,000)
Taxiway A3 was designed in accordance to the submitted ALP. This work included updating the design documents to reflect the relocation of Taxiway A3. The taxiway was moved north approximately 500 feet, in order to accommodate lighter aircraft that may want to utilize the run-up apron and request a midfield departure. The taxiway was moved after the 90% design documents were submitted. This change required redesign of the taxiway pavement, grading, drainage, markings, electrical systems, and phasing sheets.

1.3 Runway 1-19 (2-20) Magnetic Declination Change ($3,000)
This work included updating the design documents to reflect the recent change in the magnetic declination for Runway 1-19 to Runway 2-20. This change was requested by the FAA in writing and was discovered during the new runway approach procedure development process.

1.4 Preparation of FAA SRM Change Proposal Document ($20,000)
This work included the preparation of the FAA Change Proposal document, not included in the original design proposal, which was required by the Airport in order to begin the Safety Risk Management (SRM) process for the project. The FAA Air Traffic Control Tower (ATCT) requested the Airport prepare and submit a Change Proposal document to begin the formal

SRM process. The document was developed using the project Construction Safety and Phasing Plan (CSPP) as a basis. The document presented the CSPP from an Airport-user point of view rather than the contractor point of view. The additional work included revisions to graphic and text from the CSPP and preparation of a draft document for the Airport to submit to the FAA.

1.5 Multiple Bid Schedule Development and Preparation (TBD)
The original proposal included up to two design bid alternatives. This work included the development of four (4) bid schedules to allow the Airport flexibility in the project award. The work included separating and assigning each bid item with a bid schedule, updating the plans and specifications, and the development of award strategy.

1.6 On-Airport Tree Removal Coordination and Design
(M&H =$15,640, B&R = $13,160, Hodgin = $1,200, Total = $30,000)

1.6.1 *Tree Removal Coordination and Design*. This work included the coordination and design of the on-airport tree removal portion of the project. This work was originally excluded from the design contract because the complete scope of work was unknown at the time. The work became necessary to facilitate the environmental permit application process.

1.6.2 *Tree Removal and Identification (Subconsultant Hodgin & Sons Tree Care).* This work included the removal of select trees and brush in the identified tree removal area on the Airport. This work was necessary to ensure all of the existing trees were surveyed, identified, and recorded in order to be included in the bid documents.

1.6.3 *Tree Removal Survey Work (Subconsultant Brelje & Race, Inc.).* This work included the survey, measurement, and tagging of trees that will be removed, topped, or remain as part of the project.

1.7 Two Week Extension of Bidding Services
This work included the extension of bid services for an additional two weeks. The original bid date was extended because of the complexity of the project. The time extension required additional documentation and coordination to facilitate bid questions and RFI's.

1.8 Construction Audit Monthly Progress Payment Projections (M&H = $2,500)
This work included developing projected monthly construction estimates based on the Engineer's estimate and schedule. The work was requested by the Airport in order to provide an accurate estimate to the finance department for potential project expenditures. This work included refinement of the contractor schedule and division of bid schedules into monthly expected contractor pay requests.

2.0 AOA PERIMETER FENCE SMALL PURCHASE ORDER (M&H = $7,500, B&R = $7,800, Total = $15,300)

This work included the survey, design, and development of bid documents for the Airport to solicit bids to install a new AOA perimeter fence around the newly acquired property along Sanders Road and Laughlin Road.

2.1 Parcel No. 164-015-025 Property Limit Survey (Subconsultant Brelje & Race, Inc. (B&R))

2.2 Parcel No. 164-170-010 and 164-170-011 Land Acquisition Property Limit Survey (Subconsultant Brelje & Race, Inc.)

3.0 ADDITIONAL ENVIRONMENTAL ASSISTANCE (B&R = $1,200)

3.1 Taxiway D Goldfield Location Survey (Subconsultant Brelje & Race, Inc.)
This work included the survey of proposed grading limits for Taxiway D at the southwest end of Runway 32. The proposed grading limits were staked in the field in locations identified as goldfield habitat. This work was performed by the request of the Airport.

| SUMMARY OF COSTS | | |
|---|---|---|
| 1.1 | Redesign of Taxiway H and Alternatives Analysis | $2,000 |
| 1.2 | Taxiway A3 Relocation and Redesign (M&H = $7,000; GHD = $3,000) | $10,000 |
| 1.3 | Runway 1-19 (2-20) Magnetic Declination Change | $3,000 |
| 1.4 | Preparation of FAA SRM Change Proposal Document | $20,000 |
| 1.5 | Multiple Bid Schedule Development and Preparation (TBD) | TBD |
| 1.6 | On-Airport Tree Removal Coordination and Design (M&H =$15,640, B&R = $13,160, Hodgin = $1,200) | $30,000 |
| 1.7 | Two Week Extension of Bidding Services | No Charge |
| 1.8 | Construction Audit Monthly Progress Payment Projections | $2,500 |
| 2.0 | AOA Perimeter Fence Small Purchase Order (M&H = $7,500, B&R = $7,800) | $15,300 |
| 3.0 | Additional Environmental Assistance (B&R = $1,200) | $1,200 |
| | **TOTAL** | **$84,000** |

# SUMMARY OF PROPOSED ORDINANCE

**SUMMARY OF A PROPOSED ORDINANCE AMENDING THE SONOMA COUNTY CODE CHAPTER 34 TO ADD PARITCIPATING COUNTIES AND REVISE THE FORMULA FOR DETERMINING THE NUMBER OF PARTNERSHIP HEALTHPLAN OF CALIFORNIA COMMISSION SEATS PER COUNTY.**

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On July 30, 2013, the Sonoma County Board of Supervisors will consider adoption of an ordinance to amend Chapter 34 of the Sonoma County Code entitled County Organized Health System. The proposed ordinance would add eight participating counties and revise the formula for appointment to a multi-county commission called Partnership HealthPlan of California (PHC) that negotiates with the California Department of Health Care Services for the arrangement of provision of health care services. The eight additional counties served by PHC that would be given seats on the PHC Commission include the counties of Del Norte, Humboldt, Lake, Lassen, Modoc, Shasta, Siskiyou and Trinity. The revised formula under which the number of Commission seats per county will be allocated would be based upon the number of Medi-Cal beneficiaries within each county. Under the revised formula Sonoma County would have four seats, down from the current five.

The Board of Supervisors' consideration of the ordinance will be held in the Board of Supervisors Chambers, 575 Administration Drive, Room 102A, Santa Rosa, California. Copies of the proposed ordinance are available for public inspection and copying from the Clerk of the Board of Supervisors, 575 Administration Drive, Room 100A, Santa Rosa, California, during regular business hours.

Clerk of the Board of Supervisors

By _____
Deputy Clerk

**Exhibit** R

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

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

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

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

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
   - **d.** **County of Sonoma, its officers, agents and employees** shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.

**e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

**f.** The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

**g.** The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

**h.** *Required Evidence of Insurance:*

- **i.** Copy of the additional insured endorsement or policy language granting additional insured status;
- **ii.** Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
- **iii.** Certificate of Insurance.

**3. Automobile Liability Insurance**

**a.** Minimum Limits: $1,000,000 combined single limit per accident.

**b.** Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

**c.** Insurance shall apply to hired and non-owned autos.

**d.** *Required Evidence of Coverage*: Certificate of Insurance.

**4. Professional Liability/Errors and Omissions Insurance**

**a.** Minimum Limit: $3,000,000 per occurrence.

**b.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

**c.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

**d.** Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

**e.** *Required Evidence of Coverage*: Certificate of Insurance.

**5. Standards for Insurance Companies**

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

**6. Documentation**

**a.** The Certificate of Insurance must include the following reference: Airport RSA Project

**b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

**c.** The name and address for Additional Insured endorsements and Certificates of Insurance is:

Sonoma County Department of Transportation and Public Works.
Attn: Angela Silvestri
2300 County Center Dr. B-100 Santa Rosa, CA 95403
Angela.Silvestri@sonoma-county.org

**d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

**e.** Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

**f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**7. Policy Obligations**

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

**8. Material Breach**

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

# CHARLES M. SCHULZ – SONOMA COUNTY AIRPORT
# Runway Safety Area Improvements
# Construction Services Work Scope

**June 2013, Revision 1**

## PROJECT DESCRIPTION

The Runway Safety Area Improvements Project (Project) consists of a three-season Project with up to two planned winter shutdowns. The Project's complexity will require the full-time services of a Project Manager, Resident Engineer, and Construction Observer(s). In addition, specialty services will be provided by Senior Project Engineers and Electrical, Structural, and Geotechnical Engineers.

Due to the uncertainties as to when and how much funding will be available, as well as the timing of environmental permits, it is imperative that the County of Sonoma (COUNTY) have flexibility as to when various work elements are awarded. To provide flexibility, all the work covered by the Contract Documents has been separated into four (4) Bid Schedules (A – D), each with its own award date and Notice to Proceed. The COUNTY intends to award Bid Schedules A and B to begin construction in 2013 and Bid Schedules C and D for construction to begin in 2014, all depending on the availability of funds. ***This scope of work <u>does not</u> include services for Bid Schedule C and D work*.**

### BID SCHEDULE A

#### FIRST CONSTRUCTION SEASON (8/1/13 – 10/15/13)
#### PRE-PERMIT CONSTRUCTION IMPROVEMENTS

1. Runway 1-19 (2-20) rubber removal, seal coat, and new non-precision instrument marking.
2. Runway 1-19 (2-20) lighting and signing installation (within pavement limits).
3. Install approximately 500 feet of the 885-foot long (30 feet X 8 feet) box culvert multi-cell structure under the Runway 14 Safety Area.
4. Taxiway D lighting, signing, and marking from Runway 32 to Taxiway V (B).
5. New Emergency Backup Generator, including paving, grading, drainage, fencing, and power service installation at existing airfield electrical vault.
6. Airfield electrical vault improvements.
7. Airport Traffic Control Tower lighting control panel modifications. Hybrid PLC based L-880 control system and circuit homerun installation.

### BID SCHEDULE B

#### FIRST CONSTRUCTION SEASON IMPROVEMENTS (8/1/13 – 10/15/13)

1. Runway 1 (2) supplemental wind cone and blast pad.
2. Construct Parallel Taxiway V (B) (3,400 feet X 50 feet) and connector taxiways (2 @ 300 feet X 50 feet) serving Runway 1-19 (2-20), including drainage, lighting, signing, and marking.
3. Reconstruct and widen Taxiway B (D) (1,300 feet X 50 feet) including drainage, lighting, signing, and marking.

4. Realign Taxiway D (E) at Runway 1 (2) including drainage, lighting, signing, and marking.
5. On-airport phased brush and tree removal in the Runway 14 approach.
6. Power service for FAA Localizer and PAPI (Localizer and PAPI relocation by FAA).
7. Construct Runway 14 Access Road.
8. Electrical vault improvements and regulator replacement.
9. Temporary and permanent erosion control planting as required by construction.

**SECOND CONSTRUCTION SEASON IMPROVEMENTS (4/15/14 – 10/15/14)**

1. Haul and place embankment for Runway 14, 19 (20), and Taxiway Y (A) extension.
2. Runway 14-32 extension (885 feet X 150 feet), blast pad construction (200 feet X 200 feet), lighting, signing, and marking.
3. Final Runway 14 Safety Area construction (1,000 feet X 500 feet) including tree/brush clearing and filling of wetlands/pond (commenced in Phase I).
4. Runway 14-32 rubber and marking removal, seal coat, and new marking.
5. Parallel Taxiway Y (A) extension (1,000 feet) including connector taxiway, lighting, signing, and marking.
6. Replace Taxiway Y (A) circuitry, lighting, and signing.
7. Complete the realignment of Airport Creek, including replanting and irrigation system.
8. Runway 1-19 (2-20) extension (200 feet X 100 feet) including lighting, circuitry, signing, marking, and new blast pad (200 feet X 140 feet).
9. Construct run-up apron serving Runway 14 and Runway 19 (20).
10. Pavement demolition including the removal of the existing Runways 14 and 19 (20) run-up apron, two obsolete access taxiways to Runway 14, and Taxiway D between Taxiway V and Runway 1-19 (2-20).
11. Construct new access taxiways (1 @ 300 feet X 50 feet) between Taxiway Y and Runways 14-32 and 19 (20), including drainage, lighting, signing, and marking.
12. Update and replace all airfield guidance signs.
13. Relocate/realign Redwood Creek and install remaining portion of 885-foot long (30 feet X 8 feet) box culvert multi-cell structure under the Runway 14 Safety Area.
14. Construction of Underground Retention Structure.
15. Construction of North Detention Basin.
16. Construct 825 feet of high-water box culvert (4 feet X 8 feet) between Ordinance Creek and Airport Creek.
17. South Detention Pond modification (Runway 32). Drain and replace existing outlet structure.
18. Sonoma County Water Agency coordination for the removal of irrigation systems and protection or relocation of waste water pressure main for irrigation system.
19. Construct Runway 32 Service Road.

**THIRD CONSTRUCTION SEASON IMPROVEMENTS (4/15/15 – 7/15/15)**

1. Any work not completed in Second Construction Season.

**SPECIALTY CONSTRUCTION SERVICES**

1. SWPPP quality assurance and management assistance.
2. Arborist for tree identification removal.
3. FAA Reimbursable Agreement coordination.
4. FAA Safety Risk Management (SRM) coordination.
5. Stakeholder coordination and Public Outreach.
6. Update charts, facilities directory, and Form 5010 (Runway 2-20 threshold displacement, Runway 14-32, Runway 20 extension).
7. Update ALP, APMS, and Part 139 Sign and Marking Plans to reflect improvements.
8. Structural review for box culvert and bridges.
9. Archeologist for cultural sites.
10. Landscape Architect for creek replanting.

**GENERAL SUMMARY OF MAJOR PROJECT QUANTITIES**

1. 200,000 cubic yards of total earthwork.
2. 100,000 cubic yards of borrow placed for embankment.
3. 100,000 square yards of lime treated subgrade.
4. 40,000 cubic yards of aggregate base course.
5. 38,000 tons of asphalt concrete.
6. 885-foot (30 feet X 8 feet) box culvert structure and bypass culvert.
7. One emergency generator.

This Work Scope includes all Engineering Services to be rendered by MEAD & HUNT, Inc. (CONSULTANT) for the COUNTY after the award of a construction contract. This Scope of Work assumes an approximate 800-calendar day construction contract and 300 working days of full-time construction observation exclusive of weekends, holidays, and nights in excess of the sixty-five (65) working days allocated in the Project Specifications. Materials testing will be performed in conformance with the Project Specifications by a certified geotechnical lab under the direction of CONSULTANT.

## PHASE I PRE-CONSTRUCTION

1.0 PRE-CONSTRUCTION CONFERENCE AND JOB WALK

1.1. CONSULTANT will arrange for and conduct a pre-construction conference and pre-construction job walk. The Project Manager and Resident Engineer will establish this meeting to review Federal Aviation Administration (FAA) and Project-specific requirements

prior to commencing construction. The meeting will be conducted at the Airport and will include the COUNTY, representatives of FAA Airports District Office and Air Traffic Control (if possible), Contractor, subcontractors, Airport tenants affected by construction, and utility companies. This task will include the following:

a. Schedule meetings, send invitations, provide meeting materials, prepare pre-meeting exhibits and materials, and prepare meeting minutes.

b. Obtain and review the Project construction schedules from the Contractor or Contractors prior to presentation at the pre-construction conference. The COUNTY should be provided with copies of all the construction schedules.

c. Provide the Contractor with a list of required submittals that they must provide and discuss at the pre-construction conference.

d. Preside at the pre-construction conference(s), prepare a detailed record of the conference, submit record to the COUNTY for review and comment, and distribute the final record.

e. Assist the COUNTY with the preparation of the construction Grant Application(s).

f. Distribute “construction set” including Plans and Specifications incorporating all bid addenda and clarifications.

g. Two (2) preconstruction interested party meetings. Presentations will include but are not limited to allowing the public to review Project and phasing.

2.0 COORDINATE AND SCHEDULE PROJECT TEAM

2.1 The CONSULTANT will contact all subconsultants and internal team and establish a preliminary schedule for their activities, arrange for security badges, and discuss access issues. All subconsultants will be asked to attend the preconstruction conference(s).

2.2 The CONSULTANT will coordinate additional meetings and or site visits with all interested parties (FAA North Bay SSC, FAA ATCT, FAA ADO, Contractor and subconsultants) as necessary to facilitate construction startup and minimize potential disruptions to Airport operations.

2.3 The CONSULTANT will coordinate and negotiate with all subconsultants for scope of work and fees. This task will also include the preparation of all subconsultant contracts.

3.0 PREPARE CONSTRUCTION MANAGEMENT PLAN

3.1 CONSULTANT shall finalize the FAA required Construction Management Plan (CMP) and submit to the COUNTY and FAA for approval prior to construction.

4.0 PREPARE PROJECT FILES

4.1 The CONSULTANT will verify that the construction contracts are in order, the Contractor has met the Disadvantaged Business Enterprise (DBE) goals or made a good-faith effort towards meeting the goals that were submitted at bid opening, the Contractor has provided proof of insurance, the required bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans and Specifications.

4.2 The Construction Plans and Specifications will be updated to include all addenda items issued during the bidding process. The quantity sheets, testing sheets, and construction report format will be prepared. A total of twenty (20) hard copies will be produced.

4.3 The CONSULTANT will prepare Project files and equipment for use in the Engineer's Field Office.

5.0 FAA SAFETY RISK MANAGEMENT (SRM) COORDINATION

5.1 The CONSULTANT will attend the FAA coordinated SRM meetings (up to four) and provide updated CSPP documents as necessary based on SRM Panel review.

5.2 The CONSULTANT will prepare exhibits, update CSPP other materials as requested by the COUNTY and FAA to facilitate SRM Panel review.

5.3 The CONSULTANT will update and revise Project Plans, Specifications and CSPP as necessary based on recommendations from the SRM panel review.

PHASE I DELIVERABLES

- Pre-Construction Meeting Minutes – Electronic submittal.
- Construction Management Plan – Three (3) copies and electronic.
- Grant Application(s).
- Construction Plans and Specifications Set – Twenty (20 copies).
- Updated Construction Safety and Phasing Plan (CSPP)

## PHASE II CONSTRUCTION ADMINISTRATION

6.0 CONSTRUCTION ADMINISTRATION

6.1 The CONSULTANT agrees to provide Construction Administration Services required for the execution of the contracted work. A full-time Project Manager (PM) will be assigned to the Project and will be responsible for the overall administration and review of construction progress, Pay Requests, Change Orders, and other documentation. The PM will review and provide comment on quality control testing performed by the Contractor. The PM will be supported by a quality assurance principal throughout the Project.

The PM will review the Project on a daily basis to monitor construction activities. Construction Administration Services will include, but are not limited to, the following:

a. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. Evaluate the Contractor's suggestions on Drawings or Specifications modifications and report those suggestions to the COUNTY.

b. Review Shop Drawings and Contractor submittals of certificates for compliance with design concepts.

c. Attend and conduct weekly Contractor progress meetings.

d. Monitor and track DBE plan compliance in accordance with the FAA and COUNTY's current program.

e. Supervise and coordinate subconsultant contracts for field observation and testing.

f. Review all pay estimates and provide an explanation of variation between the contract and pay quantities.

g. Review weekly progress reports.

h. Review and respond to Contractor RFI's.

i. Meet with the COUNTY for consultation and advice during construction.

j. Assist COUNTY with the preparation of reimbursement requests from Grant Projects.

k. Verify that all testing required by the Specifications is performed, and review all material reports prepared in accordance with the Construction Management Plan.

l. Collect and review Contractor submitted payroll reports and monitor Contractor's compliance with paying employees, per the Davis-Bacon Act requirements.

m. Stakeholder coordination. This task shall include all public safety meetings (up to four) and coordination meetings, and material for disseminating Project information to the flying public and other interested parties. Deliverables include flyers and public notice mailers required for construction impacts and taxiway and runway name changes and closures.

n. Provide COUNTY with website updates describing past week's work and following week's work anticipated. Include one (1) meeting per calendar year to conduct user and interested party meeting to go over Project status and anticipated schedule for construction season.

o. Conduct up to two (2) winter shutdown coordination and startups (2013/2014).

p. Conduct up to two (2) pre-construction meetings for 2014 and 2015 startups.

q. Provide coordination as required for FAA Reimbursable Agreement.

r. Assist the COUNTY with the importing of SWPPP information.

s. Schedule weekly Construction Safety meetings, send invitations, provide meeting materials, prepare pre-meeting exhibits and materials, and prepare meeting minutes.

t. Schedule pre-paving meetings, send invitations, provide meeting materials, prepare pre-meeting exhibits and materials, and prepare meeting minutes, as needed.

u. Prepare Change Orders (up to eight) which will include a cost estimate, cost/price analysis, and record of negotiations. Prepare and negotiate all necessary interpretations and clarifications, additions and deletions to Change Orders, and supplemental agreements as required. Copies of the Change Order(s) shall be submitted to the COUNTY and the FAA for approval and signature before proceeding with the work. Any additional design or redesign, beyond the original design scope, would not be considered within this task.

v. Update charts, facility directories and Form 5010. Assist with Forms 7480, 7460 and other required FAA submittals as necessary during the Project.

w. Monitor Contractor compliance with environmental constraints included in the EA/EIR.

PHASE II DELIVERABLES

- Electronic or hard copy review of Contractor' submittals.
- Weekly progress reports to COUNTY and FAA.
- Monthly Contractor Pay Requests.
- Contract Change Orders (up to eight allocated).

## PHASE III RESIDENT ENGINEERING

7.0 RESIDENT ENGINEERING

7.1. This task will include resident engineering, quality assurance services, construction observation and on-site construction administration for the duration of the Project. The following personnel or teams will assist the Project Manager either full-time or during specific activities:

a. A full-time Resident Engineer (RE) – 300 working days.

b. A full-time Construction Observer (CO) – 300 working days.

c. A part-time Construction Observer (CO) – 65 working days/nights.

d. Part-time material testing quality assurance technicians for soils, aggregates, asphalt, and concrete materials – Subconsultant – as needed.

e. Part-time Electrical Quality Assurance Engineer – Subconsultant – 25 working days.

f. Landscape Architecture, creek landscaping quality assurance – Subconsultant – 5 working days.

g. An arborist will be on-site to coordinate the removal or topping of trees identified as obstructions – Subconsultant – 10 days on site has been allocated.

h. Provide Qualified SWPPP Developer (QSD) and Hydrology quality assurance – Subconsultant, to assist COUNTY with providing reports and updates for the state portal.

i. Provide archaeologist as a cultural resource specialist to monitor and observe the clearing and covering of the two minimum disturbance areas (MDA's), monitor the excavation of the culvert site for cultural artifacts, and prepare reports as required by the California Office of Historic Preservation – Subconsultant – 17 days on site has been allocated.

7.2. The RE will be on-site to coordinate and schedule staff, answer questions, observe quality control activities, process progress reports and pay requests, prepare weekly and daily progress reports, and record as-built changes. Additionally, the CO(s) will monitor compliance with Plans and Specifications, request Contractor field measurements, provide entries in the construction diary and report non-compliance issues to COUNTY.

All resident staff shall maintain construction diaries to record the construction history of the Project. A diary binder will be made available to the COUNTY upon request. The Project diaries shall include, but not be limited to, the following pertinent information: weather conditions, job site conditions, work in progress, general location of work, equipment in use,

Contractor's work force and hours worked, delivered materials, tests performed, failed tests (if any) and action taken, instructions to Contractors, record of visitors to Project and verbal or written instructions given, record of telephone conversations and any verbal instructions received or authorizations granted, engineering field force activity and hours worked, and any delays to construction and the reason for delays. The diary should be in a bound book of good quality that is easy to handle and carry.

7.3. Resident engineering services shall include, but are not limited to, the following:

a. Review and check layout and surveys conducted by the Contractor in accordance with the Plans and Specifications.

b. Check construction activities for compliance with Plans and Specifications.

c. Make necessary acceptance tests in accordance with the cited requirements and standard methods of FAA, Caltrans, ASTM, and AASHTO; record all test results on the appropriate forms; prepare a summary and disposition of all testing and materials inspection; record all deviating tests; conduct materials inspections and acceptance tests required by the FAA and observe and evaluate all such tests made by the Contractor in the field and laboratory as necessary in accordance with plans and Specifications; and monitor Contractor's performance of the required quality control tests and furnish copies of all test reports to the COUNTY. Any non-compliance issues shall immediately be reported to the Contractor and COUNTY.

d. Furnish the COUNTY and FAA with weekly construction progress and inspection reports.

e. Receive from Contractor and review the required maintenance and operating instructions, schedules, guarantees, bonds, inspection certificates, tests, approvals, etc.

f. Prepare and submit periodic estimates, including the final estimate, during the construction Project. Determine the amount owed to the Contractor and recommend those payment amounts in writing to the Contractor. Submit periodic payment recommendations to the COUNTY for concurrence and the FAA for federal participation payment requests. The payment recommendations will demonstrate that work has progressed to the point indicated for payment and that, to the CONSULTANT's best knowledge, information, and belief, the quality of such work is in accordance with the contract documents. The CONSULTANT, as an experienced and qualified professional, will make payment recommendations from information that is gathered during on-site visits, provided by the Contractor, reviewed from payment applications and accompanying data and schedules, and/or measured in the field.

g. Conduct observations to determine if the work is completed and ready for final acceptance. After consultation with the COUNTY, the CONSULTANT will furnish the Contractor with a list of items that were observed and require completion or correction.

h. Monitor the Contractor's compliance with the Construction Safety Phasing Plan (CSPP) and immediately bring any non-compliance issues to the attention of the Contractor.

i. Establish and conduct weekly construction progress meetings with the Contractor and stakeholders to discuss pertinent construction issues such as schedules, runway and taxiway closures, materials submittals, mix design approvals, pre-paving meetings, phasing meetings, secured area access, and the need for traffic control or gate guards.

## PHASE IV POST CONSTRUCTION SERVICES

8.0 FINAL INSPECTION AND DOCUMENTATION

8.1 Final Inspection
CONSULTANT will schedule and conduct up to three (3) final inspections with the COUNTY, Contractor, and FAA representatives to determine whether the Project has reached substantial completion for winter shutdown or final acceptance and verify that the work is in accordance with the Plans and Specifications. The CONSULTANT will document items found to be deficient and will provide the Contractor a listing of those items.

8.2 Final Punch List
CONSULTANT will prepare a punch list correspondence to include the deficient items and will forward the correspondence to the Contractor. It will state the items in need of correction and will request a schedule for completion. CONSULTANT will monitor and observe punchlist activities anticipate not to exceed fifteen (15) working days. The CONSULTANT will send a copy to the COUNTY and include a copy in the Grant Close-out Report.

8.3 Final Construction Certifications
Once all of the punch list items have been completed to the satisfaction of the COUNTY, and FAA, the CONSULTANT will prepare a COUNTY Certification of Final Construction Acceptance for the Project. This certification will also be included in the Final Construction Report.

9.0 RECORD DRAWINGS AND EQUIPMENT MANUALS

9.1 Record Drawings
The Project Team will collaboratively assemble the Project Record Drawings. The Record Drawings will detail field constructed conditions included as part of this Project and will include any field surveying required to compute final quantities. Any Drawings will become record information. The CONSULTANT will provide the COUNTY with a set of reproducible Record Drawings in both digital and hardcopy format.

9.2 Equipment Manuals
The Project Team will collaboratively assemble the equipment operation manuals for the Project. The Project equipment manuals will be collected and bound into one (1) document for use by the Airport. The COUNTY shall receive two (2) copies of the bound document.

9.3 AGIS Construction Survey (Not in Contract)

10.0 FINAL CONSTRUCTION REPORT (FCR)

10.1 Once the Project is complete, an FCR will be prepared and assembled in conformance with FAA Standards. Components of the report will include a summarization of the Project description, Project pay requests, change orders, Project certifications, documentation of final Project acceptance, and test results for all material testing performed during construction. As part of this task, the Project closeout will be coordinated with the COUNTY and FAA.

11.0 UPDATE FAA PART 139 AIRFIELD SIGNAGE PLAN TO REFLECT CONSTRUCTION CHANGES

12.0 UPDATE AIRPORT LAYOUT PLAN TO REFLECT RECORD DRAWINGS

13.0 UPDATE AIRPORT PAVEMENT MANAGEMENT SYSTEM (APMS)

PHASE IV DELIVERABLES

- Final Inspection Letter
- Final Construction Report – Three (3) bound copies.
- As-built Drawings – Reproducible hardcopy and electronic copy.
- Any Equipment Manuals – Three (3) bound copies.
- FAA Sign and Marking Plan Update – One (1) bound copy and one (1) electronic copy.
- ALP update – Copies per FAA request.
- APMS update – Three (3) bound and one (1) electronic copy.

## SCHEDULE OF COMPLETION

The CONSULTANT will complete all work identified in this Scope of Work in accordance with a schedule submitted by the Contractor and approved by the COUNTY. Construction Services are anticipated to be completed during the following approximate timeframes:

Phase I - Pre-Construction and Mobilization (7/1/13 to 7/30/13)

Phase II - Construction Administration (8/1/13 to 7/15/15) including two (2) winter shutdowns.

Phase III - Resident Engineering (8/1/13 to 10/15/13; 4/15/14 to 10/15/14; and 4/15/15 to 7/15/15)

Phase IV - Post Construction Services (7/15/15 to 8/15/15)

The CONSULTANT will complete the Final Construction Report, Revised Marking and Signing Plan, Updated Airfield Pavement Management System, Revised ALP and Record Drawings within thirty (30) working days of the receipt of a copy of the Notice of Completion filed by the COUNTY.

## COMPENSATION FOR SERVICES

**A.** Payment for work included in Phases I, II, III, and IV of this work scope shall be made on a time-and-expense basis in conformance with the Mead & Hunt, Inc., Standard Billing Rate Schedule, 2013**,** included as Attachment A to this Work Scope. The budget for these services is Two Million Nine Hundred Eighty-seven Thousand Two Hundred Twenty-eight Dollars ($2,987,228). This budget shall not be exceeded without written authorization from the COUNTY. The cost breakdown is included as Attachment B to this Scope.

**B.** Payment for any additional services requested by the COUNTY will be performed on a time-and-expense basis in conformance with the Mead & Hunt, Inc. Standard Billing Rate Schedule, 2013, included as Attachment A to this Work Scope. The CONSULTANT will establish the budget for additional services prior to the start of work and may not exceed the budget without written authorization from the COUNTY. Any additional services must be authorized in writing by the COUNTY.

Exhibit S

**ATTACHMENT A**

# MEAD & HUNT, Inc.
# Western Standard Billing Rate Schedule
# Effective January 1, 2013

**Standard Billing Rates**

| | |
|---|---|
| Clerical | $75.00 / hour |
| Interior Designer, Technical Editor | $100.00 / hour |
| Senior Editor | $148.00 / hour |
| Registered Land Surveyor | $114.00 / hour |
| Accounting, Administrative Assistant | $92.00 / hour |
| Technician I, Technical Writer | $85.00 / hour |
| Technician II, Surveyor - Instrument Person | $100.00 / hour |
| Technician III | $108.00 / hour |
| Technician IV | $130.00 / hour |
| Senior Technician | $155.00 / hour |
| Engineer I, Scientist I, Architect I, Planner I | $117.00 / hour |
| Engineer II, Scientist II, Architect II, Planner II | $129.00 / hour |
| Engineer III | $140.00 / hour |
| Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist | $159.00 / hour |
| Project Engineer, Project Scientist, Project Architect, Project Planner | $172.00 / hour |
| Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner | $210.00 / hour |
| Senior Associate | $225.00 / hour |
| Principal | $265.00 / hour |
| Senior Client/Project Manager | $265.00 / hour |

**Expenses**

| | |
|---|---|
| Geographic Information or GPS Systems | $32.00 / hour |
| Total Station Survey Equipment | $16.00 / hour |
| Charges for other equipment may appear in a proposal | |
| Out-Of-Pocket Direct Job Expenses | cost plus 15% |
| Such as reproductions, sub-consultants / contractors, etc. | |

**Travel Expense**

| | |
|---|---|
| Company or Personal Car Mileage | $0.90 / mile |
| Air and Surface Transportation | cost plus 15% |
| Lodging and Sustenance | cost plus 15% |

**Billing & Payment**

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

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This schedule of billing rates is effective January 1, 2013, and will remain in effect until December 31, 2013, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

ATTACHMENT B

# Construction Engineering Fee

**AIRPORT:** Charles M. Schulz - Sonoma County Airport
**LOCATION:** Santa Rosa, California
**AIP PROJECT NO.** 3-06-0241-47
**PROJECT DESCRIPTION:** Runway Safety Area Improvements Project CM

**PROJECT NUMBER:** R1943500-115408.01
**DATE:** 6/1/13
**REV. NO:** 1

| | PHASE I - PRE-CONSTRUCTION | Engineering Fee |
|---|---|---|
| 1.0 | Pre-Construction Conference and Job Walk | $24,556.00 |
| 2.0 | Coordinate and Schedule Project Team | $10,380.00 |
| 3.0 | Prepare Construction Management Plan (CMP) | $4,203.00 |
| 4.0 | Prepare Project Files | $16,894.00 |
| 5.0 | Safety Risk Management Plan | $55,210.00 |
| | Expenses | $12,420.00 |
| | **TOTAL PHASE I - PRE-CONSTRUCTION** | **$123,663.00** |
| | **PHASE II - CONSTRUCTION ADMINISTRATION** | |
| 6.0 | Construction Administration | $662,041.00 |
| | Expenses | $3,500.00 |
| | **TOTAL PHASE II - CONSTRUCTION ADMINISTRATION** | **$665,541.00** |
| | **PHASE III - RESIDENT ENGINEERING** | |
| 7.0 | Resident Engineering | $1,402,230.00 |
| | Expenses | $21,000.00 |
| | **TOTAL PHASE III - RESIDENT ENGINEERING** | **$1,423,230.00** |
| | **PHASE IV - POST CONSTRUCTION SERVICES** | |
| 8.0 | Final Inspections (3) and Documentation | $59,882.00 |
| 9.0 | Record Drawings, Equipment Manuals and Materials Book | $62,602.00 |
| 10.0 | Final Construction Report | $19,496.00 |
| 11.0 | Update Airfield Signage Plan (to reflect construction changes) | $8,794.00 |
| 12.0 | Airport Layout Plan (to reflect as-built changes) | $5,040.00 |
| 13.0 | Update Airport Pavement Maintenance Plan | $16,434.00 |
| | Expenses | $19,350.00 |
| | **TOTAL PHASE IV - POST CONSTRUCTION SERVICES** | **$191,598.00** |
| | **TOTAL MEAD & HUNT FEES** | **$2,404,032.00** |

| DIRECT SUB CONSULTANTS | Fee |
|---|---|
| Survey (QA, As-Built, Aerial) | $20,000.00 |
| Construction Materials and Soil QA Testing | $460,622.00 |
| Airport Creek Planting Inspection - Landscape Architecture | $4,968.00 |
| Electrical Engineering QA | $40,825.00 |
| QSD and Hydrology Quality Assurance | $29,451.00 |
| Arborist | $15,600.00 |
| Cultural Resource Specialist - Archeologist | $11,730.00 |
| **TOTAL DIRECT SUB CONSULTANTS** | **$583,196.00** |

| | |
|---|---|
| **TOTAL ENGINEERING FEES** | **$2,987,228.00** |

ATTACHMENT B

| Item No. | | Principal Engineer / QA $225.00 | Project Engineer Project Manager $172.00 | Construction Observer / Eng. I $117.00 | RE / Sr. Eng. $159.00 | Structural Engineer / Proj. Eng. $172.00 | Sr. Planner $159.00 | Sr. Tech $155.00 | Technical Writer $85.00 | Clerical $75.00 | Total Hours | | Cost Summary |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **PHASE I - PRE-CONSTRUCTION** | | | | | | | | | | | | |
| 1.0 | **Pre-Construction Conference and Job Walk** | | | | | | | | | | | | |
| • | Schedule and coordinate meeting and materials (3) | 2 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 30 | | $4,878.00 |
| • | Obtain and review construction schedules (3) | 8 | 16 | 8 | 16 | 0 | 0 | 0 | 0 | 0 | 48 | | $8,032.00 |
| • | Assist County with grant applications | 2 | 8 | 0 | 0 | 0 | 0 | 2 | 2 | 1 | 15 | | $2,381.00 |
| • | Provide contractor with required submittals | 1 | 6 | 0 | 16 | 0 | 0 | 0 | 8 | 4 | 35 | | $4,781.00 |
| • | Conduct pre-construction conference | 4 | 8 | 4 | 6 | 0 | 4 | 0 | 0 | 2 | 28 | | $4,484.00 |
| | **Estimated Total Man-hours** | **17** | **62** | **12** | **38** | **0** | **4** | **2** | **10** | **11** | **156** | | |
| | Summary Costs | $3,825.00 | $10,664.00 | $1,404.00 | $6,042.00 | $0.00 | $636.00 | $310.00 | $850.00 | $825.00 | | | **$24,556.00** |
| 2.0 | **Coordinate and Schedule Project Team** | | | | | | | | | | | | |
| | **Estimated Total Man-hours** | **4** | **24** | **8** | **24** | **0** | **0** | **0** | **0** | **8** | **68** | | $10,380.00 |
| | Summary Costs | $900.00 | $4,128.00 | $936.00 | $3,816.00 | $0.00 | $0.00 | $0.00 | $0.00 | $600.00 | | | **$10,380.00** |
| 3.0 | **Prepare Construction Management Plan (CMP)** | | | | | | | | | | | | |
| | **Estimated Total Man-hours** | **2** | **12** | **4** | **4** | **0** | **0** | **0** | **6** | **1** | **29** | | $4,203.00 |
| | Summary Costs | $450.00 | $2,064.00 | $468.00 | $636.00 | $0.00 | $0.00 | $0.00 | $510.00 | $75.00 | | | **$4,203.00** |
| 4.0 | **Prepare Project Files** | | | | | | | | | | | | |
| | **Estimated Total Man-hours** | **2** | **24** | **16** | **40** | **2** | **0** | **12** | **8** | **16** | **120** | | $16,894.00 |
| | Summary Costs | $450.00 | $4,128.00 | $1,872.00 | $6,360.00 | $344.00 | $0.00 | $1,860.00 | $680.00 | $1,200.00 | | | **$16,894.00** |
| 5.0 | **Safety Risk Management Plan** | | | | | | | | | | | | |
| • | Attend SRM Meetings | 40 | 40 | 8 | 24 | 0 | 0 | 0 | 0 | 10 | 122 | | $21,382.00 |
| • | Update CSPP as required | 8 | 24 | 16 | 16 | 0 | 0 | 80 | 12 | 10 | 166 | | $24,514.00 |
| • | Update project plans | 4 | 12 | 0 | 0 | 0 | 0 | 40 | 0 | 2 | 58 | | $9,314.00 |
| • | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | $0.00 |
| | **Estimated Total Man-hours** | **52** | **76** | **24** | **40** | **0** | **0** | **120** | **12** | **22** | **346** | | |
| | Summary Costs | $11,700.00 | $13,072.00 | $2,808.00 | $6,360.00 | $0.00 | $0.00 | $18,600.00 | $1,020.00 | $1,650.00 | | | **$55,210.00** |
| | **Expenses** | | | | | | | | | | | **Rate** | |
| | Auto Rental | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 Days | $75.00 | $0.00 |
| | Mileage | 0 | 40 | 40 | 40 | 0 | 0 | 0 | 0 | 0 | 120 Miles | $1.00 | $120.00 |
| | Lodging and Per Diem | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 Days | $150.00 | $0.00 |
| | Travel and Airline Costs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 Trips | $600.00 | $0.00 |
| | Meeting Materials and Handouts | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | $100.00 | $300.00 |
| | Construction Plan Sets Reproduction | 0 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | $600.00 | $12,000.00 |
| | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $45.00 | $0.00 |
| | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $50.00 | $0.00 |
| | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $100.00 | $0.00 |
| | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $50.00 | $0.00 |
| | | | | | | | | | | | | **Total Expenses** | **$12,420.00** |
| | | | | | | | | | | | **PHASE I - PRE-CONSTRUCTION TOTAL** | | **$123,663.00** |

# Exhibit S

ATTACHMENT B

| Item No. | | Principal Engineer / QA $225.00 | Project Engineer Project Manager $172.00 | Construction Observer / Eng. I $117.00 | RE / Sr. Eng. $159.00 | Structural Engineer / Proj. Eng. $172.00 | Sr. Planner $159.00 | Sr. Tech $155.00 | Technical Writer $85.00 | Clerical $75.00 | Total Hours | | Cost Summary |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **PHASE II - CONSTRUCTION ADMINISTRATION** | | | | | | | | | | | | | |
| 6.0 | **Construction Administration** | | | | | | | | | | | | |
| • | Supervise and coordinate field inspection/testing | 10 | 600 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 610 | | $105,450.00 |
| • | Review shop drawings/certificates for compliance | 40 | 120 | 0 | 0 | 10 | 0 | 80 | 4 | 24 | 278 | | $45,900.00 |
| • | Review all final pay estimates | 2 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 54 | | $7,454.00 |
| • | Review weekly progress reports | 0 | 60 | 0 | 0 | 0 | 0 | 0 | 60 | 24 | 144 | | $17,220.00 |
| • | Prepare/recommend approval of change orders (8) | 16 | 120 | 0 | 0 | 0 | 0 | 160 | 24 | 12 | 332 | | $51,980.00 |
| • | Respond to RFIs | 40 | 160 | 0 | 0 | 0 | 0 | 60 | 24 | 12 | 296 | | $48,760.00 |
| • | Owner consultation and construction advice | 80 | 250 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 330 | | $61,000.00 |
| • | Periodic Review for environmental compliance | 0 | 12 | 0 | 0 | 0 | 80 | 0 | 0 | 0 | 92 | | $14,784.00 |
| • | Assist Owner with reimbursement requests | 2 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 26 | | $4,578.00 |
| • | Verify testing requirements and materials reports | 12 | 40 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 52 | | $9,580.00 |
| • | Review payroll reports and contractor compliance | 0 | 80 | 0 | 0 | 0 | 0 | 0 | 25 | 350 | 455 | | $42,135.00 |
| • | Stakeholder Coordination | 60 | 180 | 0 | 0 | 0 | 30 | 40 | 40 | 20 | 370 | | $60,330.00 |
| • | Winter Shutdown (2) coordination and startup | 60 | 600 | 80 | 120 | 0 | 0 | 0 | 24 | 12 | 896 | | $148,080.00 |
| • | Update charts, facilities directories and 5010 | 0 | 20 | 0 | 0 | 0 | 80 | 0 | 0 | 4 | 104 | | $16,460.00 |
| • | 2014 and 2015 Preconstruction Meetings | 8 | 20 | 20 | 20 | 0 | 0 | 0 | 4 | 6 | 78 | | $11,550.00 |
| • | Monitor contractor compliance with DBE program | 4 | 40 | 0 | 0 | 0 | 0 | 0 | 0 | 120 | 164 | | $16,780.00 |
| | **Estimated Total Man-hours** | **334** | **2358** | **100** | **140** | **10** | **190** | **340** | **205** | **604** | **4281** | | |
| | Summary Costs | $75,150.00 | $405,576.00 | $11,700.00 | $22,260.00 | $1,720.00 | $30,210.00 | $52,700.00 | $17,425.00 | $45,300.00 | | | **$662,041.00** |
| | **Expenses** | | | | | | | | | | | **Rate** | |
| | Auto Rental | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 Days | $75.00 | $0.00 |
| | Mileage | 1000 | 1500 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2500 Miles | $1.00 | $2,500.00 |
| | Lodging and Per Diem | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 Days | $150.00 | $0.00 |
| | Travel and Airline Costs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 Trips | $400.00 | $0.00 |
| | Computer Costs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $50.00 | $0.00 |
| | Postage | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | $1,000.00 | $1,000.00 |
| | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $45.00 | $0.00 |
| | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $50.00 | $0.00 |
| | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $100.00 | $0.00 |
| | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $50.00 | $0.00 |
| | | | | | | | | | | | | **Total Expenses** | **$3,500.00** |
| | | | | | | | | | | | | **PHASE II - CONSTRUCTION ADMINISTRATION TOTAL** | **$665,541.00** |

| Item No. | | Principal Engineer / QA $225.00 | Project Engineer Project Manager $172.00 | Construction Observer / Eng. I $117.00 | RE / Sr. Eng. $159.00 | Structural Engineer / Proj. Eng. $172.00 | Sr. Planner $159.00 | Sr. Tech $155.00 | Technical Writer $85.00 | Clerical $75.00 | Total Hours | | Cost Summary |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **PHASE III - RESIDENT ENGINEERING** | | | | | | | | | | | | | |
| 7.0 | **Resident Engineering** | | | | | | | | | | | | |
| • | Number of Days | 300 | 300 | 300 | 300 | 0 | 0 | 0 | 300 | 300 | | | |
| | Hours per Day | 0.5 | 6 | 12 | 12 | 0 | 0 | 0 | 0.5 | 0.5 | | | |
| | Total Hours | 150 | 1800 | 3600 | 3600 | 0 | 0 | 0 | 150 | 150 | 9450 | | $1,360,950.00 |
| • | Observe contractor surveys | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | $0.00 |
| • | Check construction activities for compliance (Field Inspection) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | $0.00 |
| • | Conduct material inspection and acceptance tests | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | $0.00 |
| • | Monitor contractor's quality control tests | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | $0.00 |
| • | Notify contractor/Owner - nonconforming materials | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | $0.00 |
| • | Maintain daily construction progress records | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | $0.00 |
| • | Evaluate substitute materials and equipment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | $0.00 |
| • | Furnish Owner and FAA with inspection reports | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | $0.00 |
| • | Review contractor payrolls, drawings, and reports | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | $0.00 |
| • | Acquire and review required contractor submittals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | $0.00 |
| • | Prepare and submit periodic and final estimates | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | $0.00 |
| • | Inspect project to monitor for compliance to plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | $0.00 |
| • | Monitor Construction Operations and Safety Plan | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | $0.00 |
| • | Conduct weekly construction progress meetings | 0 | 240 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 240 | | $41,280.00 |
| | **Estimated Total Man-hours** | **150** | **2040** | **3600** | **3600** | **0** | **0** | **0** | **150** | **150** | **9690** | | |
| | Summary Costs | $33,750.00 | $350,880.00 | $421,200.00 | $572,400.00 | $0.00 | $0.00 | $0.00 | $12,750.00 | $11,250.00 | | | **$1,402,230.00** |
| | **Expenses** | | | | | | | | | | | **Rate** | |
| | Auto Rental | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 Days | $75.00 | $0.00 |
| | Mileage | 1000 | 5000 | 9000 | 6000 | 0 | 0 | 0 | 0 | 0 | 21000 Miles | $1.00 | $21,000.00 |
| | Lodging and Per Diem | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 Days | $150.00 | $0.00 |
| | Travel and Airline Costs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 Trips | $400.00 | $0.00 |
| | Computer Costs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $50.00 | $0.00 |
| | Monthly Auto Rental | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $1,200.00 | $0.00 |
| | Rental Fuel and Miscellaneous | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $250.00 | $0.00 |
| | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $50.00 | $0.00 |
| | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $100.00 | $0.00 |
| | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $50.00 | $0.00 |
| | | | | | | | | | | | | **Total Expenses** | **$21,000.00** |
| | | | | | | | | | | | | **PHASE III - RESIDENT ENGINEERING TOTAL** | **$1,423,230.00** |

| Item No. | | Principal Engineer / QA $225.00 | Project Engineer Project Manager $172.00 | Construction Observer / Eng. I $117.00 | RE / Sr. Eng. $159.00 | Structural Engineer / Proj. Eng. $172.00 | Sr. Planner $159.00 | Sr. Tech $155.00 | Technical Writer $85.00 | Clerical $75.00 | Total Hours | | Cost Summary |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **PHASE IV - POST CONSTRUCTION SERVICES** | | | | | | | | | | | | |
| 8.0 | **Final Inspection and Documentation** | | | | | | | | | | | | |
| 8.1 | Final inspection (3) | 6 | 24 | 12 | 12 | 0 | 0 | 0 | 0 | 4 | 58 | | $9,090.00 |
| 8.2 | Final punch list observation (3) | 4 | 60 | 120 | 120 | 0 | 0 | 0 | 0 | 12 | 316 | | $45,240.00 |
| 8.3 | Final construction certifications | 2 | 12 | 8 | 8 | 0 | 0 | 0 | 8 | 2 | 40 | | $5,552.00 |
| | **Estimated Total Man-hours** | **12** | **96** | **140** | **140** | **0** | **0** | **0** | **8** | **18** | **414** | | |
| | Summary Costs | $2,700.00 | $16,512.00 | $16,380.00 | $22,260.00 | $0.00 | $0.00 | $0.00 | $680.00 | $1,350.00 | | | **$59,882.00** |
| 9.0 | **Record Drawings, Equipment Manuals, Materials Book** | | | | | | | | | | | | |
| 9.1 | Record drawings | 12 | 40 | 120 | 40 | 0 | 0 | 160 | 0 | 16 | 388 | | $55,980.00 |
| 9.2 | Equipment manuals | 4 | 12 | 0 | 12 | 0 | 0 | 0 | 10 | 12 | 50 | | $6,622.00 |
| 9.3 | AGIS record input (Not in Contract) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | $0.00 |
| | **Estimated Total Man-hours** | **16** | **52** | **120** | **52** | **0** | **0** | **160** | **10** | **28** | **438** | | |
| | Summary Costs | $3,600.00 | $8,944.00 | $14,040.00 | $8,268.00 | $0.00 | $0.00 | $24,800.00 | $850.00 | $2,100.00 | | | **$62,602.00** |
| 10.0 | **Final Construction Report** | | | | | | | | | | | | |
| | **Estimated Total Man-hours** | **6** | **24** | **24** | **40** | **0** | **0** | **24** | **8** | **6** | **132** | | $19,496.00 |
| | Summary Costs | $1,350.00 | $4,128.00 | $2,808.00 | $6,360.00 | $0.00 | $0.00 | $3,720.00 | $680.00 | $450.00 | | | **$19,496.00** |
| 11.0 | **Update Airfield Signage Plan** | | | | | | | | | | | | |
| | **Estimated Total Man-hours** | **4** | **16** | **0** | **0** | **0** | **8** | **24** | **0** | **2** | **54** | | $8,794.00 |
| | Summary Costs | $900.00 | $2,752.00 | $0.00 | $0.00 | $0.00 | $1,272.00 | $3,720.00 | $0.00 | $150.00 | | | **$8,794.00** |
| 12.0 | **Airport Layout Plan Record Drawing** | | | | | | | | | | | | |
| | **Estimated Total Man-hours** | **2** | **4** | **0** | **0** | **0** | **8** | **16** | **0** | **2** | **32** | | $5,040.00 |
| | Summary Costs | $450.00 | $688.00 | $0.00 | $0.00 | $0.00 | $1,272.00 | $2,480.00 | $0.00 | $150.00 | | | **$5,040.00** |
| 13.0 | **Update Airport Pavement Maintenance Plan** | | | | | | | | | | | | |
| | **Estimated Total Man-hours** | **4** | **16** | **16** | **40** | **0** | **0** | **24** | **8** | **2** | **110** | | $16,434.00 |
| | Summary Costs | $900.00 | $2,752.00 | $1,872.00 | $6,360.00 | $0.00 | $0.00 | $3,720.00 | $680.00 | $150.00 | | | **$16,434.00** |
| | **Expenses** | | | | | | | | | | | **Rate** | |
| | Auto Rental | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 Days | $75.00 | $0.00 |
| | Mileage | 0 | 400 | 800 | 800 | 0 | 0 | 0 | 0 | 0 | 2000 Miles | $1.00 | $2,000.00 |
| | Lodging and Per Diem | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 Days | $150.00 | $0.00 |
| | Travel and Airline Costs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 Trips | $400.00 | $0.00 |
| | Computer Costs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $50.00 | $0.00 |
| | Reproduce Record Drawing Package | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | $600.00 | $6,000.00 |
| | Reproduce APMS | 1 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | $100.00 | $600.00 |
| | Reproduce Sign Plan | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | $50.00 | $250.00 |
| | Reproduce ALP | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | $50.00 | $500.00 |
| | Aerial Photo | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | $10,000.00 | $10,000.00 |
| | | | | | | | | | | | | **Total Expenses** | **$19,350.00** |
| | | | | | | | | | | | | **PHASE IV - POST CONSTRUCTION SERVICES TOTAL** | **$191,598.00** |

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 72**
(This Section for use by Clerk of the Board Only.)

| | |
|---|---|
| **To:** | Board of Supervisors |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | Transportation and Public Works |
| **Staff Name and Phone Number:** | Tasha Houweling (707) 565-3634 |
| **Supervisorial District(s):** | All |
| **Title:** | 2012-13 State Match Program |

**Recommended Actions:**

Approve resolution authorizing the Chair to execute State Match Program Agreement No. X13-5920(140) for advancement of up to $100,000 in Streets and Highways Code Section 182.9 State Highway Account funds to be used as match for federally funded projects.

**Executive Summary:**

The Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) provided federal funding under the Regional Surface Transportation Program for multimodal purposes, including arterial road and highway reconstruction. In 2005, the federal government reauthorized the Transportation Funding Program in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). This replaces the ISTEA and provides federal funding to local jurisdictions, including Sonoma County.

Section 182.9 of the Streets and Highways Code, as redefined by SB 1435, addresses the topic of State Match funds. The California Transportation Commission (CTC) must allocate to each county an amount equal to 50 percent of the funds allocated pursuant to Section 182.6(d)(2) with a maximum limit of $100,000 dollars per county per fiscal year. State match funds are used to match Federal funds allocated pursuant to section 182.6(d)(2) of the Streets and Highways Code.

At this time, the State has presented the County with Agreement No. X13-5920(140), wherein the County agrees to use state funds for transportation purposes, agrees to establish a special account within the road fund, and agrees to allow the state to audit the funds. With this agreement executed, the state will advance to the County a one-year apportionment of funds ($100,000). The Department uses these funds as local match for federally funded projects, largely bridge projects where other sources of local match may not be eligible. These state matching funds are budgeted within the 2013-14 Fiscal Year Bridges Budget.

| **Prior Board Actions:** | | | |
|---|---|---|---|
| 6/19/12: Board authorized Chair to execute 2011-12 State Match agreement. | | | |
| **Strategic Plan Alignment** Goal 1: Safe, Healthy, and Caring Community | | | |
| Repairing and replacing insufficient bridges helps maintain a safe and connective County transportation network. | | | |
| **Fiscal Summary - FY 13-14** | | | |
| **Expenditures** | | **Funding Source(s)** | |
| Budgeted Amount | $ 100,000 | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ 100,000 |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 100,000** | **Total Sources** | **$ 100,000** |
| **Narrative Explanation of Fiscal Impacts (If Required):** | | | |
| Appropriations are included in the 2013-14 Bridges index budget. | | | |

**Staffing Impacts**

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

| **Narrative Explanation of Staffing Impacts (If Required):** |
|---|
| |
| **Attachments:** |
| Resolution |
| **Related Items "On File" with the Clerk of the Board:** |
| Agreement |

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Chair Of The Board To Execute Local Agency/State Match Program Agreement No. X13-5920(140) With The State Of California Department Of Transportation For Advancement Of Streets And Highways Codes Section 182.9 State Highway Account Funds.**

**Whereas,** the State Department of Transportation has presented to this Board State Match Program Agreement No. X13-5920(140) to provide advancement of Streets and Highways Code Section 182.9 State Highway Account funds for use in matching federal TEA-21 STP funds.

**Now, Therefore,** Be It Resolved, that this Board of Supervisors does hereby authorize the Chair of the Board to execute State Match Program Agreement No. X12-5920(136) on behalf of the County of Sonoma.

**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: 73**
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**
Jon Stout, 707-565-7243

**Supervisorial District(s):**
Fourth

**Title:** Charles M. Schulz – Sonoma County Airport Mispagel Legal Services Agreement

**Recommended Actions:**

Authorize the Chair to execute a legal services agreement with Attorney Mark Mispagel to provide continued legal services related to Federal Aviation Administration requirements at the Charles M. Schulz – Sonoma County Airport and authorize County Counsel to execute two one-year extensions of term. Services hourly rate is $238.50 per hour and estimated compensation is $75,000.

**Executive Summary:**

The County entered into a new legal services agreement last year with Attorney Mark Mispagel who has been retained by County Counsel for the last several years to provide legal expertise on Federal Aviation Administration and aviation matters. The Agreement is based on the legal services agreement model developed by County Counsel and includes terms to ensure coordination and cooperation with County Counsel and the Airport in the provision of legal services. The Airport and County Counsel recommend entering into a new agreement which provides those specialized legal services for one year, until June 30, 2014. In addition, the Airport and County Counsel recommend the Board delegate authority to County Counsel to execute two (2) one-year extension of the term.

The Agreement specifies a rate of $238.50 per hour, which is competitive in the Sonoma County market, and an overall estimated compensation is $75,000. The amount of the Agreement is based on an estimate of projected legal services work during the term of the Agreement. The hourly rate for this Agreement is the same as the previous contract and the provider did not increase the rate for services provided.

**Prior Board Actions:**

6/12/12 item #52: Authorized 1 year contract for legal services. 5/5/2009 item #22: Authorized 3 year agreement for legal services.

| **Strategic Plan Alignment** | Goal 3: Invest in the Future |
|---|---|
| These services will assist the Airport in meeting the operational requirements to provide a well maintained transportation facility that promotes mobility, health and safety, connectivity and convenience for the passengers and users of the Airport. | |

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 75,000 | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ 75,000 |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 75,000** | **Total Sources** | **$ 75,000** |

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

Legal services anticipated in this Agreement are estimated at $75,000. Appropriations are budgeted in the Airfield Operations Index (291013-6610 legal services), which is budgeted at $142,000.

**Staffing Impacts**

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

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

None

**Attachments:**

None

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

Agreement

# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 74**
(This Section for use by Clerk of the Board Only.)

| | |
|---|---|
| **To:** | Sonoma County Board of Supervisors |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | 4/5 |
| **Department or Agency Name(s):** | Transportation and Public Works / Agricultural Preservation and Open Space District |
| **Staff Name and Phone Number:** | Susan Klassen (707) 565-2231<br>Bill Keene (707) 565-7348 |
| **Supervisorial District(s):** | All |
| **Title:** | One Bay Area Grant Priority Conservation Areas Pilot Program - Resolution of Local Support |

**Recommended Actions:**

Authorize and approve a Resolution of Local Support authorizing the Director of Transportation and Public Works to submit an application to the Metropolitan Transportation Commission for $250,000 for the One Bay Area Grant Priority Conservation Areas Pilot Program.

**Executive Summary:**

The Priority Conservation Area (PCA) Grant Program is a pilot program initiated by the Metropolitan Transportation Commission (MTC). The goal of the PCA Program is to support Plan Bay Area by preserving and enhancing the natural, economic and social value of rural lands amidst growing population across the Bay Area, for residents and businesses. These values include globally unique ecosystems, productive agricultural lands, recreational opportunities, healthy fisheries, and climate protection (mitigation and adaptation), among others.

The County of Sonoma has ambitious Greenhouse Gas (GHG) emissions reduction goals in all sectors. This resolution authorizes the Director of Transportation and Public Works to file an application under the One Bay Area Priority Conservation Area grant program administered by MTC for funding to enhance the integration of GHG reporting across sectors. The resolution also commits the County to provide the necessary local matching funds and provides the County's assurance of project completion. The requested grant funds of $250,000, which include a local match of $28,675, will be used to create an integrated approach to analyzing GHG emissions in Sonoma County from a variety of sectors - including transportation, water supply, built environment, agricultural and natural landscapes. Sonoma County Agricultural Preservation and Open Space District working closely with the Regional Climate Protection Authority and other county agencies will develop a spatially explicit modeling tool that integrates GHG analyses from multiple sectors, develops scenarios for policy and management decisions. The analysis, scenario building and reporting elements of this tool are expected to support Sonoma County agencies and the public in effectively complying with the goals of SB 375 and AB 32, and place the County in a

good position to attract outside funding from these and other programs. Specifically, the development of this tool will include the enhancement of conservation elements to ensure that Priority Conservation Areas (as outlined in SB 375) are fully represented and integrated into the model.

Transportation and Public Works is partnering with Ag and Open Space to act as fiscal agent on this grant because of existing agreements in place with the California Department of Transportation (Caltrans).

**Prior Board Actions:**

Approval of RCPA goals and objectives 2012

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

Enhance the County's ability to access and manage GHG emissions.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

**Narrative Explanation of Fiscal Impacts (If Required):**

No current year fiscal impact. The project will be included in the appropriate budget year. Ag and Open Space is funding the match with local sales tax dollars.

**Staffing Impacts**

| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
|---|---|---|---|
| | | | |
| | | | |

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Resolution

| **Related Items “On File” with the Clerk of the Board:** |
| --- |
| None. |

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 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,** Sonoma County Transportation and Public Works (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for $250,000 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 Land Use and Green House Gas (GHG) Emissions Scenario Development (herein referred to as PROJECT) for the One Bay Area Grant (OBAG) Priority Conservation Areas Pilot Program (herein referred to as PROGRAM); and

**Whereas,** the Moving Ahead for Progress in the 21st Century Act (Public Law 112-141, July 6, 2012) and any extensions or successor legislation for continued funding (collectively, MAP 21) authorize various federal funding programs including, but not limited to the Surface Transportation Program (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 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 with the respective Congestion Management Agency (CMA), MTC, 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 therefore

**Be It Further Resolved** that APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and

**Be It Further Resolved** that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and

**Be It Further Resolved** that there is no legal impediment to APPLICANT making applications for the funds; and

**Be It Further Resolved** that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and

**Be It Further Resolved** that APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and

**Be It Further Resolved** that a copy of this resolution will be transmitted to the 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: 75**
(This Section for use by Clerk of the Board Only.)

| | |
|---|---|
| **To:** | Board of Supervisors |
| **Board Agenda Date:** | June 25, 2013 |
| **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | Board of Supervisors |
| **Staff Name and Phone Number:** | Supervisor Susan Gorin, 565-3752 |
| **Supervisorial District(s):** | First District |
| **Title:** | Appointment |

**Recommended Actions:**

Reappoint Annette O'Kelley to the Fair and Exposition Board effective June 25, 2013 at the pleasure of the Board. (First District)

**Executive Summary:**

**Prior Board Actions:**

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

| **Narrative Explanation of Fiscal Impacts (If Required):** | | | |
|---|---|---|---|
| | | | |
| **Staffing Impacts** | | | |
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |
| **Narrative Explanation of Staffing Impacts (If Required):** | | | |
| | | | |
| **Attachments:** | | | |
| | | | |
| **Related Items "On File" with the Clerk of the Board:** | | | |
| | | | |

# County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

**Agenda Item Number: 76**
(This Section for use by Clerk of the Board Only.)

| | | | |
|---|---|---|---|
| **To:** | Board of Supervisors | | |
| **Board Agenda Date:** | June 25, 2013 | **Vote Requirement:** | Majority |
| **Department or Agency Name(s):** | | | |
| **Staff Name and Phone Number:** | | **Supervisorial District(s):** | |
| David Rabbitt (707)565-2241 | | District 2 | |
| **Title:** | Reappointment | | |

**Recommended Actions:**

Approve the Reappointment of Carmen Garcia to represent the 2nd District on the Community Action Partnership of Sonoma County Board of Directors for a 3-year term beginning 7/1/13 and expiring 7/1/16.

**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 Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

| **Narrative Explanation of Fiscal Impacts (If Required):** | | | |
|---|---|---|---|
| | | | |
| **Staffing Impacts** | | | |
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |
| **Narrative Explanation of Staffing Impacts (If Required):** | | | |
| | | | |
| **Attachments:** | | | |
| | | | |
| **Related Items "On File" with the Clerk of the Board:** | | | |
| | | | |

# County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

**Agenda Item Number: 77**
(This Section for use by Clerk of the Board Only.)

| | |
|---|---|
| **To:** | Board of Supervisors of Sonoma County |
| **Board Agenda Date:** | June 25, 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:** | Amendment to Chapter 34 of the Sonoma County Code – County Organized Health System |

**Recommended Actions:**

Adopt a resolution introducing, reading the title of, and waiving further reading of a proposed ordinance amending Chapter 34 of the Sonoma County Code to add participating counties and revise formula for determining the number of Partnership HealthPlan of California Commission seats per county.

**Executive Summary:**

This item requests Board approval of a proposed ordinance amending Chapter 34 of the Sonoma County Code consistent with Partnership HealthPlan of California (PHC) Commission bylaws as follows:

- Section 34-2. Designation of Commission: Revised to reflect commission member selection criteria consistent with current PHC Commission bylaws, adding eight additional counties that will be served by PHC and which will be given seats on the Commission. The added counties are Del Norte, Humboldt, Lake, Lassen, Modoc, Shasta, Siskiyou and Trinity.
- Section 34-3. Membership: Revised to include the new formula under which the number of Commission seats per county will be allocated based upon the number of Medi-Cal beneficiaries within each county. Under this formula Sonoma County will have four seats, down from the current five. The reduction in seats will be by attrition, when the term of one of the sitting commissioners expires, rather than having the seat immediately vacated.

PHC operates the managed health care system for Medi-Cal health plan enrollees in six participating counties including Sonoma, Marin, Napa, Mendocino, Solano and Yolo. Under a managed care system, each beneficiary selects or is assigned a primary care physician to provide medical care and coordinate services. PHC staff provides assistance with access to care, questions about benefits, and resolution of claims and billing issues. Managed Medi-Cal also provides increased clinical support to beneficiaries and providers through specific care management programs, while managing costs and improving health outcomes.

In September of 2009, the Board of Supervisors approved an ordinance adding Chapter 34 of the Sonoma County Code authorizing the County to join the existing PHC Commission. Joining the

Commission in October 2009 resulted in the transfer of 52,000 Medi-Cal enrollees from the fee-for-service Medi-Cal coverage to Medi-Cal managed health care plan coverage with Partnership. In April 2011, the Board approved an ordinance amending Chapter 34 to add Marin and Mendocino counties to the existing multi-county commission.

PHC's expansion to the rural northern counties is the result of California adopting Governor Brown's plan to bring Medi-Cal Managed Care to all of the rural counties in the state. Effective September 1, 2013, all of the counties under the old Medi-Cal fee-for-service system where providers bill the state, are required to convert to a Medi-Cal managed health care plan. Eight rural counties in northern California including Lake, Del Norte, Humboldt, Shasta, Siskiyou, Lassen, Modoc and Trinity all requested and were authorized by the State to become part of PHC effective September 1, 2013.

The PHC Commission convened its Governance Subcommittee to establish a formula for determining the number of commission members per county. Under the existing formula, each participating county appoints two Commissioners plus one Commissioner for every 15,000 PHC members in the county. With the addition of the eight counties, this would have resulted in a PHC Commission with fifty members. The recommendation of the Governance Subcommittee was to revise the formula to determine the number of Commission seats per county based on the number of Medi-Cal beneficiaries in the county as follows: 0 to 10,000 = one Commission seat; 10,000 to 25,000 = two Commission seats; 25,000 to 40,000 equals three Commission seats; and 40,000 and over equals four Commission seats. The revised formula was adopted by the Commission and became part of the PHC bylaws. Under the revised formula the County of Sonoma will have four Commission members, the maximum allowed under the bylaws.

**Prior Board Actions:**

See Executive Summary.

**Strategic Plan Alignment** Goal 1: Safe, Healthy, and Caring Community

Partnership Healthcare of California represents an important component in the Department's delivery of Medi-Cal services.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ 0 | County General Fund | $ 0 |
| Add Appropriations Reqd. | $ 0 | State/Federal | $ 0 |
| | $ | Fees/Other | $ 0 |
| | $ | Use of Fund Balance | $ 0 |
| | $ | Contingencies | $ 0 |
| | $ | | $ |
| **Total Expenditure** | **$ 0** | **Total Sources** | **$ 0** |

| **Narrative Explanation of Fiscal Impacts (If Required):** | | | |
|---|---|---|---|
| There is no fiscal impact associated with this item. | | | |
| **Staffing Impacts** | | | |
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |
| **Narrative Explanation of Staffing Impacts (If Required):** | | | |
| N/A | | | |
| **Attachments:** | | | |
| Resolution, Proposed Ordinance (strike-through underline), Summary of Proposed Ordinance | | | |
| **Related Items "On File" with the Clerk of the Board:** | | | |
| None | | | |

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 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 and Waiving Further Reading of a Proposed Ordinance Amending Sonoma County Code Chapter 34 to Add Participating Counties and to Revise the Formula for Determining the Number of Partnership HealthPlan of California Commission Seats Per County.**

**Whereas,** a proposed ordinance entitled "An Ordinance of the Board of Supervisors of the County of Sonoma, State of California, Amending Sonoma County Code Chapter 34 to Add Participating Counties and to Revise the Formula for Determining the Number of Partnership HealthPlan of California Commission Seats Per County" has been introduced and read;

**Now, Therefore, Be It Resolved** that further reading of the proposed ordinance is waived.

**Be It Further Resolved** that the Sonoma County Board of Supervisors will consider adoption of the proposed ordinance on July 30, 2013 in the Board of Supervisors Chambers, 575 Administration Drive, Room 102A, Santa Rosa, California.

**Be It Further Resolved** that the Clerk of the Board shall cause a summary of the proposed ordinance to be published five (5) days in advance of the Board meeting to consider adoption of the ordinance in a newspaper of general circulation published in the County of Sonoma, State of California.

**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, STATE OF CALIFORNIA AMENDING SONOMA COUNTY CODE CHAPTER 34 TO ADD PARTICIPATING COUNTIES AND TO REVISE THE FORMULA FOR DETERMINING THE NUMBER OF PARTNERSHIP HEALTHPLAN OF CALIFORNIA COMMISSION SEATS PER COUNTY.**

---

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

**SECTION I.** Chapter 34 of the Sonoma County Code is amended to read:

**Chapter 34: County Organized Health System**

**Sec. 34-1. Purpose.**

Partnership HealthPlan of California Commission ("Commission") is a multicounty commission that has created a managed health care plan for Medi –Cal recipients. The purpose of this ordinance is to authorize the County of Sonoma to join the existing Commission. This will allow the implementation of a county organized health system in Sonoma County as authorized by Welfare and Institutions Code Section 14087.54.

The Commission has a proven record of improving health care access to its members, who are Medi-Cal recipients, and improving Medi-Cal reimbursement rates to health care providers. The Commission links each member with a primary care provider and has been successful in reducing inappropriate use of emergency rooms, providing appropriate levels of inpatient care for its members, developing innovative case management programs and arranging for the provision of an enhanced level of local health care services.

**Sec. 34-2. Designation of Commission.**

Pursuant to Welfare and Institutions Code section 14087.54, the Sonoma County Board of Supervisors hereby authorizes the County of Sonoma to join the Commission in conjunction with the provisions of the Napa County Code, the Solano County Code, the Yolo County Code, the Marin County Code, the Mendocino County Code, the Del Norte County Code, the Humboldt County Code, the Lake County Code, the Lassen County Code, the Modoc County Code, the Shasta County Code, the Siskiyou County Code, and the Trinity County Code. Other counties also may consider joining the Commission. The Commission shall continue to represent Sonoma County until the Sonoma County Board of Supervisors terminates the representation. To terminate representation, the Sonoma County Board of Supervisors or its designee shall provide 90-day notice to the other participating counties and provide notice to

the State Department of Health Care Services as set forth in Welfare and Institutions Code Section 14087.54(g).

**Sec. 34-3. Membership.**

~~The Commission shall consist of two members appointed by each of the participating counties' Board of Supervisors. In addition, each county Board of Supervisors shall appoint one Commission member for every 15,000 Partnership HealthPlan of California Medi-Cal members in the county. Commission membership entitlements are determined annually on July 1 st of each year. Any additions of commissioners shall be implemented as soon as reasonably possible by each county.~~ The number of Commission member seats granted per county is based upon the number of Medi-Cal beneficiaries within each county and shall be determined according to the following formula:

(1) 0 – 10,000 Medi-Cal beneficiaries within the county equals one Commission seat.

(2) 10,000 – 25,000 Medi-Cal beneficiaries within the county equals two Commission seats.

(3) 25,000 – 40,000 Medi-Cal beneficiaries within the county equals three Commission seats.

(4) 40,000 + Medi-Cal beneficiaries within the county equals four Commission seats.

Any deletion of commissioners will be achieved through attrition, with a maximum of two years to come into compliance.

The Commissioners appointed by the Sonoma County Board of Supervisors shall serve at the pleasure of the Board and shall be selected as follows:

Members from the community (“Public Representative”). The Sonoma County Department of Health Services may make recommendations based on the following criteria:

(1) Legal resident of Sonoma County**;**

(2) Knowledge of the healthcare needs of children, the aged, and disabled;

(3) Business experience;

(4) Political experience; and

(5) Finance experience.

**Sec. 34-4. Term of Office.**

Members of the Commission shall serve four-year terms of office. Nothing herein shall prohibit a person from serving more than one term. Vacancies shall be filled in accordance with the procedures set forth in Section 34-3.

**Sec. 34-5. Powers and Duties of Commission.**

Pursuant to the provisions of Section 14087.54 of the Welfare and Institutions Code, the Commission shall:

(a) Have the power to negotiate the exclusive contract with the California Department of Health Care Services as specified in Section 14087.5 of the Welfare and Institutions Code, and to arrange for the provision of health care services provided under Chapter 7, Part 3, Division 9 of the Welfare and Institutions Code;

(b) Be considered an entity separate from the County of Sonoma;

(c) File the statement required by Section 53051 of the Government Code;

(d) Have the power to acquire, possess, and dispose of real or personal property, as may be necessary for the performance of its functions, to employ personnel and contract for services required to meet its obligations, and to sue or be sued; and

(e) Have all the rights, powers, duties, privileges, and immunities conferred by Article 2.8 of Chapter 7, Part 3, Division 9 of the Welfare and Institutions Code in addition to those previously specified in this section.

**Sec. 34-6. Obligations.**

Pursuant to the provisions of Section 14087. 54(d) of the Welfare and Institutions Code, any obligations of the Commission, statutory, contractual, or otherwise, shall be the obligations solely of the Commission and shall not be the obligations of the County of Sonoma.

**Sec. 34-7. Committees.**

The Commission may establish committees from time to time for any purpose that will be beneficial in accomplishing the work of the Commission.

At a minimum, two standing advisory committees shall be established:

(1) The physicians advisory committee, and

(2) The consumers' advisory committee.

**SECTION II.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that anyone or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**SECTION III.** This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *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 25th day of June, 2013, and finally passed and adopted this 30th day of July, 2013, on regular roll call of the members of said
Board by the following vote:

**Supervisors:**

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

**WHEREUPON**, the Chair declared the above and foregoing ordinance duly adopted and

**SO ORDERED.**

Chair, Board of Supervisors
County of Sonoma

**ATTEST:**

**_____**

Clerk of the Board of Supervisors

# SUMMARY OF PROPOSED ORDINANCE

**SUMMARY OF A PROPOSED ORDINANCE AMENDING THE SONOMA COUNTY CODE CHAPTER 34 TO ADD PARITCIPATING COUNTIES AND REVISE THE FORMULA FOR DETERMINING THE NUMBER OF PARTNERSHIP HEALTHPLAN OF CALIFORNIA COMMISSION SEATS PER COUNTY.**

---

On July 30, 2013, the Sonoma County Board of Supervisors will consider adoption of an ordinance to amend Chapter 34 of the Sonoma County Code entitled County Organized Health System. The proposed ordinance would add eight participating counties and revise the formula for appointment to a multi-county commission called Partnership HealthPlan of California (PHC) that negotiates with the California Department of Health Care Services for the arrangement of provision of health care services. The eight additional counties served by PHC that would be given seats on the PHC Commission include the counties of Del Norte, Humboldt, Lake, Lassen, Modoc, Shasta, Siskiyou and Trinity. The revised formula under which the number of Commission seats per county will be allocated would be based upon the number of Medi-Cal beneficiaries within each county. Under the revised formula Sonoma County would have four seats, down from the current five.

The Board of Supervisors' consideration of the ordinance will be held in the Board of Supervisors Chambers, 575 Administration Drive, Room 102A, Santa Rosa, California. Copies of the proposed ordinance are available for public inspection and copying from the Clerk of the Board of Supervisors, 575 Administration Drive, Room 100A, Santa Rosa, California, during regular business hours.

Clerk of the Board of Supervisors

By _____
Deputy Clerk

# County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

**Agenda Item Number: 78**
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Economic Development

**Staff Name and Phone Number:**
Ben Stone - (707) 565-7170

**Supervisorial District(s):**

**Title:** Sonoma County Craft Beverage Industry

**Recommended Actions:**

Accept report and present video on the Sonoma County Craft Beverage Industry

**Executive Summary:**

The craft goods industry is typified by a national shift in consumer preferences towards small production, local-ingredients, and high-quality, labor-intensive goods. In terms of beer, this means more American consumers are sampling ales, porters, and wheat beers while moving away from mass-produced beers. Sonoma County's craft beer, spirits, and cider businesses are well situated to take advantage of these nationwide trends. Local award-winning craft breweries are experiencing rapid growth and leveraging their reputation to attract tourists from around the nation. Sonoma County distilleries and cideries are eager to increase output and employment, but face unique challenges to growth.

The Sonoma County Craft Beverage Report quantifies the craft beverage industry in terms of jobs produced and economic impact. Through surveying 18 breweries, three distilleries and four cideries, the Economic Development Board has analyzed the industry for trends, potential for growth, community contributions and key industry concerns and opportunities.

The following are highlights from the Sonoma County Craft Beverage Report by the EDB:

- As of 2013, there were 18 craft breweries in Sonoma County, with eight having opened in the last two years. The total economic impact of Sonoma County's brewery industry was estimated to be about $123,000,000 in 2012 which includes industry sales, the impact of these sales on the breweries supply chain, and the impact of the salaries of employees as they spend their earnings in the local economy.
- Sonoma County craft distilleries report they have several competitive advantages, such as access to a wide variety of local ingredients, a general appreciation of artisanal goods, and a well-established tourism industry. However, state regulations regarding tasting and on-site sales

make it difficult for distilleries to engage tourists through tours and tastings, features which are essential to marketing and growth.

- Cider sales were up 70 percent nationwide in 2012, which followed a 31 percent jump in 2011. The renewed nationwide interest in cider is having an impact on Sonoma County's cider industry. Two additional local cideries have opened in the past two years, one of which has quadrupled their production in that time.
- Permits and local regulations are recognized as the highest impediment to growth for the brewery, cidery and distillery industry, with 72% of businesses ranking it the first or second most important issue that they face. Many businesses stated the high cost of permits and the slow processing time as impediments to expansion.

In addition to analyzing the craft beverage industry, the Economic Development Board also performed a tourism spending analysis during the 2013 annual release of Pliny the Younger, a triple India Pale Ale (IPA) that is brewed by Russian River Brewing Company. This beer has been recognized as one of the best beers in the world, and is available for two weeks out of the year at the beer pub in Santa Rosa. Employees at Russian River Brewing Company distributed survey cards to patrons immediately upon being seated. The completed survey cards were collected by the Economic Development Board and yielded data on patron origination, spending trends and tourism aspects.

The following are highlights of survey results:

- The 2013 release of Pliny the Younger drew about 12,500 attendees to Russian River Brewing Company. 65% of the attendees were tourists who traveled specifically to Sonoma County to try the beer.
- The estimated economic impact of aggregate spending of the tourists who came specifically for Pliny the Younger was $2.35 million.
- Tourists from at least 26 states and 5 foreign countries traveled to Sonoma County specifically for Pliny the Younger.

The Economic Development Board also partnered with the Community Media Center to produce a five-minute long video. EDB staff interviewed tourists standing in line at Russian River Brewing Company on the first day of the release to ask patrons about the craft beer tourism and their perceptions about Sonoma County. The video will be released on the EDB's YouTube page.

Going forward, the Economic Development Board has organized a planning committee comprised of a cross section of professional services, industry, and government representatives. The goal of this committee is three-fold. First is to develop Sonoma County's first craft beverage conference. To be held this fall, it will provide the latest information in these industries and offer an opportunity for business partners to connect. Second is to address the top issues facing Sonoma County brewery, distillery and cidery businesses, as indicated in the survey. Third is to raise awareness of Sonoma County's craft beverage industry including partnering with Tourism. By addressing impediments to growth and exploring opportunities for the future, the Economic Development Board wants to highlight Sonoma County's specialty beverage industry as an important asset to the local economy and a significant opportunity for growth.

| **Prior Board Actions:** | | | |
|---|---|---|---|
| None. | | | |
| **Strategic Plan Alignment** | Goal 2: Economic and Environmental Stewardship | | |
| The Economic Development Board Foundation strives to enhance the value of local, domestic, and international demand for Sonoma County produced goods and services through the creation and development of economic research, analysis, and programs. The Craft Beverage Report is an analysis of the economic impact and demand for Sonoma County produced goods. | | | |
| **Fiscal Summary - FY 12-13** | | | |
| **Expenditures** | | **Funding Source(s)** | |
| Budgeted Amount | $ 0 | | $ 0 |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$ 0** | **Total Sources** | **$ 0** |
| **Narrative Explanation of Fiscal Impacts (If Required):** | | | |
| There are no costs associated with this report. | | | |

**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:** |
| Sonoma County Craft Beverage Report |
| **Related Items "On File" with the Clerk of the Board:** |
| None. |

# Sonoma County Craft Beverage Report

An overview of the local brewery, distillery, and cidery industry

*Industry Briefing, Economic Impact, Tourism Impact, Impediments to Growth* 2013

EDB
SONOMA COUNTY
ECONOMIC DEVELOPMENT BOARD

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June 2013

The Sonoma County Economic Development Board (EDB) is pleased to present the *Sonoma County Craft Beverage Report*. This report offers economic insight on Sonoma County's craft brewery, distillery, and cidery businesses and identifies opportunities for growth.

The craft goods industry is typified by a national shift in consumer preferences towards small production, local-ingredients, and high-quality, labor intensive goods. In terms of beer, this means more American consumers are sampling ales, porters, and wheat beers while moving away from mass-produced beers. Sonoma County's craft beer, spirits, and cider businesses are well situated to take advantage of these nationwide trends. Local award-winning craft breweries are experiencing rapid growth and leveraging their reputation to attract tourists from around the nation. Sonoma County distilleries and cideries are eager to increase output and employment, but face unique challenges to growth.

Some highlights and concerns faced by these local businesses include:

- As of 2013, there were *18 craft breweries in Sonoma County, with eight having opened in the last two years*. The total economic impact of Sonoma County's brewery industry was estimated to be $123,000,000 in 2012.

- Sonoma County craft distilleries report they have several competitive advantages, such as access to a wide variety of local ingredients, a general appreciation of artisanal goods, and a well-established tourism industry. However, *state regulations regarding tasting and on-site sales make it difficult for distilleries to engage tourists through tours and tastings*, features which are essential to marketing and growth.

- Cider sales were up 70 percent nationwide in 2012, which followed a 31 percent jump in 2011. *The renewed nationwide interest in cider is having an impact on Sonoma County's cider industry*. Two additional local cideries have opened in the past two years, one of which has quadrupled their production in that time.

- Permits and local regulations are recognized as the highest impediment to growth for the brewery, cidery and distillery industry, with 72% of businesses ranking it the first or second most important issue that they face. Many businesses stated the high cost of permits and the slow processing time as impediments to expansion.

Through reports such as this, the EDB gathers essential data so that businesses and policy makers can identify problems, engage in discussion, and partner to resolve issues that stand in the way of economic success for our region. The EDB is committed to working with our partners to take the actions necessary to build on our strengths and to address our deficiencies – to improve economic opportunities for all Sonoma County residents.

Pamela Chanter
Chair
Economic Development Board

Ben Stone
Executive Director
Economic Development Board

**Board of Directors**

Pamela Chanter, *Chair* Joe Orlando, *Vice Chair* Libby Harvey FitzGerald
Michael Nicholls Linda Kachiu Peter O'Brien Melanie Bagby
Michael Tomasini Marcos Suarez John Webley

**National Trends**

Dynamics in the U.S. beer market have been driven by a growing consumer preference for craft beer. Craft brewing makes up 10% of the national beer market and was responsible for much of the overall beer industry growth in 2012. National beer sales by volume rose just 0.9% in 2012 while U.S. craft brewing sales increased 15% by volume in 2012 in addition to a 13% increase in 2011. While established breweries struggle to keep up with demand, new breweries enter the market with 409 openings nationally in 2012. The number of U.S. craft breweries totaled 2,347 in 2012, the most in 125 years.

**How is Sonoma County doing?**

The first craft brewery in the U.S. since Prohibition, New Albion Brewing Company, opened in the city of Sonoma in 1976. While New Albion was in business for only six years, its legacy is seen through Sonoma County's exceptional craft breweries. As of 2013, there were 18 craft breweries in Sonoma County with eight having opened in the last two years. Lagunitas Brewing Company, located in Petaluma, had a 40% increase in sales from 2011-2012 and is the sixth-largest craft brewer nationwide. (For more information on the economic impact of Lagunitas Brewing Co., see page 7.)

Craft breweries have found a home with the creative culture of Sonoma County that emphasizes exceptional artisanal products. Sonoma County breweries have won numerous awards and have a regular presence at national competitions such as the World Beer Cup and Great American Beer Festival. The annual release of Russian River Brewing Co.'s Pliny the Younger, a beer which is consistently ranked as one of the top beers in the world, draws thousands of tourists from across the nation. (For more information on the tourism impact of Pliny the Younger, see the case study on page 8.)

**Impediments to Growth**

The most common issue indentified by craft breweries as an impediment to growth was the local permitting process. Breweries are anxious to meet growing demand for their product, and the extended time it takes to apply for a permit and have it reviewed may result in lost opportunities. For new breweries, permitting fees themselves can be a significant barrier.

The second biggest concern for smaller craft breweries, those with revenue less than $2 million, was lack of working capital, which has prevented them from hiring additional workers and expanding production to meet demand. For well-established breweries, state and federal regulations were found to be their second biggest impediment to growth. (For a complete discussion of these impediments to growth, see page 5.)

## By the Numbers...

**15%** Increase in craft beer sales by volume in 2012 - Nationwide

**41%** Increase in craft beer sales by volume in 2012 -Sonoma County

**0.9%** Increase in overall beer sales by volume in 2012 - Nationwide

**18** Number of Sonoma County craft breweries in 2013

**8** Craft breweries in Sonoma County founded since 2011

**Overview of hops in Sonoma County**

For 100 years hops were just as important to Sonoma County's economy as grapes are today. From the mid 1800s through 1950, hops were the most valuable crop in a county whose agricultural industry ranked in the top 10 in the nation. Hops grew well in the rich soil along the Russian River, and the annual harvest season brought workers from across the state. Around 1950, a combination of supply, demand, and technological changes ended the hop industry in Sonoma County. Of these changes, the invention of a hop picking device by Santa Rosa resident Florian Dauenhauer in the 1940's had the most lasting impact. The picking machine worked well in Washington State and Oregon, where fields could be made much larger than Sonoma County. Today Washington and Oregon remain the top producers of hops in the U.S.

# Industry Briefing - Craft Distilleries

**National Trends**

The number of craft distilleries across the U.S. has increased fivefold in the past five years from 52 in 2005 to 234 in 2011. This rapid rise has been aided by a change in consumer preferences over the past two years from value spirits to those classified as premium, super premium, and high-end premium. For example, vodka, which accounts for 32 percent of spirits volume in the U.S., saw a 10% increase in super premium sales by volume from 2011 to 2012. At the same time value vodka (e.g. Smirnoff) grew by just 1.7 percent.

Those states that have overturned the remnants of certain prohibition-era laws have seen a booming craft distillery industry. The ability to offer on-site tastings and sales, and the marketing benefits that come along with that, has been particularly beneficial. In 2008, Washington State passed a law allowing on-site tasting and sales for distilleries that met requirements on output and on the sources of ingredients. Over the next four years, the number of craft distilleries jumped from 0 to 40. As of Jan 2013, just four states, including California, specifically do not allow tastings and direct sales for distilleries.

**How is Sonoma County doing?**

California's diverse agriculture industry, including Sonoma County's exceptional wine, offer a great opportunity for craft distilleries that embrace locally sourced ingredients. For example, Sonoma's Prohibition Spirits uses Pinot Noir wine barrels to finish bourbon that won "best small batch bourbon" in the 2012 Spirits International Prestige Awards.

Sebastopol-based Spirit Works Distillery is an example of a distillery that follows a "grain to glass" philosophy. This means each stage of production is performed on-site using California grain. Beginning with grain and transforming it to gin through mashing, fermenting, and distilling is a time and labor-intensive prospect, and some businesses choose to sidestep this by purchasing intermediate products. Spirit Works is among a handful of distilleries in the U.S. that performs the entire process in-house. This dedication to quality reflects the artisanal spirit of all craft producers in Sonoma County.

**Impediments to Growth**

Sonoma County craft distilleries report they have several competitive advantages such as access to a wide variety of local ingredients, a general appreciation of artisanal goods, and perhaps most importantly, a well-established tourism industry. However, state regulations regarding tasting and on-site sales prohibit distilleries to engage tourists through tours and tastings, features that made wineries successful. In 2012, there were three craft distilleries in Sonoma County with one opening in 2011. Revisiting these state level prohibition-era laws will be crucial in allowing Sonoma County businesses to remain competitive in the nationwide craft distilling boom.

## By the Numbers...

**5-fold** Growth of craft distilleries in the United States in the last 5 years

**3** Number of craft distilleries in Sonoma County - 2013

**0** Number of craft distilleries in Washington State before legalization of tastings and in-store sales in 2008

**40** Number of craft distilleries in Washington State four years later

**Prohibition's lingering effect on the distillery industry**

At the beginning of the 20th century, U.S. distilleries in the numbered about 5,000, twenty years later, barely a dozen remained. The era of Prohibition not only devastated the distillery industry of the early 1900s, it brought about restrictive, Federal and local laws that persist today. The regulations regarding in-store sales and tastings is one of the more onerous laws for California craft distilleries. Additionally, unlike beer and wine, spirits may not be made at home for personal use. Distilleries also face a federal tax excise tax regardless of their size. Will the number of distilleries ever return to pre-Prohibition levels? Future growth will be influenced by how governments revise their prohibition laws, and ultimately, the pace of consumer demand.

# Industry Briefing - Craft Cideries

**National Trends**

Craft cider sales were up 70 percent nationwide in 2012 on top of a 31 percent jump in 2011. With the small production and locality niche established by craft beer, businesses including major beverage producers Anheuser-Busch InBev and Heineken are investing in the possibility that cider could follow in the same direction. In addition to similar principles driving the craft beer and spirits boom, businesses see the opportunity to reach new audiences with craft cider. The beer market is overwhelmingly male (80 percent) while craft cider is reported to be gender-neutral. Cider is also able to command a higher price at $35 per case on average, $2 higher than for craft beer. The potential for cider growth in the U.S. market is high, with cider making up just 0.2 percent of combined beer and cider sales in the U.S., compared to 17 percent in the U.K.

**How is Sonoma County doing?**

The renewed nationwide interest in cider is having an impact on Sonoma County's cider industry. Two cideries have opened in the past three years, Tilted Shed Ciderworks and Apple Sauced Cider. Since opening in 2010, Tilted Shed Ciderworks has quadrupled their production. They join two established cideries founded in the 1900's, California Cider Co. and Murray's Cyder.

Californa Cider Co. took home three medals from the World Beer Championships in 2010 for its Ace Cider. It was founded in 1994, making it the oldest cidery in Sonoma County of those currently in operation. It has grown to become the largest family owned cidery in the United States. In 2012 its sales rose 52% from the previous year.

**Impediments to Growth**

One of the largest concerns of local cideries is the availability of cider apples, as not every variety of apples can be used to create cider. The same qualities that make great cider apples, such as tannins and acids, are also qualities that are avoided in common eating apples. The main threat to the supply of apples is the competition for land acreage. Those Sonoma County cideries that wish to source their apples locally must complete with the many other interests.

Access to capital is also a concern for cideries. Relative to the market for craft beer and spirits, the cider market is new. It is also growing at an even faster rate. Cideries that have opened in recent years are already looking to increase capital to expand production and hire additional employees. Permitting fees, an additional barrier for small businesses, have prevented at least two cideries from opening tasting rooms.

## By the Numbers...

**31%** Nationwide increase in cider sales in 2011

**70%** Nationwide increase in cider sales in 2012

**4** Cideries in Sonoma County - 2013

**2** Local cideries opening in the last three years

**80%** Percentage of beer market that is male, showing the benefit of marketing cider as a gender-neutral drink

**History of Sebastopol Gravenstein Apple**

Sonoma County's very own apple variety is the Sebastopol Gravenstein. Having sweet, tart, and crispy characteristics, the Gravenstein makes a great eating apple and is highly regarded in pies and applesauce. First brought to the area by Russian trappers in 1811, the Gravenstein grew in popularity to number 15,000 acres in Sonoma County in 1940. During this time an entire apple processing industry was supported in Sonoma County, and during World War II, the apple variety of choice for supplying soldiers was the Gravenstein. Since 1940, land that was used to grow apples has greatly diminished due to land development and grape production. In 2008, the number of acres devoted to apples in Sonoma County was just 2,800 with only a third of producing Gravensteins.

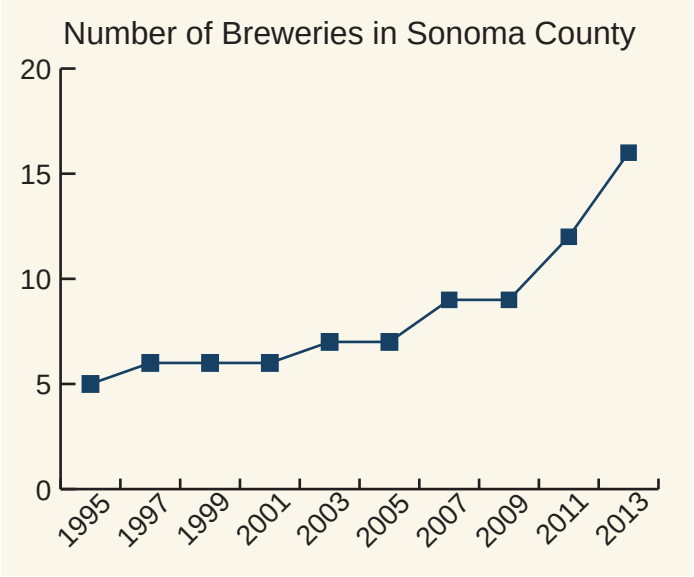
Local cideries have stepped in to help preserve the Gravenstein by raising awareness and making it a showcase ingredient in some of their ciders. One new cidery from Sebastopol, Apple Sauced Cider, makes a 100% Gravenstein apple cider.

# Key Industry Concerns and Opportunities

**Current Growth in Sonoma County**

Sonoma County's craft brewery industry has been growing at an exponential rate since the early 1990's. In the last 5 years, the number of breweries has doubled.

The brewery, cidery and distillery business in Sonoma County also have a strong growth outlook, with 95% of survey respondents expecting to expand production in the next year, 85% expecting to invest in locations and equipment, and 65% expecting to increase the number of full-time workers.

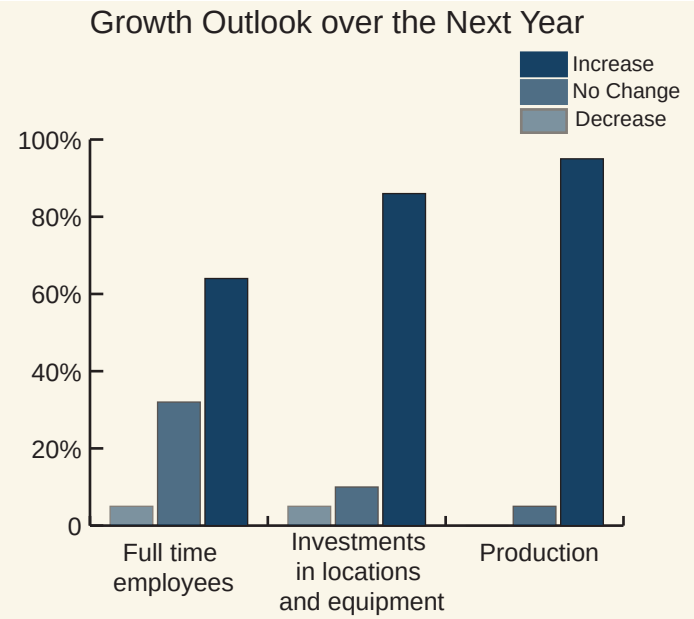



**Permits and Local Regulations**

Permits and local regulations are recognized as the highest impediment to growth for the brewery, cidery and distillery industries, with 72% of business executives who responded ranking it the first or second most important issue that they face. Many respondents quoted the high cost of permits and the slow processing time as problems they are facing in expansion.

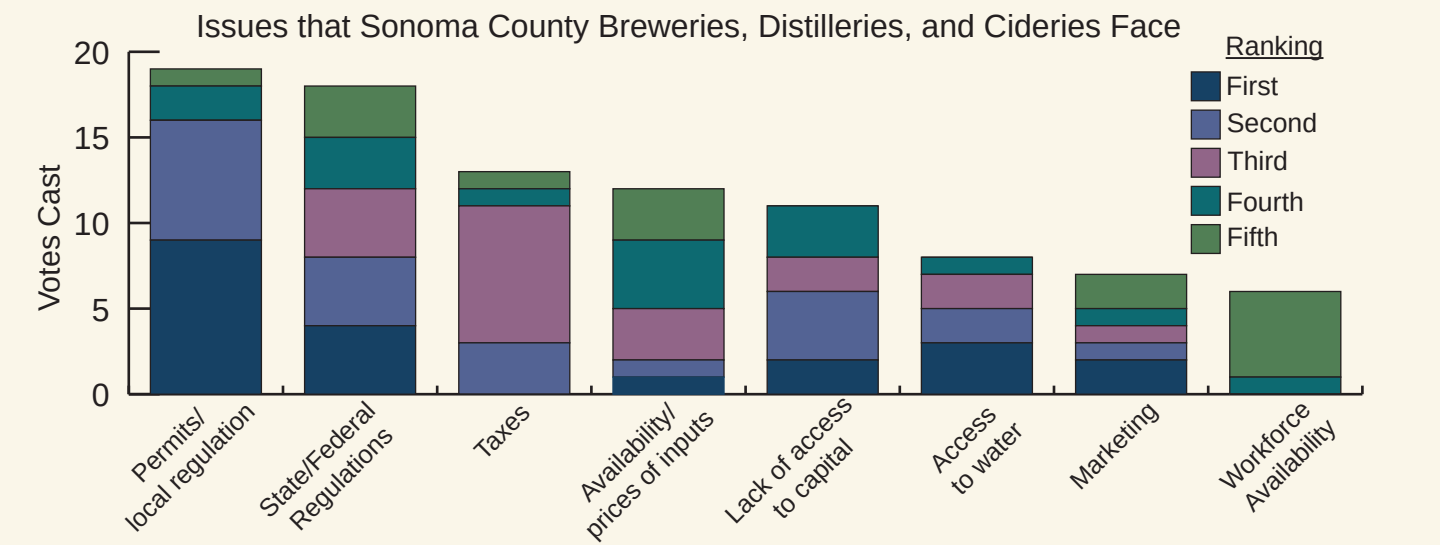
**Access to Water**

Access to water remains a high concern for the larger producing breweries in Sonoma County. A constant local supply of water is necessary to ensure long term growth of Sonoma County's brewing industry. Coupled with waste water constraints and sewer line capacity, water management can be viewed as a current and future major impediment to growth.




**State and Federal Regulations**

State regulations are currently impeding the growth of distilleries in Sonoma County. Prohibition-era laws disallow distilleries from operating tasting rooms to showcase their product, unlike wineries and breweries. Furthermore, these laws prevent distilleries from selling directly to the consumer. California remains one of four states in the United States that restricts tasting and direct-to-consumer sales for distilleries. This regulation impedes the ability of distilleries in Sonoma County to market themselves to consumers on a competitive level.



# Economic Impact Analysis - Craft Breweries

**Premise**

Craft breweries are a unique asset to Sonoma County which can be seen through their nationally awarded beer, tourism (page 8), community outreach (page 10), as well as their impact on the local economy. Sonoma County breweries employ 500 individuals with total sales of $96 million. Comparison of the percentage of brewery employment relative to the labor force shows that employment in the brewery industry is 13 times more concentrated in Sonoma County compared to the U.S.

In 2012, the California Craft Brewers Association released a statewide study and found the brewing industry created $3 billion in economic impact. As many impediments to growth exist at the local level, the Sonoma County Economic Development Board performed an economic analysis on the county's craft brewery industry.

**Economic Analysis**

The total economic impact of Sonoma County's brewery industry in 2012 is estimated to be $122,807,840. This figure includes both the output of the breweries themselves and the economic multiplier effects associated with their output. The indirect effect measures the additional income to the breweries' supply chain. The supply chain itself is then able to use that income to support additional jobs and output. The induced effect refers to the additional income to employees who in turn support the local economy. The magnitudes of these effects were $18,075,722 and $8,681,310, respectively. In order to calculate the multiplier effects, the EDB utilized IMPLAN (Impact Analysis for Planning), a modeling software widely used by government organizations and nonprofits for analysis. A detailed methodology of the analysis can be found in Appendix B.

**Labor-Intensive Brewing is an Economic Gain**

An economic benefit of craft breweries is their focus on small quantity production. The high output-per-worker strategy of large-scale breweries such as Anheuser-Busch comes at the cost of relatively smaller employment and diminished beer quality. Anheuser-Busch operated at about 2,080 barrels per employee in 2012, while the four largest Sonoma County craft breweries averaged 626 barrels per employee in 2012. While less-efficient production is not typically economically desirable, the ability of craft breweries to capitalize on surging demand for artisanal products is a boon to Sonoma County's economy.

## By the Numbers...

**499** jobs directly created by craft brewing

**179** jobs indirectly created by craft brewing

**$123,000,000**

estimated total economic impact of craft brewing in Sonoma County

**2,080** barrels per employee Anheuser-Busch

**626** barrels per employee avg. for Sonoma County's four largest breweries

**Top Industries Affected by Brewing**

| Description | Total Output Attributed to Breweries |
|---|---|
| Wholesale trade businesses | $3,225,469 |
| Management of companies and enterprises | $2,586,211 |
| Transport by truck | $1,681,255 |
| Real estate establishments | $1,551,210 |
| Management, scientific, and technical consulting services | $1,042,277 |
| Food services and drinking places | $679,719 |
| Accounting, tax preparation, bookkeeping, and payroll services | $446,990 |
| Employment services | $271,452 |
| Grain farming | $234,419 |

# Economic Impact - Lagunitas Brewing Company

Sonoma County's Largest Brewery

Lagunitas Brewing Company is the largest craft brewery in Sonoma County, and is the sixth largest nationwide. In 2013, the Petaluma-based brewery produced 73% of Sonoma County's craft beer and employed 52% of the industry. The growth of Lagunitas Brewing Co. is having an impact on the local economy. Year-over-year sales grew by 40% to $60 million from 2011-12, making it one of the nation's fastest growing breweries. Its Petaluma headquarters has added 100 jobs in the last 12 months to bring total employment to 350.

Years of successive growth have been accompanied by plans to further target a national customer base. Lagunitas Brewing Co. currently distributes to 34 states and has been undertaking a series of capital investments to increase output. A brewing facility in Chicago capable of producing 1.7 million barrels will be opening in the summer of 2013 and will allow Lagunitas Brewing Co. to effectively market to the East Coast. The Chicago brewery will begin output at 300,000, slightly more than the 254,000 barrels it produced in Sonoma County in 2012. Furthermore, Lagunitas Brewing Co. is increasing the capacity of its Petaluma brewery to 520,000 barrels with a $9.5 million expansion that began in 2011.

**Waste Water**

The rapid growth of Lagunitas Brewing Co. has been accompanied by some infrastructure problems in Petaluma. The city's new waste water treatment facility, built in 2009, is unable to process the brewery's high-density waste. The waste is instead trucked to Oakland, which Lagunitas Brewing Co. estimated will cost $1.5 million in 2013. In the years leading up to the water facility's final design, Lagunitas Brewing Co. was small enough that it was not anticipated to require high-density waste treatment. A solution to treat waste water within Petaluma would be a boon to the growing local breweries, as well as the other food processing businesses in the area such as dairies. Clover Stornetta Farms also trucks its high density waste water to Oakland.

## By the Numbers...

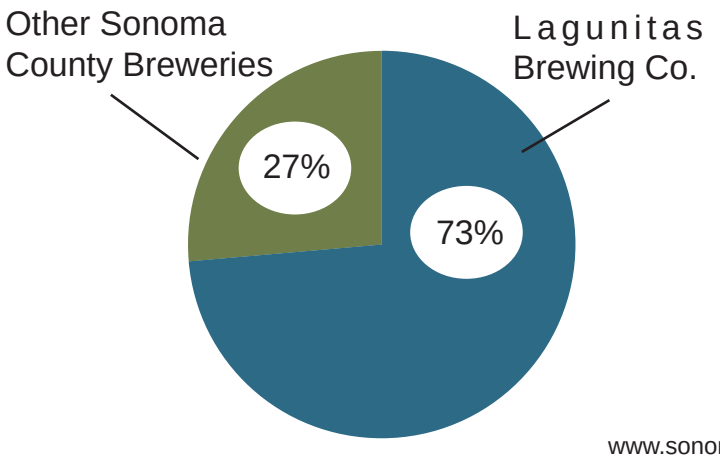
**52%** Percent of Sonoma County's craft beer industry employed by Lagunitas Brewing Co.

**40%** Lagunitas Brewing Co. year-over-year sales growth from 2011-12.

**254,000 barrels** Lagunitas Brewing Co. 2012 production

**2.2 million barrels** Brewing capacity after completion of the Petaluma and Chicago expansions

## Sonoma County Craft Beer Production



# Tourism Impact - Pliny the Younger

## Sonoma County: A Premier Destination for Craft Beverages

**Premise**

Sonoma County tourism is the third-largest among neighboring counties and it has long been an integral part of its economy. Tourists in 2011 brought $1.47 billion to the economy and supported 17,000 jobs. Continued growth in this industry will depend on successful marketing of Sonoma County's local assets. Sonoma County breweries have a national reputation for their innovation and award-winning beer. However, a potential problem is that while beer is readily associated with a brewery's name, the location of the brewery is not. This is a lost opportunity to market a strong asset as there is potential for building Sonoma County as a craft beverage destination.

One way to determine if there is an interest for beer tourism is to gather both quantitative and qualitative evidence through a case study where tourists can be surveyed on their spending habits. The annual release of Pliny the Younger beer draws thousands of beer lovers from around the nation to Santa Rosa, the largest city in Sonoma County, and provides an audience for performing this case study.

**Why Pliny the Younger?**

In 2009, the beer community website BeerAdvocate.com ranked Pliny the Younger, a triple IPA brewed by Russian River Brewing Company, as the "best beer" in the world. Since then, this beer has gathered a cult-like following among beer enthusiasts. Compared to a standard IPA (India Pale Ale), a triple IPA has roughly triple the amount of hops and more than twice the alcohol content. While Russian River Brewing Co. is not the only brewery that brews a triple IPA, it enjoys the most publicity through Pliny the Younger.

Contributing to the allure of this beer, unlike other Russian River Brewing Co. beers, you can not pick Pliny the Younger up at the store. The only way to sample this beer is on-site or at a few select Bay Area locations during its two-week annual release in February. Thousands of beer lovers from around the nation, and even a few who make the trip from abroad, line up outside the brewpub in Santa Rosa every day during its release. On opening day in February 2013, the most enthusiastic attendees waited up to seven hours in a line that wrapped around blocks for a chance to sample the brew.

**Results**

The 2013 release of Pliny the Younger drew 12,500 attendees to Russian River Brewing. According to the survey results, 8,140 of these attendees, or 65 percent, were tourists who traveled specifically to try the beer. Their aggregate expenditure within Sonoma County, also known as their direct impact, totaled $1,440,151. In addition, the money that tourists spent in the local economy had multiplier effects in similar ways as discussed in the industry economic impact section on page 6 of this report. The indirect impact and the induced impact are estimated to have been $421,467 and $495,991, respectively. The total tourism related impact of Pliny the Younger was $2,357,609.

Survey results indicate that tourists spent a large portion of their money at restaurants, breweries, and bars during their visit. In addition to visiting Russian River Brewing, tourists reported arriving early or staying an extra day to visit other breweries in the area. Tourists spent an average 1.6 days in Sonoma County, and 44 percent stayed in a local hotel or lodging during their stay.

At least 26 states and 5 foreign countries were represented at the 2013 release of Pliny the Younger. The majority of tourists, 83.6 percent, were from California. Other domestic tourists made up 15.2 percent of the visitors with the remaining 1.1 percent traveling internationally.

*A complete discussion of the survey methodology is available in Appendix A: Tourism Case Study Methodology*

Attendees wait for Pliny the Younger in lines that at times spanned 3 block lengths

**Quotes from Release Day**

"I came to Sonoma County just for Russian River [Brewing Co.] and the Pliny the Younger release."
- James, Los Angeles, CA

"We came for the Pliny the Younger release and also to do some wine tasting."
- John, Chicago, IL

"We came to Sonoma County to try some of the best beer in the world."
- Adam, Fort Worth, TX

# By the Numbers...

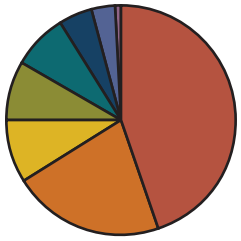
**12,500** Number of attendees at the 2013 release of Pliny the Younger

**65%** Percentage who traveled from outside of Sonoma County

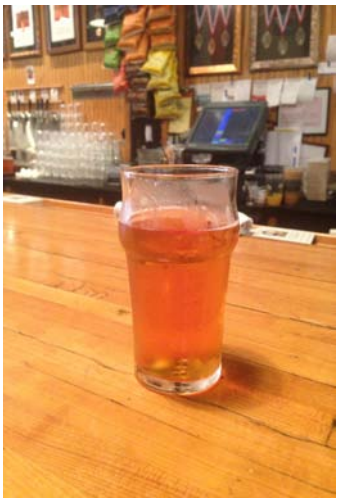
**44%** Percentage of tourists who stayed at a local hotel or lodging

**$2,360,000** Total economic impact of the 2013 Pliny the Younger release

**Tourist Spending by Category**



- Restaurants, takeout food, and bars: $783,977
- Hotel and lodging: $372,534
- Retail shopping: $155,283
- Souvenirs and other expenses: $142,517
- Gasoline: $135,626
- Local Transportation: $84,877
- Winery: $56,567
- Spa/Personal Services: $11,544



Left: A glass of Pliny the Younger. Right: Release day line

**Pliny the Younger video**

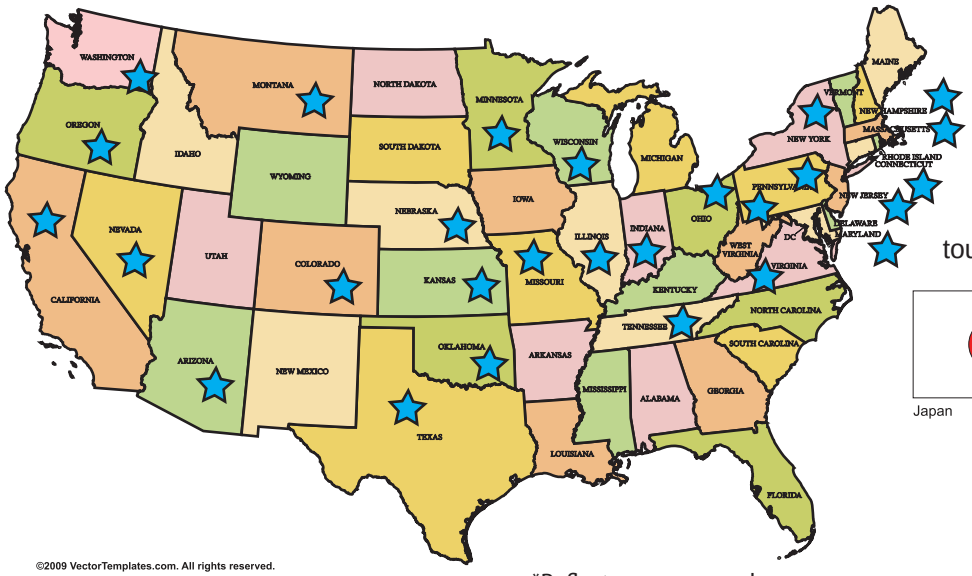
The Sonoma County EDB partnered with the Community Media Center of the North Bay to produce a short video to interview attendees from outside of Sonoma County. This video is available for viewing on the Sonoma County EDB's YouTube page.

YouTube

COMMUNITY MEDIA CENTER NORTH BAY www.communitymedia.org

## Beer Enthusiasts from Across the United States

States represented by tourists at the Pliny the Younger release*

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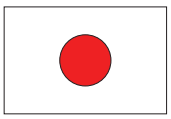
## Top 5 States Represented

1. California
2. Nevada
3. Illinois
4. Washington
5. Texas

## Beer Lovers from Abroad

Foreign countries represented by tourists at the Pliny the Younger release*


Japan

Canada

United Kingdom

Germany

Netherlands

*Reflects survey sample

www.sonomaedb.org

# Community Contributions

Involvement in community philanthropy is an important aspect for Sonoma County's breweries, cideries and distilleries. The majority of these businesses are involved in creating a positive community impact in one way or another.

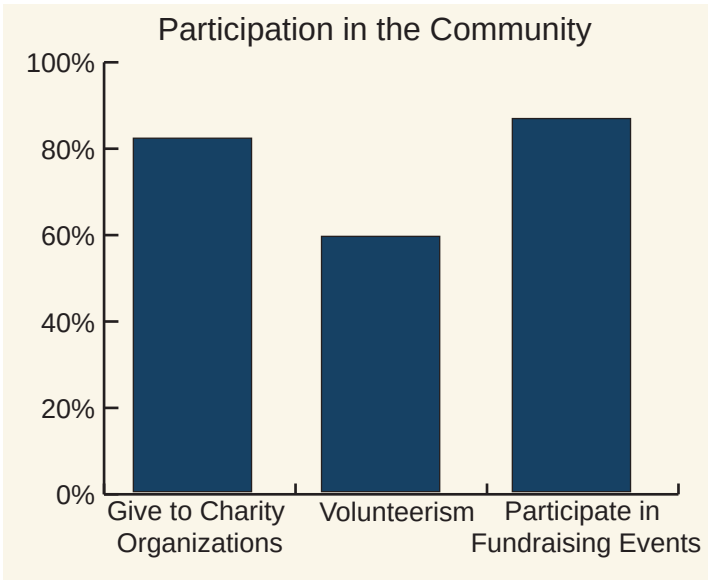
**Fundraising and Charity**

Almost 90% of the survey respondents reported that they participated in fundraising events. The majority of Sonoma County breweries and cideries participate in beer festivals and events that raise money for local charities. "Beerfest - The Good One" is an example of this type of event. The festival is held annually in early June as a fundraiser for Face to Face, Sonoma County's AIDS Network.

The new Petaluma River Craft Beer Fest scheduled for September 2013 will be curated by Petaluma resident Ken Weaver, author of The Northern California Craft Beer Guide, and co-sponsored by Petaluma Valley Rotary and Petaluma Area Chamber of Commerce. This fundraiser benefits non-profits and projects on the Petaluma River.

Furthermore, fundraising is done by breweries for different causes. Russian River Brewing Company holds a month-long fundraiser in October to raise money for breast cancer research. In 2011, the company raised over $67,000 that they donated to the Sutter Breast Care Center. Additionally, Lagunitas Brewing Company reported they donated beer or money to over 2,000 non-profit organizations in 2012. Almost all of the breweries, distilleries and cideries reported that they have done fundraising within their business to support local organizations.

The annual "Sonoma County Beerfest - The Good One" raises $8,000-$10,000 for Face to Face, Sonoma County's AIDS Network.



Bear Republic Brewing Company, Inc. donated to about 200 Non-Profit organizations in 2012, totaling about $40,000-$70,000 between 2012-2013.

## Organizations that are supported by Sonoma County Breweries, Cideries and Distilleries

- Face to Face
- Sutter Breast Care Center
- Boys & Girls Club
- Healdsburg Performing Arts
- Surfrider Foundation
- Ales for Autism
- Cinnabar Theatre
- Gravenstein Apple Fair
- Kiwanis
- Rotary
- Pet's Lifeline
- Petaluma - Keeping Music in the Schools
- Windsor High Sports
- Lifehouse
- School Garden Network
- Big Brothers Big Sisters of the North Bay
- The Children's Village of Sonoma County
- SchoolsPlus
- Committee on the Shelterless
- Sutter Pacific Medical Foundation

And many more!

# Acknowledgements

The Economic Development Board would like to thank the following businesses for their time and input in completing the industry survey

**Breweries**

101 North Brewing Company

Bear Republic Brewing Company

Dempsey's Restaurant and Brewery

Divine Beer

Healdsburg Beer Company

Henhouse Brewing Company

Lagunitas Brewing Company

Moonlight Brewing Company

Old Redwood Brewing Company

Petaluma Hills Brewing Company

Russian River Brewing Company

Ruth McGowan's Pub

Sonoma Springs Brewing Company

St. Florian's Brewery

Third Street Aleworks

Warped Brewing Company

**Distilleries**

HelloCello

Spirit Works Distillery

Stillwater Spirits

**Cideries**

Apple Sauced Cider

California Cider Inc

Tilted Shed Ciderworks

# Thank you

The Sonoma County Economic Development Board would like to thank the following people for their support and help with this report.

Natalie and Vinnie Cilurzo and the staff at Russian River Brewing Company for allowing the EDB access to their brewery during the Pliny the Younger release for surveying, videotaping and interviewing. Their enthusiam for this report ensured a robust sample size during the two-week surveying period.

California Craft Brewers Association for providing their list of breweries in Sonoma County.

Community Media Center of the North Bay for their time, guidance and editing of the accompanying Pliny the Younger video.

The Sonoma County Craft Beverage Report was managed by the Economic Development Board's project coordinators.

**Matt Liedtke** wrote the industry briefings, the economic impact sections for the craft brewing industry and Pliny the Younger release, and the appendices. He was also responsible for acquiring data and carrying out the economic impact analysis.

**Audrey Bendowski** wrote the industry concerns and opportunities section, and the community contributions section. She was also responsible for the design of the Pliny the Younger survey.

Both Matt and Audrey oversaw the production of the Pliny the Younger video.

# Appendix A: Pliny the Younger Survey Methodology

**Premise**

The Economic Development Board developed a strategy to survey patrons at Russian River during the two-week release of Pliny the Younger from February 1 to February 14. The survey was conducted through brief survey cards which asked, among other questions, their group size, spending habits, and place of origination. The survey was constructed using best practices with the following specific intensions

- Indentify whether the survey respondent was a Sonoma County resident
- Indentify whether the survey respondent visited Sonoma County specifically for Pliny the Younger
- Structure questions without revealing the intentions of the survey
- Offer a small incentive to encourage responses from both locals and tourists
- Ensure survey questions regarding spending habits are aligned with IMPLAN sector categories

The purpose of the first two points was to calculate the tourism related economic impact related strictly to the release of Pliny the Younger. *Those tourists who where in the area and casually showed up to the event should not have their spending attributed to it.*

The third point refers to reducing respondent bias. For instance, the survey asks "What attraction best describes your reason for visiting Sonoma County?" instead of "Did you attend Sonoma County for Pliny the Younger"? While the survey card had the EDB logo on it, there was no indication in the text that it was an economic impact study.

The fourth point was to provide an additional incentive besides altruism to complete the survey. The survey participants were entered in a raffle to win a Russian River Brewing sweatshirt.

**Tourist Spending**

The economic impact analysis was conducted using the IMPLAN software which required tourist spending to be allocated to respective industry sectors. The fifth point refers to structuring spending habit related questions so that they correspond directly to an IMPLAN sector.

| Survey Card Spending Category | Corresponding IMPLAN Sector |
|---|---|
| Restaurants, takeout food, and bars | 413: Food services and drinking places |
| Hotel (Lodging) | 411: Hotels and motels, including casino hotels |
| Retail shopping | 329: Retail stores – General Merchandise |
| Local transportation (including rental) | 336: Transit and ground passenger transportation |
| Airfare (if applicable) | 332: Transport by air |
| Gasoline | 326: Retail Stores – Gasoline stations |
| Winery Visit | 72: Wineries |
| Spa/Personal services | 419: Personal care services |
| Souvenirs and other expenses | 319: Retail stores – Clothing and clothing accessories |

**Surveying Procedure**

The EDB coordinated with staff at Russian River to distribute the survey cards to patrons. Each group of attendees was given a single survey card to fill out immediately upon sitting down. The timing of the survey mitigated possible intoxication bias. Each survey card represented the spending habits of one group of attendees. Survey cards were distributed throughout the event.

**Calculations**

The EDB tallied 736 survey cards that represented the input of 2,532 attendees (number of survey cards * average group size = 736 * 3.44 = 2,532). The 736 survey cards excluded approximately 30 cards that were unusable. The total number of patrons at Russian River Brewing Co. throughout the release of Pliny the Younger was determined though point of sale records and totaled 12,500.

Of the 736 survey cards, 541 indicated they were filled out by individuals who were from outside of Sonoma County. Of the 541 tourist survey cards, 62 indicated their group did not attend for a Pliny the Younger related reason (e.g. wine, family, left blank). Therefore, the EDB received 479 cards from tourists strictly traveling for Pliny the Younger. The ratio of tourists to visitors was calculated as 65% = (479/736)*100.

When calculating the average spending per visitor throughout their entire stay for each spending category, any spending question that received no response was given a value of 0. The average spending per visitor throughout their entire stay for each spending category was then multiplied by the total number of visitors 8,141 = .65*12,500. These resulting values, the estimated total expenditures for each spending category, were the final inputs for IMPLAN.

Survey respondents were asked to indicate their method of transportation to get to Sonoma County so that airfare spending to be allocated only to only those who flew into the Charles M. Schulz - Sonoma County Airport as opposed to the San Francisco International Airport. Six groups from the survey sample indicated they flew into the Sonoma County. Due to the small sample size, average airfare spending was not included in the final economic impact total. On a related note, 54 groups indicated they flew into an airport other than Sonoma County's.

# Appendix B: Economic Impact Methodology

**Premise**

The EDB surveyed Sonoma County breweries, distilleries, and cideries in order to access their impact on the county and identify impediments to growth. This survey was partially motivated by recent economic reports on the brewery industry for Larimer County, Colorado (The Economic Impacts of Breweries on Larimer County, Colorado State University, 2011), Colorado State (Craft Brewers Industry Overview and Economic Impact, University of Colorado, 2012), and California State (California Craft Brewing Industry: An Economic Impact Study, University of California, Berkley, 2012). The major similarity between all three reports is the use of the IMPLAN modeling software to perform the economic impact analysis. In producing an economic impact analysis for Sonoma County, the EDB used these reports as a model to develop its own survey.

While distilleries and cideries were surveyed, and their responses show up throughout the report, the EDB was unable to perform an economic analysis in the same way as it did with breweries. Due to a small sample size, the EDB could not report their impact without compromising their anonymity. Suppressing sensitive business data because of this circumstance is a common practice among data providers such as the BLS and California EDD.

**Survey**

An effort was made to include the input from all Sonoma County breweries, distilleries, and cideries. A list of Sonoma County businesses that were classified as a manufacturer of beer, spirits, or cider was created using information from the California EDD, InfoGroup, press articles, and the California Craft Brewers Association. The survey itself was two pages and was distributed to each of the 18 breweries, three distilleries, and four cideries on this list. Responses were received from 16 breweries, three distilleries, and three cideries for an overall response rate of 88%.

**Analysis**

The IMPLAN software models the impact of an event on a given economy which is referred to as input-output analysis. An extensive database of industry specific economic data allows IMPLAN to generate a Social Accountability Matrix. This matrix is used to track the interactions between different sectors of the target economy, and in doing so, provides the basis for calculating an event multiplier.

Survey recipients were asked to indicate their number of full-time and part-time employees in 2012, along with their total sales in 2012. The aggregate brewery sales and employment were allocated to IMPLAN sector 71 to run the analysis. Since all beer production takes place within Sonoma County, the local purchasing percentage was 100%.

# Appendix C: Sources


**Advertising Age,** (www.adage.com)
Cider Seen as Next 'Craft' Brew as Sales Climb 25% This Year (11/28/11)

**Anheuser-Busch InBev,** (www.ab-inbev.com)
2012 Annual Report

**Ark of Taste,** (www.slowfoodusa.org)
Sebastopol Gravenstein Apple

**Brewers Association,** (www.brewersassociation.org)

**Distilled Spirits Council of the United States,** (www.discus.org)

**Hard Cider News,** (www.hardcidernews.com)
Featured Cider Company: California Cider Company (2/9/13)

**North Bay Business Journal,** (www.northbaybusinessjournal.com)
Lagunitas completes $15M expansion (9/10/12)

**Prohibition Spirits,** (www.prohibition-spirits.com)

**SONOMA,** (www.sonomanews.com)
Craft distillers push for tasting rooms (1/7/13)

**Spirit Works Distillery,** (www.spiritworksdistillery.com)

**Technomic, Inc.** (www.technomic.com)
2012 BeerTAB (Trends in Adult Beverage)

**The Economist,** (www.economist.com)
Prohibition hangover (9/8/12)

**The New York Observer,** (www.observer.com)
New York's Beer Debt to California (2/3/11)

**The Press Democrat,** (www.pressdemocrat.com)
Beer fans to line up for Santa Rosa brewery's once-a-year ale (1/1/13)
Four North Coast craft brewers among 50 largest in U.S. (4/11/13)
Hops, once king of county's crops, helped put region on map (6/29/08)
Lagunitas Brewing Company tasting success (4/27/13)
The cider sensation (2/5/13)

**The San Francisco Business Times,** (www.bizjournals.com/sanfrancisco)
Expansion on tap (3/22/13)

**The Seattle Times,** (www.seattletimes.com)
Craft distilleries win state-fee break (4/13/12)

**The Wall Street Journal,** (www.wsj.com)
After Long Downturn, Beer Sales are Back (10/3/12)

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SONOMA COUNTY
ECONOMIC DEVELOPMENT BOARD

*With acknowledgement and appreciation to local key businesses supporting Sonoma County Economic Development:*

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Pacific Gas and Electric Company

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SONOMA THINK OUTSIDE THE OVAL

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North Bay Business Journal
NORTH SAN FRANCISCO BAY AREA: SONOMA, NAPA, AND MARIN COUNTIES

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SONOMA COUNTY
CRAFT BEVERAGE REPORT

# Sonoma County Craft Beverage Report

ECONOMIC DEVELOPMENT BOARD

SONOMA COUNTY
CRAFT BEVERAGE REPORT

# National Trends

- More than 2,300 Craft Breweries in U.S.
- Craft beer sales increased 15% in 2012
- Number of craft distilleries has increased five-fold in the last five years
- Craft cider sales increased 70% in 2012

# Sonoma County Trends

- Craft beer sales increased 41% in 2012
- Three distilleries in Sonoma County using locally sourced ingredients to win national awards
- California Cider Company is the largest family owned cidery in the United States

ECONOMIC DEVELOPMENT BOARD

# SONOMA COUNTY
# CRAFT BEVERAGE REPORT

## Sonoma County Craft Beverage Industry

**Breweries**

101 North Brewing Company

Bear Republic Brewing Company

Carneros Brewing Company

Dempsey's Restaurant and Brewery

Divine Beer

Healdsburg Beer Company

Henhouse Brewing Company

Lagunitas Brewing Company

Moonlight Brewing Company

Old Redwood Brewing Company

Petaluma Hills Brewing Company

Russian River Brewing Company

Ruth McGowan's Pub

Sonoma Springs Brewing Company

St. Florian's Brewery

Stumpton Brewery

Third Street Aleworks

Warped Brewing Company

**Distilleries**

HelloCello

Sonoma Coast Spirits

Spirit Works Distillery

Stillwater Spirits

**Cideries**

Apple Sauced Cider

California Cider Inc

Tilted Shed Ciderworks

# Economic Impact

- Estimated total economic impact of craft brewery industry is $123 million
- 680 jobs supported by craft breweries
- Lagunitas Brewing Company employs 50% of Sonoma County's brewery industry

# Growth Trends

- In the next year:
  - 95% expect to expand production
  - 85% expect to invest in locations and equipment
  - 65% expect to hire more full-time workers

- Impediments:
  - Permits and Local Regulations
  - State and Federal Regulations
  - Access to Water

# Tourism Impact – Pliny the Younger

- Russian River Brewing Company's Pliny the Younger is released annually in February
- In 2013, 12,500 people visited the pub, 65% being tourists
- The estimated economic impact of tourist spending was $2.35 million

EDB
ECONOMIC DEVELOPMENT BOARD

SONOMA COUNTY
CRAFT BEVERAGE REPORT

# Tourists' Perceptions of Sonoma County

- Interviewed tourists on Pliny the Younger release day

Produced in partnership:

COMMUNITY MEDIA CENTER
NORTH BAY
www.communitymedia.org

# Next Steps

- Industry conference – Fall 2013
- Task group to address challenges
- Sonoma County Tourism

# County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

**Agenda Item Number: 79**
(This Section for use by Clerk of the Board Only.)

| | |
|---|---|
| **To:** | Board of Directors, Sonoma Valley County Sanitation District |
| **Board Agenda Date:** June 25, 2013 | **Vote Requirement:** Majority |
| **Department or Agency Name(s):** | Sonoma Valley County Sanitation District |
| **Staff Name and Phone Number:** | **Supervisorial District(s):** |
| Kevin Campbell 547-1921 | First |
| **Title:** | McGill Road Pipeline Project Recycled Water Agreements and Easement Agreements |

**Recommended Actions:**

1. Authorize the Water Agency staff, on behalf of the District, to negotiate the acquisition of easements and temporary construction rights (collectively Property Rights) required for construction of the McGill Road Pipeline Project (Project) from Gary J. Kiser and Carolyn R. Kiser, Trustees under the Gary J. Kiser and Carolyn R. Kiser Trust Agreement in accordance with an Agreement for Purchase and Sale of Property Rights (Purchase Agreement);
2. Authorize the General Manager to execute the Purchase Agreement and License Agreement with Gary J. Kiser and Carolyn R. Kiser, Trustees under the Gary J. Kiser and Carolyn R. Kiser Trust Agreement, to execute such other documents and to take such other actions as may be necessary to close the transaction facilitated by the Purchase Agreement, following consultation with County Counsel;
3. Authorize the General Manager to execute Recycled Water Agreements with Gary J. Kiser and Carolyn R. Kiser, Trustees under the Gary J. Kiser and Carolyn R. Kiser Trust Agreement, and Angelo C. Sangiacomo as Trustee of the Maria J. Sangiacomo Living Trust dated June 23, 1989 in the form provided to the Board.

**Executive Summary:**

The purpose of this agenda item is to authorize the actions necessary to acquire the property rights necessary to construct the Project, as described below, and to authorize Recycled Water Agreements that the Project will provide service for.

Background on Project:
The Sonoma Valley County Sanitation District (District) operates a recycled water distribution system that transports tertiary treated recycled water produced at the District's Sonoma Valley Treatment Plant to local property owners for permitted uses on their property. Many local vineyard properties within the Sonoma Valley use recycled water produced by the District as an alternative to groundwater. Use of recycled water for agricultural irrigation has the benefit of lessening the pumping of groundwater within

the Sonoma Valley while also decreasing the amount of recycled water the District must store for permitted discharge into San Pablo Bay. The District established a goal of discharging no recycled water into San Pablo Bay and having all of the recycled water used instead for other beneficial uses like agricultural irrigation. District staff successfully negotiated with Sangiacomo Family Vineyards (Sangiacomo) and the Gary J Kiser and Carolyn R Kiser Trust (Kiser) to provide recycled water for use on their properties.

In order to provide recycled water to the Sangiacomo and Kiser properties located west of Broadway south of Sonoma, a pipeline is required to connect the District's existing recycled water main to an agreed upon point of connection located on the Kiser Property west of Broadway in the vicinity of its intersection with McGill Road. Several pipeline routes were identified during the preliminary planning phases and were evaluated for environmental and engineering considerations. After evaluating each of the potential routes, the current route was selected because it had the least engineering constraints and environmental impacts. In addition to the McGill Road alignment, alternative pipeline routes along Splude Road, San Luis Road, and Watmaugh Road were evaluated. The McGill Road pipeline alignment was determined to be the best route in that it minimizes the necessity to acquire property and provides beneficial use for local property owners requesting recycled water primarily due to the proximity of two existing water reservoirs. The McGill Road Pipeline Project (Project) will provide the District the means to deliver no less than 200-acre feet of recycled water per year to Sangiacomo and Kiser in an area not presently served by the District's Recycled Water Program.

Project Description:

The Project involves constructing an 8-inch diameter recycled water distribution pipeline and appurtenances from a turnout location on the District's main Recycled Water Transmission Pipeline, installed in and placed into operation in 2011 (Sonoma Valley Sewer Trunk Main Replacement Project and a portion of the Sonoma Valley Recycled Water Pipeline Project), running under/along McGill Road, and crossing under Highway 12 (Broadway) to a point of service lying just west of the intersection of McGill Road and Broadway, south of Sonoma. The project (design and construction) is anticipated to cost $357,000.00 with approximately $90,000 being reimbursed under the North Bay Water Reuse Authority, from the Bureau of Reclamation's WaterSMART grant. The remaining funds were budgeted for in the 2013/2014 fiscal year with District funds.

Benefits to the District:

The District has a discharge prohibition May through October. During this period, the District must irrigate. The delivery of recycled water to Kiser and Sangiacomo will provide a direct beneficial use of the recycled water. This Project will benefit the District by providing an additional 200 – 250 acre-feet of irrigation.

In the "Sonoma County Water Agency and Bureau of Reclamation, Phase 3 Engineering and Economic/Financial Analysis Report, North San Pablo Bay Restoration and Reuse Project" by CDM in June of 2008 capital costs of $121 million were estimated to provide 4,654 acre feet of water in the North Bay region or an average of $26,000 per acre foot. As previously stated, the capital cost for this project is anticipated to cost $357,000 with approximately $90,000 being reimbursed under the North Bay Water Reuse Authority, from the Bureau of Reclamation's WaterSMART grant. Project capital to supply 200 acre feet of water with the $90,000 grant is estimated to be $1,335 per acre foot,

significantly less than alternative recycled water pipelines in the area.

In addition, the Project offers operational flexibility because Sangiacomo owns several storage reservoirs which are connected. Storage is an important component to increasing recycled water usage. Further, the expanded use of recycled water by the property owners will reduce dry-weather operational costs for the District. This Project will also provide an ancillary benefit by offsetting ground water use with recycled water for agricultural user.

Recycled Water Agreements

Delegated Authority for the negotiation and execution of Recycled Water Agreements was previously approved by the District's Board of Directors by Resolution No. 02-0053, dated January 15, 2002. The resolution limited the delegated authority to include recycled water use agreements in a form "substantially similar" to the standard recycled water use agreement. The approved standard recycled water use agreement contemplates a connection to existing District-owned recycled water distribution facilities. In the case of Kiser and Sangiacomo, it is necessary for the District to construct the Project in order to facilitate the service needs of these two potential recycled water customers. The standard recycled water agreements have been modified for these two potential customers to make delivery contingent upon construction of the pipeline. The modified Recycled Water Use Agreements are on file with the Clerk. The initial charge of the recycled water will be $25.00 per acre-foot with the potential to increase the rate by 5% per year through the term of the agreement.

Acquisition of Property Rights required for the Project:

In order to construct the Project, the District must obtain property rights to facilitate access, construction, operation, maintenance of the Project over and through the privately owned property that the Project is to be located upon/within. These rights include permanent easements and temporary construction license areas. Water Agency staff has appraised the value of just compensation for the property rights required for the project at $1,000 and has prepared a draft Purchase Agreement and draft Easement Agreement which are on file with the Clerk.

A portion of the Project is proposed to be constructed in the privately owned roadway known as McGill Road. It is evident from the Water Agency staff's review of available land title records, regarding the title and ownership of land underlying McGill Road (Formerly a portion of Argentine Street on the Maps of the former Pueblo of Sonoma), that it is not reasonably or practically possible to determine the identity of or contact the owners of the lands underlying the private roadway (McGill Road). In such cases as this, there exists legal process for serving notice to the owners or potential claimants to the ownership of such lands, and the due process for the acquisition of rights over and through such lands for the purposes of the Project. Water Agency staff recommends the acquisition of such rights that are needed for the Project, to be obtained through said legal process, and to pursue authorization for such acquisitions through subsequent actions (Resolution of Necessity) by the District's Board. Water Agency staff, on behalf of the District, has prepared and will schedule with the Board the Hearing of Necessity required to adopt the Resolution of Necessity needed for the District to acquire the rights within McGill Road.

The design and construction of the project, including the purchase cost for the acquisitions and any cost

for closing of the acquisitions, were budgeted for in the Fiscal Years 2012/2013 and 2013/2014 budget.

California Environmental Quality Act Compliance:

The North Bay Water Reuse Authority, of which the Sonoma Valley County Sanitation District is a member, proposed the North Bay Water Recycling Program to increase regional use of recycled water. A portion of the North Bay Water Recycling Program is within the District's jurisdiction and includes a portion of the Sonoma Valley Recycled Water Project, located in southern Sonoma Valley.

The Sonoma County Water Agency, as the Lead Agency pursuant to the California Environmental Quality Act prepared an Environmental Impact Report/Environmental Impact Statement ("EIR/EIS") that disclosed, analyzed, and mitigated the potential environmental impacts of the North Bay Water Recycling Project. On December 8, 2009, the Sonoma County Water Agency Board of Directors certified the Environmental Impact Report and made certain findings in connection therewith (Resolution No. 09-114). On August 21, 2012, the District, as a Responsible Agency under CEQA, filed a Notice of Determination (Resolution Number 12-0412) for North Bay Water Recycling Program Environmental Impact Report/Environmental Impact Statement.

Since the McGill Road Pipeline is a minor modification to the project description in the EIR/EIS, the District's consultant, ESA, conducted an analysis of the potential for the McGill Road Pipeline Project to result in environmental impacts. That analysis was memorialized in the form of a letter dated March 27, 2013 to the U.S. Bureau of Reclamation. Based on site reconnaissance and other analyses, ESA concluded that no new impacts were identified that were not addressed in the EIR/EIS, and that there are no new or substantially more severe significant effects due to substantial changes in the project or its circumstances or new information of substantial importance that was not known and could not have been known at the time the EIR was certified. The McGill Road Pipeline Project will incorporate and comply with all appropriate mitigation measures that have already been identified and incorporated into the EIR/EIS Mitigation Monitoring and Reporting Program. The Project has been reviewed by the Permit and Resource Management Department of the County of Sonoma and has been determined to be consistent with §65402 of Government Code with regards to the General Plan.

**Prior Board Actions:**

None

**Strategic Plan Alignment** Goal 2: Economic and Environmental Stewardship

This item supports the County Strategic plan Goal 2 by providing a low cost source of water for viticulture use while additionally relieving some ground water draft through use of recycled water.

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 | $ | 357,000 | Water Agency Gen Fund | $ | 0 |
| Add Appropriations Reqd. | $ | | State/Federal | $ | 90,000 |
| | $ | | *Fees/Other | $ | 267,000 |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **357,000** | **Total Sources** | **$** | **357,000** |

**Narrative Explanation of Fiscal Impacts (If Required):**

*Funding is available from appropriation in the Sonoma Valley County Sanitation District Construction Fund. The project (design, construction, property rights acquisition costs, and staff time) is anticipated to cost $357,000.00 with approximately $90,000 being reimburse under the North Bay Water Reuse Authority, from the Bureau of Reclamation's WaterSMART grant.

**Staffing Impacts**

| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
|---|---|---|---|
| | | | |

**Narrative Explanation of Staffing Impacts (If Required):**

NA

**Attachments:**

NA

**Related Items "On File" with the Clerk of the Board:**

1. Agreement for Purchase & Sale of Property Rights (1 copy);
2. Grant of Easement (1 copy);
3. License Agreement (1 copy);
4. Recycled Water Use Agreement (1 copy);
5. Environmental Impact Report for the Sonoma Valley Recycled Water Project (1 copy)
6. Letter to North Bay Water Reuse Project EIR/EIS

# County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

**Agenda Item Number: 80**
(This Section for use by Clerk of the Board Only.)

| | |
|---|---|
| **To:** | Board of Directors, Sonoma Valley County Sanitation District |
| **Board Agenda Date:** June 25, 2013 | **Vote Requirement:** 2/3 - SVCSD |
| **Department or Agency Name(s):** | Sonoma Valley County Sanitation District |
| **Staff Name and Phone Number:** | **Supervisorial District(s):** |
| Kevin Campbell 547-1921 | First |
| **Title:** | McGill Road Pipeline (Project): Resolution of Necessity for acquisition of Real Property Rights. |

**Recommended Actions:**

1. Adopt Resolution determining that the acquisition of real property for the McGill Road Pipeline Project from portions of McGill Road are necessary.
2. Authorize acquisition and condemnation of real property rights necessary for public purposes identified as unknown owner for a portion of McGill Road.
3. Authorize and Direct County Counsel and the General Manager to take all necessary steps in order to obtain said real property rights in connection with the construction, maintenance, and continued operation, of the operation of the Project, including such steps which may be required to acquire the real property interests required for the project through the exercise of eminent domain if necessary.

**Executive Summary:**

The Sonoma Valley County Sanitation District (District) operates a recycled water distribution system that transports tertiary treated recycled water produced at the District's Sonoma Valley Treatment Plant to local property owners for permitted uses on their property. Many local vineyard properties within the Sonoma Valley use recycled water produced by the District as an alternative to groundwater. Use of recycled water for agricultural irrigation has the benefit of lessening the pumping of groundwater within the Sonoma Valley while also decreasing the amount of recycled water the District must store for permitted discharge into San Pablo Bay. The District established a goal of discharging no recycled water into San Pablo Bay and having all of the recycled water used instead for other beneficial uses like agricultural irrigation. District staff successfully negotiated with Sangiacomo Family Vineyards (Sangiacomo) and the Gary J. Kiser and Carolyn R. Kiser Trust (Kiser) to provide recycled water for use on their properties.

In order to provide recycled water to the Sangiacomo and Kiser properties located west of Broadway south of Sonoma, a pipeline is required to connect the District's existing recycled water main to an

agreed upon point of connection located on the Kiser Property west of Broadway in the vicinity of its intersection with McGill Road. Several pipeline routes were identified during the preliminary planning phases and were evaluated for environmental and engineering considerations. After evaluating each of the potential routes, the current route was selected because it had the least engineering constraints and environmental impacts. In addition to the McGill Road alignment, alternative pipeline routes along Splude Road, San Luis Road, and Watmaugh Road were evaluated. The McGill road pipeline alignment was determined to be the best route in that it minimizes the necessity to acquire property and provides beneficial use for local property owners requesting recycled water primarily due to the proximity of two existing water reservoirs. The McGill Road Pipeline (Project) will provide the District the means to deliver no less than 200 acre feet of recycled water per year to Sangiacomo Family Vineyards and the Gary J. Kiser and Carolyn R. Kiser Trust in an area not presently served by the District's Recycled Water Program.

Construction of the Project requires real property rights from the Gary J. Kiser and Carolyn R. Kiser Trust and over a portion of McGill Road. The District has successfully negotiated with the Gary J. Kiser and Carolyn R. Kiser Trust for acquisition of an easement and construction of the Project. The following property rights are still needed to construct the Project: From an unknown owner of McGill Road, an approximately 570 foot long by 15-foot wide easement, containing 8,566 square feet (0.197-acres) and a 97 square foot temporary construction easement. The permanent easement and temporary construction easement to be acquired would encumber a portion of McGill Road. McGill Road is identified as a portion of the former "County Road" shown on the map of Bill's Subdivision, filed on June 5, 1914 in Book 31 of Maps at Page 2, and also a portion of the road referred to in deeds describing lands adjoining McGill Road as "the road from Sonoma to Embarcadero". The section of McGill Road that would be encumbered by the easement and temporary construction easement, was platted as formerly being a portion of Argentina Street (20 Varas Wide) on the unrecorded Map of Sonoma which shows the Lots and Outlots of the former Pueblo of Sonoma (Circa 1850). It is evident from all records available that this road likely predated the State of California, and although it was evidently used as a public roadway for a very long period of time, the land title underlying the roadway was never formally conveyed to the County of Sonoma. In the 1920's the current alignment of Broadway (Highway 12) was acquired by the State of California (which effectively bypasses McGill Road) and consequently McGill Road has subsequently ceased to be a thoroughfare for public roadway purposes.

The District has been unable to identify and locate the owner of the underlying land title of McGill Road. The Code of Civil Procedure provides that a Resolution of Necessity can be adopted if a finding is made that the Government Code offer has not been made because the owner cannot be located with reasonable diligence. To provide any owner with a potential interest in the property the ability to be heard at the public hearing for the Resolution of Necessity, the District had the date and time of the hearing posted in the local newspaper and also posted notice of the date and time of the hearing at the Project site. The Staff of the Water Agency has valued the just compensation for this acquisition at $1,000.

The Sonoma County Water Agency, as the Lead Agency pursuant to the California Environmental Quality Act, on behalf of the District, prepared an Environmental Impact Report for the Sonoma Valley Recycled Water Project (on File with the Clerk) which disclosed the potential environmental impacts of the Project. On December 13, 2006, the Board of Directors of the District certified the Environmental

Impact Report and made certain finding in connection therewith.

The Project has been reviewed by the Permit and Resource Management Department of the County of Sonoma and has been determined to be consistent with §65402 of Government Code with regards to the General Plan.

The public interest and necessity require the proposed Project because the Project is necessary to comply with the Water Agency's obligations in connection with the Recycled Water Agreements with Kiser and Sangiacomo. Accordingly, it is necessary to obtain the property through the process of eminent domain. Adoption of the Resolution of Necessity enables District staff and County Counsel to proceed with the condemnation process to acquire the necessary property rights to construct the Project. If the Resolution of Necessity is adopted, District staff will continue to negotiate with the Owners. If those negotiations are unsuccessful, the matter would be referred to County Counsel for applicable legal action.

In order to acquire the Property by eminent domain, the Board must now hold a hearing and adopt a Resolution of Necessity, which includes the following:

1. A description of the property location and the use for which the property is to be taken.
2. A finding that an offer has been made to the owners of record in accordance with law.
3. A finding that public interest and necessity require the Project.
4. A finding that the Project is planned in a manner which is most compatible with the greatest public good and least private injury.
5. A finding that the property is required for the Project.

District staff recommends that the Board of Directors make the following actions:

1. Resolution determining that the acquisition of real property for the McGill Road Pipeline Project from portions of McGill Road are necessary.
2. Authorize acquisition and condemnation of real property rights necessary for public purposes identified as unknown owner for a portion of McGill Road.
3. Authorize and Direct County Counsel and the General Manager to take all necessary steps in order to obtain said real property rights in connection with the construction, maintenance, and continued operation of the operation of the Project, including such steps which may be required to acquire the real property interests required for the project through the exercise of eminent domain.

**Prior Board Actions:**

NA

**Strategic Plan Alignment** Goal 2: Economic and Environmental Stewardship

This item supports the County Strategic plan Goal 2 by providing a low cost source of water for viticulture use while additionally relieving some ground water draft through use of recycled water.

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 | $ | 357,000 | Water Agency Gen Fund | $ | 0 |
| Add Appropriations Reqd. | $ | | State/Federal | $ | 90,000 |
| | $ | | Fees/Other | $ | 267,000 |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **357,000** | **Total Sources** | **$** | **357,000** |

**Narrative Explanation of Fiscal Impacts (If Required):**

*Funding is available from appropriation in the Sonoma Valley County Sanitation District Construction Fund. The project (design, construction, property rights acquisition costs, and staff time) is anticipated to cost $357,000.00 with approximately $90,000 being reimbursed under the North Bay Water Reuse Authority, from the Bureau of Reclamation's WaterSMART grant.

**Staffing Impacts**

| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
|---|---|---|---|
| | | | |
| | | | |

**Narrative Explanation of Staffing Impacts (If Required):**

NA

**Attachments:**

Resolution with Exhibit A (A1)

**Related Items "On File" with the Clerk of the Board:**

1. Sonoma Valley Recycled Water Project Environmental Impact Report
2. Easement Deed

# County of Sonoma
State of California

Item Number:

Date: June 25, 2013

Resolution Number:

☐ 4/5 Vote Required

**Resolution Of The Board Of Directors Of The Sonoma Valley County Sanitation District, State Of California, Determining That Acquisition Of Real Property For The Sonoma Valley County Sanitation District McGill Road Pipeline Project (Project) Are Necessary For Public Purposes That The Sonoma Valley County Sanitation District Serves; Authorizing Acquisition Of Real Property Rights As Required For The Project, Encumbering Real Property Situated In The County Of Sonoma, California Identified As Follows: A Portion of McGill Road, For Public Purposes For Construction Of The Sonoma Valley County Sanitation District McGill Road Pipeline Project, Authorizing And Directing County Counsel And The General Manager To Take All Necessary Steps To Obtain Said Real Property Rights In Connection With The Construction, Maintenance, And Continued Operation Of The Project, Including Such Steps Which May Be Required To Acquire The Real Property Interests Required For The Project Through The Exercise Of Eminent Domain If Necessary (2/3 Vote Required).**
**(First District Sonoma County)**

**Whereas,** the Sonoma Valley County Sanitation District (District) intends to construct the Sonoma Valley County Sanitation District McGill Road Pipeline Project (Project) and, in connection therewith, acquire interests in certain real property; and

**Whereas,** the Project is for a public use that is a function of the District; and

**Whereas,** District is authorized to acquire the parcel(s) described in Attachment A herein and to exercise the power of eminent domain for the public use set forth herein in accordance with the California Constitution and the California Eminent Domain Law, Code of Civil Procedure section 1230.010 et seq. and pursuant to Stats. 1949, Chapter 994, section 3(f), as amended (West's Ann. Water Code Appendix 53-3(f)); and

**Whereas,** on June 5, 2013, Notice of Hearing on the Intent of the Board of Directors of the Sonoma Valley County Sanitation District to Adopt a Resolution of Necessity for acquisition by eminent domain of the real property described in Attachment A was published in the local newspaper because the owner(s) are not known. Said Notice of Hearing advised any persons with a claim to McGill Road of their right to be heard on the matters referred to therein on the date and at the time and place stated therein;

and

**Whereas,** on June 4, 2013, Notice of Hearing on the Intent of the Board of Directors of the Sonoma Valley County Sanitation District to Adopt a Resolution of Necessity for acquisition by eminent domain of the real property described in Attachment A was posted at McGill Road. Said Notice of Hearing advised any persons with a claim to McGill Road of their right to be heard on the matters referred to therein on the date and at the time and place stated therein; and

**Whereas,** the hearing set out in said Notice of Hearing was held on June 25, 2013 at the time and place stated therein, and all interested parties were given an opportunity to be heard, and the hearing was closed; and

**Whereas,** the District has prepared an Environmental Impact Report that includes the Project which concludes that the Project would not have an adverse impact on the environment; and

**Whereas,** the District has filed a Notice of Determination for the Project in accordance with the California Environmental Quality Act, the California Environmental Quality Act Guidelines, and the District's procedures for implementation of California Environmental Quality Act.

**Now, Therefore, Be It Resolved**, based on the evidence presented at the hearing, the Board finds, determines, declares, and resolves as follows:

1. The foregoing recitals are true and correct.
2. The public interest and necessity require the proposed Project.
3. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
4. The property described herein in Attachment A is necessary for the proposed Project.
5. The acquisition, construction, and completion by the District of the Project and the use of the properties described in this resolution are a public use authorized by law.
6. The offer required by section 7267.2 of the Government Code, together with the accompanying statement of and summary of the basis for the amount established as just compensation, was made to the owner or owners of record, which offer and accompanying statement/summary were in a form and contained all of the factual disclosures provided by Government Code section 7267.2.
7. All conditions and statutory requirements necessary to exercise the

power of eminent domain ("the right to take") to acquire the property described herein have been complied with by the District.

8. The District has fully complied with all provisions of the California Environmental Quality Act for the Project.

9. County Counsel and the General Manager are hereby authorized and directed:

   a. To acquire in the name of the District, by condemnation, the property described in Attachment A, attached hereto and incorporated by this reference, in accordance with the California Constitution and the California Eminent Domain Law, Code of Civil Procedure, Section 1230.010 et seq., and pursuant to Stats. 1949, Chapter 994, section 3(f), as amended (West's Ann. Water Code Appendix §53-3(f)).

   b. To acquire the property (permanent easement and temporary construction easement) as described in Attachment A herein.

   c. To prepare or have prepared and to prosecute or retain counsel to prosecute in the name of the District such proceedings in the property court as are necessary for such acquisition.

   d. To deposit the probable amount of compensation, based upon an appraisal, and to apply to said court for an order permitting the District to take immediate possession and use of said property for public uses and purposes.

   e. To employ at rates of compensation standard in this area such appraisers, engineers, and other expert witnesses as they deem necessary to the preparation for trial, and to take all other actions necessary and appropriate to acquire the property.

   f. To make application to the court for an order authorizing District to take immediate possession of and to sue the property sought to be condemned; and that the District deposit probable just compensation with said court in such manner as the law may direct out of proper funds held by or provided to District, should the General Manager of the Sonoma Valley County Sanitation District determine that construction of the Project necessitates the taking of possession of the property described in Attachment A prior to final determination of the suit or suits authorized.

10. Should funds necessary for any of the foregoing be payable from money on hand with the Treasurer of Sonoma County, the Auditor and Treasurer of Sonoma County are hereby authorized to issue and honor warrants for payments as necessary.

**Directors:**

Brown: Gorin: Rabbitt:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

# ATTACHMENT "A"

**Exhibit A**
Legal Description

Sonoma Valley County Sanitation District
Recycled Water Line at McGill Road (Project)

**Easement Area A (McGill Road)**

All that certain real property situate in an un-incorporated area of the County of Sonoma, State of California, described as follows:

A portion of the former "County Road" shown on that certain map entitled "Map of Bill's Subdivision, being Outlots 576 and 577 of Former Pueblo of Sonoma" filed for record June 5, 1914 in Book 31 of Maps, at page 2, in the office of the Recorder of the said County of Sonoma, and also being a portion of that road from Sonoma to Embarcadero as said road(s) are shown to have existed within the said former Pueblo of Sonoma on unrecorded maps of the former Pueblo of Sonoma on file with the County of Sonoma, said portion of said former "County Road" known as McGill Road being more particularly described as follows;

Strips of Land lying 7.5 feet each side of the following described centerline(s):

Commencing for reference at the southwestern most corner of Lot 4 of said Bill's Subdivision, as shown upon that certain Record of Survey, filed for record April 24, 2009 in Book 732 of Maps, pages 26-30 of Official Records of the said County of Sonoma: Thence from said Point of Commencement, continuing for reference easterly along the southern boundary of said Lot 4 as shown upon said Record of Survey, South 81°46' 04" East 574.61 feet to its intersection with the southwestern boundary of Parcel 7067-09 described in that certain Default Judgment of Condemnation by Court, recorded October 29, 2009 as Document 2009-103412 Official Records of the said County of Sonoma; Thence Continuing for reference, southeasterly along the said southwestern boundary, South 23°09'18" East 21.52 feet to the Point of Beginning of the herein described centerline(s);

Thence departing from said southwestern boundary, South 66°50'32" West 5.20 feet; Thence North 81°36'34" West 484.93 feet to a point designated Point "A" for reference; Thence North 81°36'34" West 66.34 feet; Thence South 75°52'40" West 99.09 feet; Thence North 14°06'34" West 40.61 feet to a point designated Point "B" for reference; Thence South 75°53'26" West 4.50 feet; Thence North 14°06'34" West 28.96 feet to the Point of Terminus of the hereinabove described centerline;

Together with a strip of land lying 7.5 feet each side of the following described centerline:

Beginning at the hereinabove designated Point "B: Thence North 14°06'34" West 28.96 feet to the Point of Terminus of the hereinabove described centerline.

Excepting from the hereinabove described strips of land: That/those portions lying within the boundaries of the 60 foot wide strip of land (State Highway) described in that certain "Deed" recorded July 18, 1923 in Book 51, beginning at page 87 of Official Records of the said County of Sonoma.

The sidelines of the hereinabove strips of land shall be shortened or lengthened as necessary to form true intersections with the said southwestern boundary of Parcel 7067-09 and the State Highway.

The hereinabove described Easement Area within (McGill Road) contains 8,566 Square feet (0.197 acres), more of less.

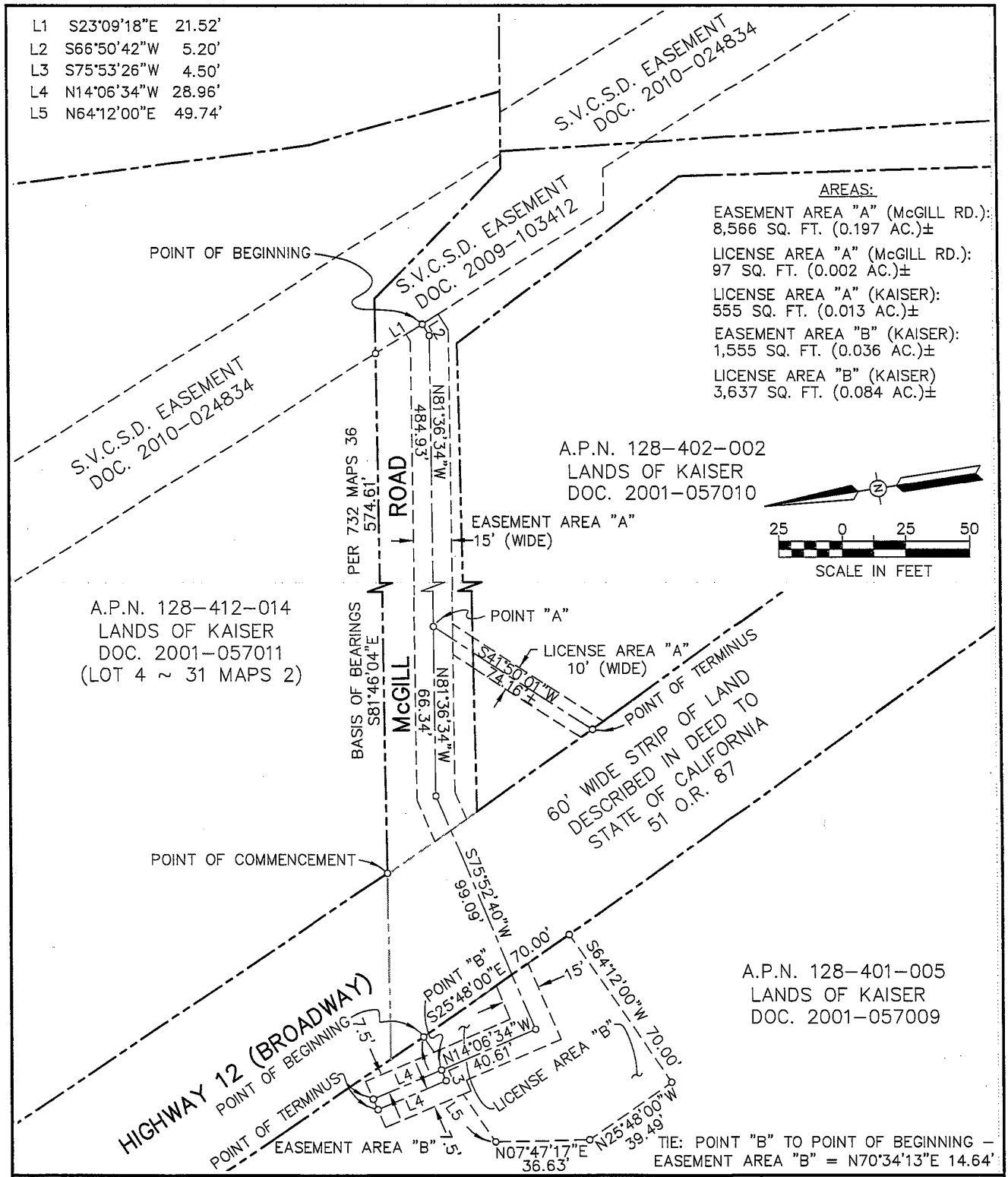
**End of Legal Description**

This legal description and the surveys upon which it is based, were made for the sole purposes of delineating the strip of land herein acquired for the Project and its relationship to the record title interests called for by this legal description and for no other purpose. It is not the intent of this legal description or the surveys upon which it is based to resolve any record title discrepancies, nor do the surveys performed or the legal description prepared for this purpose constitute a boundary survey nor express an opinion about the actual locations of the subject property boundaries on the ground beyond what can be derived from the record documents referenced herein. In the event of a discrepancy between that which is described by this legal description, and a duly performed and qualified boundary survey, the actual boundaries as they exist on the ground shall control the extents of the strips of land herein described.

Prepared By:

John R. Monaghan, L.S. 6122
License Expires 03/31/2014

1.8.13
Date




| SONOMA COUNTY WATER AGENCY | REVISIONS | SONOMA VALLEY COUNTY SANITATION DISTRICT | PROJECT/TASK: 7600A1 |
|---|---|---|---|
| | REV. DATE BY | EXHIBIT A-1 | DATE : 01/03/13 |
| | | PLAT TO ACCOMPANY LEGAL DESCRIPTION | DRAWN BY: JM |
| | | RECYCLED WATER LINE AT McGILL ROAD | CHECKED BY: JM |
| | | | SHEET NO. 1 A-3 1 |

# County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

**Agenda Item Number: 81**
(This Section for use by Clerk of the Board Only.)

**To:** The Sonoma County Board of Supervisors and the Board of Directors, Sonoma Clean Power Authority

| | |
|---|---|
| **Board Agenda Date:** June 25, 2013 | **Vote Requirement:** Majority |
| **Department or Agency Name(s):** | Sonoma County Water Agency |
| **Staff Name and Phone Number:** | **Supervisorial District(s):** |
| Steve Shupe, 565-3950 | All Districts |

**Title:** Sonoma Clean Power Authority Financing and Implementation

**Recommended Actions:**

Board of Directors, Sonoma Clean Power Authority:

a) Approve the Town of Windsor as a participant in the Sonoma Clean Power community choice aggregation program, and seat Town of Windsor's representative on the Board of Directors.
b) Approve an extension of the June 30, 2013 deadline for cities to vote to participate in the Sonoma Clean Power program to July 9, 2013.
c) Authorize the Chief Executive Officer to execute agreements as necessary to implement the Sonoma Clean Power program, provided that the amount payable under each agreement is $50,000 or less and the agreements are reported to the Board at the Board's next meeting.
d) Resolution approving and authorizing the Chair to execute loan documents, in substantially the form presented to the board, for a line of credit to the Authority from First Community Bank in the maximum amount of $2,500,000 for start-up financing, authorizing the Interim Chief Executive Officer to execute such further documents and take such further actions as are necessary to close the line of credit transaction, and authorizing the Interim and Permanent Chief Executive Officer to execute draws on the line of credit.
e) Authorize the General Manager of the Sonoma County Water Agency to carry out the actions described in c) and d) above until such time as an Interim Chief Executive Officer is appointed.
f) Authorize the Chair to execute a Legal Services Agreement with the Sonoma County Counsel for interim legal services and the related conflict waiver ($100,000, contract terminates 6/30/14).
g) Approve the First Amended Joint Powers Agreement Relating to and Creating the Sonoma Clean Power Authority, to incorporate changes suggested by cities wishing to participate in the Sonoma Clean Power program, and authorize and direct staff to analyze and draft additional

amendments for the consideration of the Authority Board during its first several meetings, as described in this agenda item.

Board of Supervisors:

a) Resolution approving and authorizing the Chair to execute a Guaranty in favor of First Community Bank, in substantially the form presented to the Board, to secure payment by the Sonoma Clean Power Authority of amounts due under a $2,500,000 line of credit provided by First Community Bank.
b) Authorize the Sonoma County Counsel to execute the Legal Services Agreement with the Sonoma Clean Power Authority for interim legal services, and authorize the Chair to execute the related conflict waiver.
c) Ratify Chair appointments of four Board members to the Board of Directors of the Sonoma Clean Power Authority and one Board member as an alternate.

**Executive Summary:**

This agenda item seeks the approval of several actions relating to the implementation of the Sonoma Clean Power community choice aggregation program. Staff will also provide an update on implementation activities.

**HISTORY OF ITEM/BACKGROUND**:

In December 2012, the Board of Supervisors and the Board of Directors of the Sonoma County Water Agency (Water Agency) formed the Sonoma Clean Power Authority, in order to continue the implementation of a community choice aggregation program in Sonoma County. On April 23, 2013, the Board of Supervisors conditionally approved the roll out of the program to the unincorporated portion of the County. On May 15, 2013, the Town of Windsor elected to join the Sonoma Clean Power program, and adopted the required ordinance on June 19, 2013.

**Approval of Participation of Town of Windsor**

Under the Joint Powers Agreement governing the Sonoma Clean Power Authority, the Board of Directors must approve the participation of any new city in the program. As noted above, the Town of Windsor is the first municipality to elect to join Sonoma Clean Power. Staff recommends that the Authority Board approve the Town of Windsor's participation in the Sonoma Clean Power program and seat the Town of Windsor's representative on the Sonoma Clean Power Authority Board of Directors.

**Withdrawal of Board of Supervisors' Appointees from Sonoma Clean Power Board of Directors**

The Joint Powers Agreement provides that as cities agree to join Sonoma Clean Power, the number of members on the Board of Directors of the Authority that are appointed by the Board of Supervisors decreases. With the approval of the Town of Windsor as a participant in Sonoma Clean Power, one Board of Supervisor appointment must withdraw from the Authority Board. Staff

recommends that the Board appoint four of its members as members of Board of Directors of the Sonoma Clean Power Authority, and appoint the remaining member as an alternate.

**Extension of June 30 Deadline for Cities**

On April 23, 2013, the Authority Board approved rolling out the Sonoma Clean Power program in the unincorporated area of the County and "within the jurisdictions of those cities in Sonoma County choosing to participate in the program by June 30, 2013." The City of Santa Rosa has requested an extension of this deadline to permit the Santa Rosa City Council to vote on July 9 on joining the Sonoma Clean Power program. The Sonoma Clean Power program will be financially stronger if it can serve residents and businesses in Santa Rosa, because it will allow fixed Sonoma Clean Power expenses to be spread out over a larger rate base. More importantly, by providing the benefits of a more renewable mix of power to a larger number of customers, Santa Rosa's participation will also allow Sonoma Clean Power to increase the greenhouse-gas reduction resulting from implementation of the program.

**Start-Up Financing**

Start-up financing for the Sonoma Clean Power program is being provided by First Community Bank of Santa Rosa. There are two parts to the financing. The first is a line of credit in the amount of $2,500,000 to cover the costs of hiring staff and consultants, engaging in marketing activities, finalizing and submitting the Implementation Plan (including paying required bonds), and other administrative tasks. The second is a line of credit for $7,500,000 to purchase power from the Sonoma Clean Power's power provider. Only the first is being considered today.

Staff has negotiated the terms of a loan agreement for the $2,500,000 line of credit, and is requesting the Board's approval to enter into the agreement. The loan agreement and related agreements are on file with the Clerk. The interest rate on the line of credit is 4.00%, and the Authority will make interest-only payments for 24 months, followed by a 3-year amortized payment schedule. First Community Bank will provide $150,000 in co-marketing support in connection with the loan. The loan agreement and related documents are on file with the Clerk. There is no requirement to draw on the entire $2,500,000 line, and the Authority may pay off the loan at any time without penalty.

The loan contains several conditions to the release of funds by First Community Bank. These include the Bank's approval of the Authority's Chief Executive Office and any replacement appointed during the term of the line of credit (this term in typical in agreements for financing start-up enterprises), the grant of a first lien security interest in the Authority's operating account, and a grant of a second lien security interest in the Authority's revenue account.

First Community Bank is requiring a guaranty for the $2,500,000 line of credit. The guaranty covers only those amounts actually drawn by the Authority. The amount of the guaranty will be reduced if after the first full year of Authority operations (beginning when the Authority starts to sell power) the Authority's debt service coverage ratio is 2:1 or better. The guaranty would be released altogether after the Authority has made one year of principal and interest payments.

Authority staff has coordinated with the County Administrator's Office, which recommends that the Board of Supervisors approve the County's providing the guaranty. The County Administrator's staff has reviewed the Sonoma Clean Power Authority's pro forma business plan, which was modeled on the business plan that is being successfully implemented by the Marin Energy Authority. The County Administrator's Office staff has concluded that the Authority's business plan is conservative and sound, and that the risk of a default by the Authority under the First Community Bank's line of credit is very small.

Due to legal constraints, the County is unable to provide the guaranty for more than one fiscal year at a time. Thus the guaranty will cover FY13-14 only. However, under the guaranty, the County agrees to consider a renewal of the guaranty for FY 14-15 under the same terms.

With the adoption of the FY 13-14 Budget, the Board approved $3,260,000 in Appropriations for General Fund Contingencies and provided direction to staff to increase the General Fund Reserve and the General Fund Appropriations for Contingencies to the extent that the actual FY 12-13 General Fund Year-end balance exceeded the target needed in the Recommended Budget. The County Administrator recommends that the Board direct staff to set aside $2,500,000 from the General Fund Appropriations for Contingencies at this time to provide for the guaranty until the close of books and until staff can return with budgetary changes necessary to move the guaranty funds to a separate account. Staff would bring these actions as a part of the first quarter consolidated adjustments and make use of any available funds after the close of books, including those intended for increase to the General Reserve, in order to provide dedicated funding for the guaranty. Under the terms of the guaranty agreement, the County will cover the payment of obligations due under the loan agreement if Sonoma Clean Power fails to make them. Sonoma Clean Power is not obligated to make any payments until after January 1, 2014.

**Agreement for Interim Legal Services**

Legal services for the Authority have been provided to date by County Counsel under Memorandum of Agreement for Interim Services among the County of Sonoma, Water Agency, and Authority approved on December 11, 2012. It is anticipated that the Authority will make a determination about how its long-term legal service needs will be met shortly after the appointment of the Authority's Interim CEO, likely within one or two months. Staff recommends that the County Counsel continue to provide services during this short interim period, and thus recommends approval and execution of the Interim Legal Services Agreement and the related conflict waivers.

**Authority for Chief Executive Officer to Enter into Agreements**

It is anticipated that the Authority will need to enter into other contracts within a short period of time, in order to meet the goal of rolling out Sonoma Clean Power service by January 1, 2014. Such services could include human-resource services, insurance services, legal services, and other administrative services. Because of the likely difficulty in scheduling Authority Board meetings in July and August, staff is requesting that the Authority Board delegate to the Chief Executive Officer

(to be selected on an interim basis shortly) the authority to enter into service agreements on behalf of the Authority, provided the amount of any agreement is $50,000 or less, the agreement is reported to the Board of Directors at its next meeting, and the agreement is reviewed and approved by Authority counsel as to form. Granting this authority is necessary to allow the Authority to continue act expeditiously to ensure the timely roll out of the Sonoma Clean Power community choice aggregation program. A permanent level of authority for the Chief Executive Officer will be established after a full budget process is completed. Before the appointment of the Interim Chief Executive Officer, staff recommends that the Water Agency's General Manager be delegated this authority.

**Amendments to Joint Powers Agreement**

During the course of presenting the Sonoma Clean Power program to cities, several changes were requested to the Sonoma Clean Power Joint Powers Agreement. A redline showing the amendments being proposed is attached as Exhibit A1. Some of these changes are merely technical in nature. The three primary substantive changes requested are:

1. Under the Joint Powers Agreement, issues are decided based upon a majority vote of directors. However, any director may call for a "weighted vote" on any item, in which case approval of that item requires approval of a majority of directors and a majority of "weighted votes" (which are distributed according to load served in the jurisdictions). As currently drafted, however, the JPA provides that votes on matters requiring a 2/3 vote (termination of a party and amendment of the agreement) are decided only on a "weighted vote" basis. This was a holdover from a much earlier draft, which provided for "weighted voting" for all matters. The proposed amendment would apply to matters requiring a 2/3 vote the same voting method applicable to other items. Thus items requiring a 2/3 votes would now require an affirmative vote of 2/3 of directors and, if a weighted vote were called for by any director, then also a 2/3 vote on a "weighted vote" basis.

2. Changes clarifying that the city participants in the Sonoma Clean Power program are subject to the same indemnity protections and the same immunities from Authority debts and liabilities as are the member signatories to the Joint Powers Agreement.

3. A change allowing the Board to compensate members of the Ratepayer Advisory Committee. Originally the agreement only allowed compensation of members of the Business Operations Committee. The amendment is intended to put these committees on equal footing vis-à-vis compensation. The Board could chose not to provide compensation to either committee.

The amendments were requested by a number of cities as a condition of their consideration of joining Sonoma Clean Power. The amendments are consistent with the intent of the Joint Powers Agreement, and staff recommends that the amendments be approved. Additional non-substantive and editorial clean-up changes have also been made.

Staff understands that some additional, more substantive changes to the Joint Powers Agreement may be desired by individual city council members and others. At this time, because Windsor has joined Sonoma Clean Power and other cities have voted or will shortly vote based upon the Joint

Powers Agreement being amended as set forth above, staff does not believe it is feasible to implement or engage in further negotiations over amendments at this time.

Staff recommends that any additional amendments to the Joint Powers Agreement be considered by the Authority Board of Directors after all cities have decided whether to join Sonoma Clean Power. At that time, each participating city will be represented on the Board and will have an input into whether the amendment should be adopted. This will provide staff with more time to draft and analyze the impact of the proposed amendments, and will provide an appropriate forum for consideration of the amendments. Amendments to be analyzed could include, for example: (1) increasing ratepayer protections, for example by adding ratepayer representatives to the Board of Directors in place of the Ratepayer Advisory Committee, or increasing the authority and budget of the Ratepayer Advisory Committee; (2) limiting or eliminating the eminent domain powers of the Authority in instances where the exercise of eminent domain would result in significant environmental impacts; (3) basing "weighted voting" on something other than power consumption; (4) specifying certain substantive policy limitations in the agreement, such as no purchase of nuclear power and requiring "living wage" provisions in Sonoma Clean Power contracts and employment agreements. If requested by any city that has joined Sonoma Clean Power on or before July 9, 2013, staff would present such proposed amendments to the Authority's Board for consideration at one of the Board's first three meetings. Language to this effect has been added to the Joint Powers Agreement.

**Prior Board Actions:**

April 23, 2013: Authority Board received report on results of Request for Proposals and estimated Sonoma Clean Power rates; authorized implementation of Sonoma Clean Power program in unincorporated area and authorized certain actions and agreements to implement program.
December 4, 2012: Board of Supervisors and Board of Directors of Water Agency approved Joint Powers Agreement creating Sonoma Clean Power Authority and authorized Request for Proposals to be sent to power suppliers.
April 10, 2012: Water Agency staff presented results of feasibility study; Board directed staff to prepare draft Implementation Plan.
March 22, 2011: Water Agency Board directed staff to investigate feasibility of community choice aggregation program in Sonoma County.

**Strategic Plan Alignment** Goal 2: Economic and Environmental Stewardship

Implementation of Sonoma Clean Power will reduce greenhouse gas emissions relating to electricity use in Sonoma County, fight climate change impacts, will provide incentives for the development of local renewable power projects and make Sonoma County less dependent on outside sources of power.

| Fiscal Summary - FY 12-13 | | | |
|---|---|---|---|
| **Expenditures** | | **Funding Source(s)** | |
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

**Narrative Explanation of Fiscal Impacts (If Required):**

A guarantee of the line of credit in the amount of $2,500,000 by the County is recommended, however no expenditures are expected as a result of this guarantee in Fiscal Year 12-13 or Fiscal Year 13-14. The Sonoma Clean Power Authority has not yet adopted a budget. Costs to the Authority for services provided under the Legal Services Agreement ($100,000 maximum) will be paid by proceeds from the line of credit in Fiscal Year 13-14.

**Staffing Impacts**

| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
|---|---|---|---|
| | | | |
| | | | |

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Redline showing changes in Amended Joint Powers Agreement (A1)
Resolutions (R1, R2)

**Related Items "On File" with the Clerk of the Board:**

Business Loan Agreement, Promissory Note, Disbursement Request and Authorization, Governmental Certificate, Commercial Security Agreement, Guaranty
First Amended and Restated Joint Powers Agreement
Legal Services Agreement and related Waivers

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, APPROVING AND AUTHORIZING THE CHAIR TO EXECUTE A GUARANTY IN FAVOR OF FIRST COMMUNITY BANK, IN SUBSTANTIALLY THE FORM PRESENTED TO THE BOARD, TO SECURE PAYMENT BY THE SONOMA CLEAN POWER AUTHORITY OF AMOUNTS DUE UNDER A $2,500,000 LINE OF CREDIT PROVIDED BY FIRST COMMUNITY BANK.**

**Whereas,** the Sonoma Clean Power Authority ("Authority") intends to implement a Community Choice Aggregation program (the "Program") pursuant to Public Utilities Code §366.2; and

**Whereas,** in connection with the implementation of the Program, it is necessary and desirable for the Authority to obtain financing to cover costs associated with the start-up of the Program; and

**Whereas,** First Community Bank is willing to provide a line of credit in the amount of $2,500,000 at 4% interest (the "Line of Credit") for the Authority's use in implementing the Program; and

**Whereas,** as a condition of providing the Line of Credit, First Community Bank is requiring the execution of a Guaranty by the County of Sonoma guaranteeing the payment of obligations of the Authority under the Line of Credit; and

**Whereas,** the Board of Supervisors finds that the implementation of the Program within Sonoma County is in the public interest and will serve the social needs of residents of the County by reducing greenhouse gas emissions, encouraging the development of local renewable power resources, and stimulating the local economy.

**Now, Therefore, the Board of Supervisors of the County of Sonoma finds and resolves as follows:**

1. The foregoing recitals are true and correct.
2. The Guaranty is approved, and the Chair is authorized and directed to execute the Guaranty in substantially the form presented to the Board.
3. The County Administrator is authorized to take such further actions as are necessary to close the Line of Credit transaction.

**Supervisors:**

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

# County of Sonoma
State of California

Item Number: _____

Date: June 25, 2013 Resolution Number: _____

☐ 4/5 Vote Required

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA CLEAN POWER AUTHORITY APPROVING AND AUTHORIZING THE CHAIR TO EXECUTE LOAN DOCUMENTS, IN SUBSTANTIALLY THE FORM PRESENTED TO THE BOARD, FOR A LINE OF CREDIT TO THE AUTHORITY FROM FIRST COMMUNITY BANK IN THE MAXIMUM AMOUNT OF $2,500,000 FOR START-UP FINANCING, AND AUTHORIZING THE AUTHORIZE THE INTERIM CHIEF EXECUTIVE OFFICER TO EXECUTE SUCH FURTHER DOCUMENTS AND TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO CLOSE THE LINE OF CREDIT TRANSACTION, AND AUTHORIZE THE INTERIM AND PERMANENT CHIEF EXECUTIVE OFFICER TO EXECUTE DRAWS ON THE LINE OF CREDIT.**

**Whereas,** the Sonoma Clean Power Authority ("Authority") intends to implement a Community Choice Aggregation program (the "Program") pursuant to Public Utilities Code §366.2; and

**Whereas,** in connection with the implementation of the Program, it is necessary and desirable for the Authority to obtain financing to cover costs associated with the start-up of the Program; and

**Whereas,** First Community Bank is willing to provide a line of credit in the amount of $2,500,000 at 4% interest (the "Line of Credit") for the Authority's use in implementing the Program; and

**Whereas,** First Community Bank and the Authority have negotiated loan documents setting forth the terms and conditions of the Line of Credit;

**Now, Therefore,** the Board of Directors of the Sonoma Clean Power Authority finds and resolves as follows:

1. The foregoing recitals are true and correct.
2. The Line of Credit is approved, and the Chair is authorized and directed to execute the Business Loan Agreement, the Promissory Note, the Disbursement Request and Authorization, the Governmental Certificate, and the Commercial Security Agreement in substantially the form presented to the Board.
3. The Interim Chief Executive Officer is authorized to take such further actions as are

necessary to close the Line of Credit transaction, and is authorized to make draws on the Line of Credit.

4. Until such time as the Interim Chief Executive Officer is appointed, the authority described in the preceding section may be exercised by the General Manager of the Sonoma County Water Agency, or his designee, on behalf of the Authority.

**Directors:**

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

**First Amended and Restated Joint Powers Agreement**

**Relating to and Creating the**

**Sonoma Clean Power Authority**

By and Among

The County of Sonoma and
The Sonoma County Water Agency

This First Amended and Restated Joint Powers Agreement ("Agreement"), effective as of June 25, 2013 ~~December 4, 2012~~, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the parties set forth in Exhibit B ("Parties"), and amends the original Joint Powers Agreement dated December 4, 2012.

RECITALS

A. The Parties share various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions.

B. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local governments to develop programs to reduce greenhouse gas emissions.

C. The purposes for the entering into this Agreement include

   a. Reducing greenhouse gas emissions related to the use of power in Sonoma County and neighboring regions;

   b. Providing electric power and other forms of energy to customers at a competitive cost;

   c. Carrying out programs to reduce energy consumption;

   d. Stimulating and sustaining the local economy by developing local jobs in renewable energy; and

   e. Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources.

D. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar, wind, and biomass energy production. The purchase of renewable power or

renewable energy credits is intended only as a transitional method to decrease regional greenhouse gas emissions; local renewable projects are the preferred method.

E. The Parties desire to establish a separate public agency, known as the Sonoma Clean Power Authority ("Authority"), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.

F. The Parties anticipate adopting an ordinance electing to implement through the Authority a common Community Choice Aggregation program, an electric service enterprise available to cities, counties, and the Sonoma County Water Agency pursuant to California Public Utilities Code Sections 331.1(c) and 366.2 ("CCA Program"). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

## ARTICLE 1: DEFINITIONS AND EXHIBITS

1.1 Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.

1.2 Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A: Definitions
Exhibit B: List of the Parties and Participants
Exhibit C: Annual Energy Use
Exhibit D: Voting Shares

## ARTICLE 2: FORMATION OF SONOMA CLEAN POWER AUTHORITY

2.1 Effective Date and Term. This Agreement shall become effective and Sonoma Clean Power Authority shall exist as a separate public agency on the date this Agreement is executed by the Parties. The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 7.4, subject to the rights of the Parties to withdraw from the Authority.

2.2 Formation. There is formed as of the Effective Date a public agency named the Sonoma Clean Power Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a

majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 8.4 of this Agreement, this Section 2.2 may not be amended unless such amendment is approved by the governing board of each Party.

2.3 Purpose. The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties and Participants are authorized to participate in the CCA Program, as further described in Section 5.1. The Parties intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program and any other energy programs approved by the Authority.

2.4 Powers. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers:

2.4.1 to make and enter into contracts;

2.4.2 to employ agents and employees, including but not limited to a Chief Executive Officer;

2.4.3 to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

2.4.4 to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;

2.4.5 to lease any property;

2.4.6 to sue and be sued in its own name;

2.4.7 to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et seq. and authority under the Act;

2.4.8 to form subsidiary or independent corporations or entities, if necessary to carry out energy supply and energy conservation programs at the lowest possible cost or to take advantage of legislative or regulatory changes;

2.4.9 to issue revenue bonds and other forms of indebtedness;

2.4.10 to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

2.4.11 to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

2.4.12 to adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority ("Operating Rules and Regulations"); and

2.4.13 to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.

2.5 Limitation on Powers. As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the Sonoma County Water Agency.

2.6 Compliance with Local Zoning and Building Laws. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed.

## ARTICLE 3: AUTHORITY PARTICIPATION

3.1 Participation in CCA Program. The Parties may participate in the CCA Program upon the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(12). Other incorporated municipalities and counties ("Participants") may participate in the CCA Program upon (a) the adoption of a resolution by the governing body of such incorporated municipality or such county requesting that the incorporated municipality or county, as the case may be, become a participant in the CCA Program, (b) the adoption, by an affirmative vote of the Board satisfying the requirements described in Section 4.7.3 (or, if demanded by any Director, 4.7.4), of a resolution authorizing the participation of the additional incorporated municipality or county, specifying the participation payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning, and other pre-existing expenditures, and describing additional conditions, if any, associated with participation, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(12) and execution of any necessary program agreements by the incorporated municipality or county, (d) payment of the membership payment, if any, and (e) satisfaction of any conditions established by the Board.

3.2 Continuing Participation. The Parties acknowledge that participation in the CCA Program may change by the addition or withdrawal or termination of P~~p~~articipants. The Parties agree to participate with such other Participants as may later be added, as described in Section 3.1. The Parties also agree that the withdrawal or termination of a P~~p~~articipant shall not affect this Agreement or the remaining Parties' or Participants' continuing obligations under this Agreement.

3.3 Participants Not Liable for Authority Debts. T-he debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Participants unless the governing board of a Participant agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Participant who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation

even if a majority of the Parties and Participants agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 8.4 of this Agreement, this Section 3.3 may not be amended unless such amendment is approved by the governing board of each Participant.

## ARTICLE 4: GOVERNANCE AND INTERNAL ORGANIZATION

4.1 Board of Directors. The governing body of the Authority shall be a Board of Directors ("Board"). The Board shall initially consist of five directors appointed by the Sonoma County Board of Supervisors, and shall upon the addition of additional Participants be comprised as set forth in Section 4.7. Each Director shall serve at the pleasure of the governing board of the Party or Participant who appointed such Director, and may be removed as Director by such governing board at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director within 90 days of the date that such position becomes vacant. Directors may be (but need not be) members of the Board of Supervisors or members of the governing board of any municipality or county electing to participate in the CCA Program.

4.2 Quorum. A majority of the Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with law.

4.3 Powers and Functions of the Board. The Board shall exercise general governance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. The Board ~~shall meet at least annually and~~ shall provide general policy guidance to the CCA Program. The Board shall be required to approve any of the following actions:

a. The issuance of bonds or any other financing even if program revenues are expected to pay for such financing.

b. The hiring of a Chief Executive Officer and General Counsel.

c. The appointment or removal of an officer.

d. The adoption of the Annual Budget.

e. The adoption of an ordinance.

f. The initiation of litigation where the Authority will be the plaintiff, petitioner, cross complainant or cross petitioner, or intervenor; provided, however, that the Chief Executive Officer or General Counsel, on behalf of the Authority, may intervene in, become a party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative agency, without approval of the Board.

g. The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority.

h. Termination of the CCA Program.

4.4 Chief Executive Officer. The Board of Directors shall appoint a Chief Executive Officer for the Authority, who shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The Chief Executive Officer may exercise all powers of the

Authority, except the powers specifically set forth in Section 4.3 or those powers which by law must be exercised by the Board of Directors.

4.5 Commissions, Boards, and Committees. The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees, including the Ratepayer Advisory Committee and the Business Operations Committee, and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

4.5.1 Ratepayer Advisory Committee. The Board shall establish a Ratepayer Advisory Committee consisting of seven members, none of whom may be members of the Board. Three members of the Ratepayer Advisory Committee shall be commercial or industrial customers and four members shall be residential customers (one of whom shall be a tenant).~~Three members of the Ratepayer Advisory Committee shall be commercial and industrial customers, three members (one of whom shall be a tenant) shall be residential customers, and one member shall be a non-profit or non-Party/non-Participant public agency customer~~. Committee members shall represent the interests of their respective customer class. The Board shall publicize the opportunity to serve on the Ratepayer Advisory Committee, and shall appoint members of the Ratepayer Advisory Committee from those individuals expressing interest in serving. Members of the Ratepayer Advisory Committee shall serve staggered four-year terms (the first term of three of the members [one commercial/business, two~~one~~ residential~~, one non-profit/public agency~~] shall be two years, and four years thereafter), which may be renewed. A member of the Ratepayer Advisory Committee may be removed by the Board of Directors by majority vote.~~.~~ Each member of the Ratepayer Advisory Committee shall have one vote; a majority of members shall constitute a quorum; and a majority of a quorum is sufficient for committee action.~~ The Board of Directors shall determine whether the Committee members shall be compensated or entitled to reimbursement for expenses.~~

4.5.2 Duties and Powers of Ratepayer Advisory Committee. The Ratepayer Advisory Committee shall have the following duties and powers:

4.5.2.1 Review of Budget and Rates. The proposed annual budget of the CCA Program and any rates or charges proposed to be imposed by the Authority for CCA Program power or services shall be submitted to the Ratepayer Advisory Committee for review and comment. Following review by the Ratepayer Advisory Committee of any such matter, the committee may recommend to the Board that the matter be approved, approved as amended, or disapproved by the Board, or the committee may decline or fail to make a recommendation. The recommendation of the Ratepayer Advisory Committee, or its refusal or failure to make a recommendation, shall be communicated to the Board and noted on the agenda for the meeting at which the Board considers the matter.

4.5.2.2 Reports to the Board. The Ratepayer Advisory Committee may prepare or cause to be prepared for presentation to the Board any reports, investigations, studies, or analyses relating to the Authority or the CCA Program.

4.5.2.3 Placing Matters on Board's Agenda. The Ratepayer Advisory Committee may place any matter relating to the Authority or the CCA Program on the Board's agenda for consideration and possible action.

4.5.2.4 Support for Ratepayer Advisory Board. The Board shall provide reasonable and necessary administrative assistance to the Ratepayer Advisory Committee. The Ratepayer Advisory Committee may enter into contracts as reasonably necessary to carry out its duties and powers; provided, however, that (a) the amount payable under any contract cannot exceed $20,000 per year, (b) the total amount payable under all contracts cannot exceed $50,000 per year, and (c) the contracts are in a form acceptable to the Authority's Chief Executive Officer and General Counsel.

4.5.3 Business Operations Committee. The Board shall establish a Business Operations Committee to oversee and assist the Chief Executive Officer in implementing the CCA Program. The Business Operations Committee shall consist of five members appointed by the Board of Directors, having expertise in one or more of the areas of management, administration, finance, public contracts, infrastructure development, renewable power generation, power sales and marketing, or energy conservation. The Business Operations Committee shall meet no less frequently than bi-monthly. Committee members shall be appointed to staggered four-year terms (the first term of two of the members shall be two years, and four years thereafter), which may be renewed. A member of the Business Operations Committee may be removed by the Board of Directors by majority vote. Each member of the Business Operations Committee shall have one vote; a majority of members shall constitute a quorum; and a majority of a quorum is sufficient for committee action. The Board of Directors shall determine whether the Committee members shall be compensated or entitled to reimbursement for expenses.

4.5.3.1 Duties of Business Operations Committee. The Business Operations Committee shall review the operations of the CCA Program. The Business Operations Committee may request that the Chief Executive Officer provide information reasonably necessary to such review. The Business Operations Committee may make recommendations with respect to the operations of the Authority to the Chief Executive Officer or to the Chair of the Board of Directors.

4.5.3.2 Chief Executive Officer Reports to Business Operations Committee. The Chief Executive Officer shall prepare, no later than the 20th day of each first month of each fiscal quarter, a report to the Business Operations Committee on the operations of the Authority during the preceding fiscal quarter. The report shall contain information regarding the financial performance of the Authority during the preceding quarter, the number of accounts served, the amount of power delivered, and a narrative description of energy efficiency, energy conservation, renewable power generation, and other programs carried out by the Authority.

4.5.3.3 Review of Major Contracts and Capital Projects. The Chief Executive Officer shall submit all proposed contracts and capital projects having a value in

excess of $250,000 to the Business Operations Committee for review and comment. This requirement shall not apply if the Chief Executive Officer determines, following consultation with the General Counsel, that an unforeseen or emergency situation exists such that execution of a major contract is required before it is feasible to hold a meeting of the Business Operations Committee to consider the contract.

4.5.3.4 Other Delegated Powers. The Board of Directors may delegate such other and further powers and duties to the Business Operations Committee as it shall determine in its sole discretion.

4.6 Director Compensation. Directors shall serve without compensation from the Authority. However, Directors may be compensated by their respective appointing authorities. The Board, however, may adopt by resolution a policy relating to the reimbursement by the Authority of expenses incurred by Directors.

4.7 Board of Directors Composition upon Participation by Cities or Counties in CCA Program Under Section 3.1. Upon the approval of the Board of the participation of any other incorporated municipality or county (the "Participant" or "Additional Participant") in the CCA Program pursuant to Section 3.1, the Additional Participant shall be entitled to appoint one additional member to the Board of Directors. Upon such appointment, the voting shares of Directors and approval requirements for actions of the Board shall be as follows:

4.7.1. Voting Shares.

Each Director shall have a voting share as determined by the following formula: (Annual Energy Use/Total Annual Energy) multiplied by 100, where

(a) "Annual Energy Use" means, (i) with respect to the first year following the Effective Date, the annual electricity usage, expressed in kilowatt hours ("kWh"), within the Party's or Participant's respective jurisdiction and (ii) with respect to the period after the anniversary of the Effective Date, the annual electricity usage, expressed in kWh, of accounts within a Party's respective jurisdiction that are served by the Authority; and

(b) "Total Annual Energy" means the sum of all Parties' and Participants' Annual Energy Use. The initial values for Annual Energy use are designated in Exhibit C, and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year.

(c) The combined voting share of all Directors representing the County of Sonoma and the Sonoma County Water Agency shall be based upon the annual electricity usage within the unincorporated area of Sonoma County.

4.7.2. Exhibit Showing Voting Shares. The initial voting shares are set forth in Exhibit D~~B~~. Exhibit D~~B~~ shall be revised no less than annually as necessary to account for changes in the number of Parties or Participants and changes in the Parties' and

Participants' Annual Energy Use.

4.7.3. Approval Requirements Relating to CCA Program. Except as provided in Sections 4.7.4 and 4.7.5 below, action of the Board shall require the affirmative vote of a majority of a quorum of Directors.

4.7.4. Option for Approval by Voting Shares. Notwithstanding Section 4.7.3, any Director present at a meeting may demand that approval of any matter ~~specifically~~ related to the CCA Pprogram be determined on the basis of voting shares and~~rather than~~ by the affirmative vote of a majority of ~~a quorum of~~ Directors present at the meeting. If a Director makes such a demand with respect to approval of any such matter, then approval of such matter shall require the affirmative vote of a majority of Directors present at the meeting and the affirmative vote of Directors having a majority of voting shares, as determined by Section 4.7.1.

4.7.5. Approval Requirements Relating to Sections 7.2 and 8.4. Action of the Board on the matters set forth in Section 7.2 (involuntary termination of a Party or Participant) or Section 8.4 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of Directors; provided, however, that (a) notwithstanding the foregoing, any Director present at the meeting may demand that the vote be determined on the basis of voting shares and by the affirmative vote of Directors, and if a Director makes such a demand, then approval shall require the affirmative vote of at least two-thirds of Directors and the affirmative vote of Directors having at least two-thirds of the voting shares, as determined by Section 4.7.1; (b)~~as described in those sectionsof Directors holding at least 67 voting shares; provided, however, that~~when a Director has demanded that the vote be determined on the basis of voting shares and by the affirmative vote of Directors, if any individual Director's voting share exceeds 33 and that Director votes in the negative or abstains or is absent from the meeting, then at least one other Director shall be required to vote in the negative, or the matter shall be deemed approved; and (c) for votes to involuntarily terminate a Party or Participant under Section 7.2, the Director for the Party or Participant subject to involuntary termination may not vote, and the number of Directors constituting two-thirds of all Directors, and weighted vote of each Party or Participant, shall be recalculated as if the Party or Participant subject to possible termination were not a Party or Participant.

4.7.6. Reduction in Number of Members Appointed by County of Sonoma and Sonoma County Water Agency. Upon the approval of the Board of Directors of Additional Participants in the CCA Program pursuant to Section 3.1, the number of members of the Board of Directors appointed to represent the County of Sonoma and the Sonoma County Water Agency shall be reduced as set forth below:

| Total Number of Additional Participants | Number of Sonoma County/SCWA Directors |
|---|---|
| 1 | 4 |
| 2 | 3 |

| | |
|---|---|
| 3-5 | 2 |
| 6 or more | 1 |

Notwithstanding anything in Section 4.7 or Section 4.7.6 to the contrary, however, in the event that the City of Santa Rosa is one of the Additional Participants and the total number of Additional Participants is two or less, then the City of Santa Rosa shall be entitled to appoint two members to the Board of Directors, and the County of Sonoma and the Sonoma County Water Agency shall be jointly entitled to appoint to the Board of Directors the number of members equal to five minus the number appointed by the City of Santa Rosa and any other Additional Participant.

4.8 Meetings and Special Meetings of the Board. The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.).

4.9 Selection of Board Officers.

4.9.1 Chair and Vice Chair. The Directors shall select, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board or (b) the Party that he or she represents withdraws form the Authority pursuant to the provisions of this Agreement.

4.9.2 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

4.9.3 Treasurer and Auditor. The Sonoma County Auditor-Controller-Treasurer-Tax Collector shall act as the Treasurer and the Auditor for the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depositary of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to

any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 6.

4.10 Administrative Services Provider. The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between the Authority and the appointed administrative services provider or providers (an "Administrative Services Agreement"). The appointed administrative services provider may be one of the Parties. An Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

## ARTICLE 5 IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

5.1 Preliminary Implementation of the CCA Program.

5.1.1 Enabling Ordinance. Except as otherwise provided by Section 3.1, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

5.1.2 Implementation Plan. The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 4.7.3.

5.1.3 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

5.2 Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution. The Parties agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Article 7.

## ARTICLE 6 FINANCIAL PROVISIONS

6.1 Fiscal Year. The Authority's fiscal year shall be 12 months commencing July 1 and ending June 30. The fiscal year may be changed by Board resolution.

6.2 Depository.

6.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or Participant or any other person or entity.

6.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties and Participants at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

6.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

6.3 Budget and Recovery of Costs.

6.3.1 Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Authority Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be approved by the Board in accordance with the Operating Rules and Regulations.

6.3.2 Funding of Initial Costs. The Sonoma County Water Agency has funded certain activities necessary to implement the CCA Program. If the CCA Program becomes operational, these initial costs paid by the Sonoma County Water Agency shall be included in the customer charges for electric services as provided by Section 6.3.3 to the extent permitted by law, and the Sonoma County Water Agency shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the Sonoma County Water Agency shall provide such documentation of costs paid as the Board may request. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the Sonoma County Water Agency shall not be entitled to any reimbursement of the initial costs it has paid from the Authority or any Party.

6.3.3 CCA Program Costs. The Parties desire that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

## ARTICLE 7: WITHDRAWAL AND TERMINATION

7.1 Withdrawal.

7.1.1 Right to Withdraw. A Party or Participant may withdraw its participation in the CCA Program, effective as of the beginning of the Authority's fiscal year, by giving no less than 6 months advance written notice of its election to do so, which notice shall be given to the Authority and each Party and Participant. Withdrawal of a Party or Participant shall require an affirmative vote of its governing board.

7.1.2 Amendment. Notwithstanding Section 7.1.1, a Party or Participant may withdraw its membership in the Authority following an amendment to this Agreement in the manner provided by Section 8.4.

7.1.3 Continuing Liability; Further Assurances. A Party or Participant that withdraws its participation in the CCA Program may be subject to certain continuing liabilities, as described in Section 7.3. The withdrawing Party or Participant and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party or Participant~~participant~~ from participation in the CCA Program.

7.2 Involuntary Termination of a Party or Participant. Participation of a Party or Participant in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Party's or Additional Participant's participation in the CCA Program upon ~~an affirmative~~a vote of Board members as provided in Section 4.7.5~~holding no less than 67 voting shares, excluding the vote and voting shares of the Party or Participant subject to possible termination~~. Prior to any vote to terminate participation with respect to a Party or Participant, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party or Participant whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Party or Participant has allegedly violated. The Party or Participant subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party or Participant that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 7.3.

7.3 Continuing Liability; Refund. Upon a withdrawal or involuntary termination of a Party or Participant, the Party or Participant shall remain responsible for any claims, demands, damages, or liabilities arising from the Party or Participant's membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Party or Participant shall not be responsible for any liabilities arising after the date of the Party or Participant's withdrawal or involuntary termination. In addition, such Party or Participant also shall be responsible for any costs or obligations associated with the Party or Participant's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party or Participant. The Authority may withhold funds otherwise owing to the Party or Participant or may require the Party or Participant to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's or Participant's liability for the costs described above. Any amount of the Party's or Participant's funds held on deposit with the

Authority above that which is required to pay any liabilities or obligations shall be returned to the Party or Participant. The liability of any Party or Participant under this section 7.3 is subject and subordinate to the provisions of Ssections 2.23 and 3.3, and nothing in this section 7.3 shall reduce, impair, or eliminate any immunity from liability provided by Ssections 2.2 or 3.33.

7.4 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Participant to withdraw its participation in the CCA Program, as described in Section 7.1.

7.5 Disposition of Property upon Termination of Authority. Upon termination of this Agreement as to all Parties, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties and Participants in proportion to the contributions made by each.

7.6 Negotiations with Participants. If the Parties wish to terminate this Agreement, or if the Parties elect to withdraw from the CCA Program following an amendment to this Agreement as provided in Section 8.4, but two or more Participants wish to continue to participate in the CCA Program, the Parties will negotiate in good faith with such Participants to allow the Participants to become parties to this Agreement or to effect a transfer of CCA Program operations to another entity.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Dispute Resolution. The Parties, Participants, and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Should such efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be settled by binding arbitration in accordance with policies and procedures established by the Board.

8.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Sections 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Participants, the Authority, or its Directors, officers, or employees.

8.3 Indemnification of Parties and Participants. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties, the Participants, and the public. The Authority shall defend, indemnify, and hold harmless the Parties and Participants, and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

8.4 Amendment of this Agreement. This Agreement may be amended by a(a) an affirmative vote of Board members as provided in Section 4.7.5holding no less than 67 voting shares. The

Authority shall provide written notice to all Parties and Participants of amendments to this Agreement, including the effective date of such amendments. A Party or Participant shall be deemed to have withdrawn its participation in the CCA Program effective immediately upon the vote of the Board approving an amendment to this Agreement if (a) the Director representing such Party or Participant has provided notice to the other Directors immediately preceding the Board's vote of the Party or Participant's intention to withdraw its participation in the CCA Program should the amendment be approved by the Board and (b) such notice of intent to withdraw is authorized or ratified by an affirmative vote of the governing board of the Party or Participant. As described in Section 7.3, a Party or Participant that withdraws its participation in the CCA Program in accordance with the above-described procedure may be subject to continuing liabilities incurred prior to the Party's or~~Additional~~ Participant's withdrawal.

8.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties or Participants may not be assigned or delegated without the advance written consent of all of the other Parties and Participants, and any attempt to assign or delegate such rights or duties in contravention of this Section 8.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties and Participants. This Section 8.5 does not prohibit a Party or Participant from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's or Participant's contributions to the Authority, or the disposition of proceeds which that Party or Participant receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties or Participants under this Agreement.

8.6 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

8.7 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

8.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

8.9 Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender

receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties and Participants.

8.10 Commitment to Consider Amendments. At one of its first three meetings after July 9, 2013, the Board of Directors shall consider all amendments to this Agreement that have been requested by any city that adopts, by July 9, 2013, the resolution and ordinance required by Section 3.1 to become a Participant in the CCA Program. Any such amendments shall be subject to the voting requirements of Section 8.4. Nothing in this Section 8.10 requires the Board of Directors to approve any specific amendment to this Agreement.

## Exhibit A

## Definitions

"AB 117" means Assembly Bill 117 (Stat. 2002, ch. 838, codified at Public Utilities Code Section 366.2), which created CCA.

"Act" means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq*.)

"Administrative Services Agreement" means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

"Agreement" means this Joint Powers Agreement.

"Annual Energy Use" has the meaning given in Section 4.7.2.

"Authority" means the Sonoma Clean Power Authority.

"Authority Document(s)" means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions, and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

"Board" means the Board of Directors of the Authority.

"CCA" or "Community Choice Aggregation" means an electric service option available to cities, counties, and the Sonoma County Water Agency pursuant to Public Utilities Code Section 366.2.

"CCA Program" means the Authority's program relating to CCA that is principally described in Sections 2.3, 2.4, and 5.1.

"Director" means a member of the Board of Directors representing a Party or an Additional Participant.

"Effective Date" means the date on which this Agreement shall become effective and the Sonoma Clean Power Authority shall exist as a separate public agency, as further described in Section 2.1.

"Implementation Plan" means the plan generally described in Section 5.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

"Initial Costs" means all costs incurred by the Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, any required accounting, administrative, technical, or legal services in support of the Authority's initial activities or in support of the negotiation, preparation, and approval of one or more Administrative Services Provider Agreements and Program Agreement 1. Administrative and operational costs incurred after the approval of Program Agreement 1 shall not be considered Initial Costs.

"Operating Rules and Regulations" means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

"Participant" or "Additional Participant" means any incorporate municipality or county electing to participate in the CCA Program.

"Parties" means, collectively, the County of Sonoma and the Sonoma County Water Agency.

"Party" means the County of Sonoma or the Sonoma County Water Agency.

"Total Annual Energy" has the meaning given in Section 4.7.2.

# County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

**Agenda Item Number: 82**
(This Section for use by Clerk of the Board Only.)

**To:**

| | | | |
|---|---|---|---|
| **Board Agenda Date:** | June 25, 2013 | **Vote Requirement:** | Majority |

**Department or Agency Name(s):** BOS

| **Staff Name and Phone Number:** | **Supervisorial District(s):** |
|---|---|
| Supervisor Efren Carrillo 565-2241 | Fifth |

**Title:** Allocation of Advertising Contingency Funds

**Recommended Actions:** Approve allocation of Advertising Contingency Funds in the amount of $20,000 for the Russian River Chamber to conduct a positive messaging campaign for tourism this summer and fall. (Fifth District)

**Executive Summary:**

The Russian River area is both economically disadvantaged and highly dependent upon tourism for its economic survival. With the low rainfall of winter 2013 resulting in lower flows to the Russian River, the tourism businesses in the River area will cooperatively launch a positive outreach campaign to the Bay area which will highlight the many attractions available to visitors and tourists. The support for this effort should be a win-win, resulting in business stabilization for the area and protecting TOT revenues. Given the activities will promote the County and attract visitors to Sonoma County, it is recommended that Advertising funds be used for this promotional campaign.

**Prior Board Actions:**

N/A

**Strategic Plan Alignment** Goal 2: Economic and Environmental Stewardship

Increased visitors to the area will positively impact local business and the local economy and promote ongoing tourism to the area.

| Fiscal Summary - FY 12-13 | | | |
|---|---|---|---|
| **Expenditures** | | **Funding Source(s)** | |
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ 20,000 | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ 20,000 |
| | $ | | $ |
| **Total Expenditure** | **$ 20,000** | **Total Sources** | **$ 20,000** |

**Narrative Explanation of Fiscal Impacts (If Required):**

Funds are available in FY 12/13 from the Advertising contingency funds.

**Staffing Impacts**

| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
|---|---|---|---|
| | | | |
| | | | |

**Narrative Explanation of Staffing Impacts (If Required):**

n/a

**Attachments:**

Application for Category F funding from Russian River Chamber

**Related Items "On File" with the Clerk of the Board:**

n/a

**Sonoma County Advertising Program**
**Category F**
**Request for Funding Application**
**FY 2013-14**

This application will be used for the proposed new Advertising Program category of Category F. The policy language for this category can be found below. Additional information and the complete Advertising & Promotions Program Policy can be found at:
www.sonoma-county.org/cao/adv_program

If you are interested in applying for funds under this proposed new category, please complete this application and submit as detailed below by **noon, 12:00 pm May 22, 2013**.

Applications may be submitted via email to: 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

Proposed Policy Language:

Specific priority will be given to applications demonstrating collaboration with other entities and not dependent solely on the Advertising Program funds to complete the project.

This application will also 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 Chamber of Commerce

*Address*: P.O. Box 331

*City, State, Zip*: Guerneville, CA 95446

*Contact Person*: Margaret Kennett

*Phone Number*: (707) 869-8105 (fern grove) (707) 869-9000 (chamber office)

*Email Address*: innkeepers@ferngrove.com

*Web Site Address*: www.russianriver.com

*Current IRS Non-Profit Status*: Yes___X__ No_____

**PROJECT INFORMATION**

Please complete the remaining portions for *each* project for which the Applicant Organization is requesting funding.

*Signage/Way Finding Project or purpose for which funds are requested*:
Positive messaging campaign for Russian River Resort Area

*Amount of Funds Requested (Preliminary discussions have set a potential overall category maximum of $40,000, however this level will be evaluated based on the aggregate demand of all applications receive:*

$20,000

*Briefly describe the project for which funds are being requested:*

As Above.

*Please briefly describe the operating organization responsible for the project and how other, if any, organizations are involved, participating, contributing, either financially and/or in kind.*

Campaign will be coordinated to reach out and encourage Bay Area and local residents to spend time at the river during this Summer season. Our area is experiencing "low flow" due to the dry winter, and as we are an important source of TOT dollars and tourism is a critical economic driver for our area, this campaign is critical to the River area businesses and community.

*When will the project begin and be completed:*

As soon as funds are allocated.

*How will the project benefit the local community, out-of-the area visitors, local business, overall tourism, economic development, or other significant impacts this project is expected to produce:*

Water flow issues can cause significant concern and may defer visitors from coming to the area. The local economy can't afford low flow negativity.

*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:*

Local survey to monitor the effect of the campaign. Increase in tourism and a positive experience.

*How will the County of Sonoma, as a sponsor of the project, be recognized:*

Where appropriate, county logo will be displayed.

*If Advertising Program funds are awarded, will the amount be matched (either full or partial) and by what organization:*

None known.

**BUDGET FOR PROJECT**
Please detail all revenue and expenditures associated with the project for which funds are being requested (only include guaranteed funds, i.e. not the Advertising Funds being requested that have not yet been approved).

*1.) Funding/Contributions:*

| Source | Amount |
|---|---|
| County of Sonoma EDB Ad Funds | 20,000 |
| | |
| | |
| | |
| **Total:** | 20,000 |

2.) *Expenditures:*

| **Expenditures**<br>**Item or service** | **Cost:** | **Funded By** |
|---|---|---|
| Campaign | 20,000 | County of Sonoma Advertising Funds |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| **Total:** | | 20,000 |

**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

Chair of Government Affairs
Russian River Chamber of Commerce

# County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

**Agenda Item Number: 83**
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**
David Rabbitt (707)565-2241

**Supervisorial District(s):**
Second District

**Title:** Fee Waiver

**Recommended Actions:**

Approve request for a fee waiver in the amount of $604.00 for the Penngrove Parade to be held on July 7, 2013

**Executive Summary:**

The 38th annual "Biggest Little Parade" is an annual event that celebrates the birth of our Nation. The event is organized by the Penngorve Social Fireman and nonprofit community organization.

**Prior Board Actions:**

Fee's were waived in 2011 and 2012

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

**Fiscal Summary - FY 12-13**

| Expenditures | | Funding Source(s) | |
|---|---|---|---|
| Budgeted Amount | $ | County General Fund | $ |
| Add Appropriations Reqd. | $ 604.00 | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ 604.00 |
| | $ | | $ |
| **Total Expenditure** | **$ 604.00** | **Total Sources** | **$ 604.00** |

| **Narrative Explanation of Fiscal Impacts (If Required):** | | | |
|---|---|---|---|
| | | | |
| **Staffing Impacts** | | | |
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |
| **Narrative Explanation of Staffing Impacts (If Required):** | | | |
| | | | |
| **Attachments:** | | | |
| Fee Waiver Request | | | |
| **Related Items "On File" with the Clerk of the Board:** | | | |
| | | | |

SUBMIT TO:
Board of Supervisors
575 Administration Dr, Ste 100A
Santa Rosa, CA 95403

# COUNTY OF SONOMA

For Board of Supervisors Use Only

## Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Kim (First) Middle Hansen (Last)

Mailing Address: 10101 Main Street (Number, Street, Apt/Suite) Penngrove (City) CA (State) 94951 (Zip)

Phone: ( 707 ) 794 - 1516 (Area Code, Number) Email: mrsjjava@hotmail.com

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Penngrove Social Fireman, Penngrove Parade

Mailing Address: (Number, Street, Apt/Suite) (City) (State) (Zip)

Phone: ( ) - (Area Code, Number) Email:

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

| Board Member and District | Susan Gorin District 1 | David Rabbitt District 2 | Shirlee Zane District 3 | Mike McGuire District 4 | Efren Carrillo District 5 |
|---|---|---|---|---|---|
| Entity or organization location (select all that apply) | ☐ | ☑ | ☐ | ☐ | ☐ |
| Project/activity/event location (select all that apply) | ☐ | ☑ | ☐ | ☐ | ☐ |
| District office to receive request (select only one) | ☐ | ☑ | ☐ | ☐ | ☐ |

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

☐ City ☐ Special District ☐ Other Local Government

☐ School ☑ Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: ☐ One Time ☑ Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

| Department Assessing Fee | Type of Fee | Amount of Fee |
|---|---|---|
| PRMD | Special Event | $604.00 |
| | | |
| | | |
| | | |

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

| Date of Fee Waiver | Department Assessing Fee | Type of Fee | Amount of Fee |
|---|---|---|---|
| 6 / / 2011 | PRMD | Special Event Encroachment | $604.00 |
| 6 / / 2012 | PRMD | Special Event Encroachmen | $542.00 |
| / / | | | |
| / / | | | |

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

☐ Property Tax ☐ Sales Tax ☐ Special Assessment

☐ User Fees

Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

Kurt Hanson — Director and Parade Chair

Authorized Signature — Title

6 / 12 / 2013

Date

# County of Sonoma
# Fee Waiver Policy

Authority: Board of Supervisors
Approval Date: June 2, 2009
Effective Date: July 1, 2009

## 1. Purpose

The purpose of this policy is to establish guidelines to be used to evaluate requests for fee waivers and to implement a structure and process through which consistent information for fee waiver requests will be collected and evaluated.

## 2. Background

Sonoma County is facing unprecedented fiscal challenges. As a result of the economic downturn, job and income losses, declining home values, and reduced consumption, the County's major sources of revenue property tax and sales tax have declined substantially. The situation is exacerbated by an increase in demand for county services. In light of this new fiscal reality, the county is reviewing all resource allocation decisions. Fee waivers, are an expense to the County General Fund. Fees are established to pay for the cost of a service provided by a county department. When a fee waiver is granted, the County General Fund pays the department in an amount equal to the fee waived.

## 3. Policy

The Board of Supervisors may, at their sole discretion, approve or disapprove fee waiver requests. Effective July 1, 2009, the following general guidelines will be used to assist in the determination of whether a requested fee waiver is eligible or ineligible.

<table>
<tr><th>Eligible for fee waivers</th><th>Ineligible for fee waivers</th></tr>
<tr><td rowspan="3">Community based organizations (CBO) or non-profits providing a direct service that is similar to or complimentary to a key county policy goal or direct service that the county is typically responsible for providing; e.g. emergency or economic assistance or basic sustenance needs (emergency food, shelter, etc.)</td><td>Flood elevation program fees</td></tr>
<tr><td>Other county department fees</td></tr>
<tr><td>Other governmental agencies – unless they can demonstrate an inability to pay the county fee</td></tr>
<tr><td>Governmental agencies that do not receive tax funding and can demonstrate an inability to pay the county fee</td><td>Fund raising events - where attendees pay a fee for admission to the event or in the case of festivals where vendors pay to participate in the event</td></tr>
</table>

## 4. Phased in Reduction for CBOs and Non-Profits

CBOs and non-profits that have received a fee waiver in the 12 months prior to the effective date of this policy, for an activity/event that may no longer be eligible under this policy, will be considered for a phased reduction in fees as follows:

- Year 1 – Up to two-thirds of the fee amount previously waived, may be waived
- Year 2 – Up to one-third of the fee amount previously waived, may be waived
- Year 3 – Fee waiver ineligible

The phased-in reduction does not apply to CBOs and non-profits who received fee waivers for a fund raising activity/event, where the CBO or non-profit has the ability to set entry or participation fees at a level necessary to cover costs, including the cost of any associated fees.

**5. Fee Waiver Request Form**

Fee waiver requests submitted on or after June 2, 2009, must be accompanied by a Fee Waiver Request Form (Attachment A). Copies of this form may be obtained from the County of Sonoma, Clerk of the Board of Supervisors, located at 575 Administration Drive, Room 100A, Santa Rosa, CA, 95403, or at the following website: http://www.sonoma-county.org/board/index.htm.

Fee Waiver Request Forms must be complete, signed, and accompanied by supporting documentation to demonstrate eligibility for the requested fee waiver. Demonstrated eligibility does not assure approval of a fee waiver request.

Completed Fee Waiver Request Forms shall be submitted to the Clerk of the Board of Supervisors at the address above. The Clerk will forward requests to the Board Member specified by the applicant.

# County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

**Agenda Item Number: 84**
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**
David Rabbitt (707)565-2241

**Supervisorial District(s):**
Second District

**Title:** Fee Waiver

**Recommended Actions:**

Approve request for a fee waiver in the amount of $2,110.00 ($1,675 PRMD $435.00 for Sonoma County Fire) for the Petaluma Education Foundation BASH event benefiting Petaluma Schools on September 7, 2013.

**Executive Summary:**

Petaluma Educational Foundation (PEF), a privately funded, non-profit organization whose primary goal is to raise money in the community to benefit the education of all 13,000 students attending Petaluma's 36 public and not-for-profit private schools, from kindergarten through high school. This benefit to local education comes primarily through the PEF Grant and Scholarship programs. In the first 30 years, the foundation has raised and distributed over $4,000,000 to local schools.

**Prior Board Actions:**

Fee's were waived in 2012

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

| Fiscal Summary - FY 12-13 | | | | | |
|---|---|---|---|---|---|
| **Expenditures** | | | **Funding Source(s)** | | |
| Budgeted Amount | $ | | County General Fund | $ | |
| Add Appropriations Reqd. | $ | 2,110.00 | State/Federal | $ | |
| | $ | | Fees/Other | $ | |
| | $ | | Use of Fund Balance | $ | |
| | $ | | Contingencies | $ | 2,110.00 |
| | $ | | | $ | |
| **Total Expenditure** | **$** | **2,110.00** | **Total Sources** | **$** | **2,110.00** |

**Narrative Explanation of Fiscal Impacts (If Required):**

| **Staffing Impacts** | | | |
|---|---|---|---|
| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
| | | | |
| | | | |

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Fee Waiver Request

**Related Items "On File" with the Clerk of the Board:**

Petaluma
EDUCATIONAL
FOUNDATION
Supporting Petaluma Schools since 1983

**Board of Directors**
**OFFICERS**
W. Thom Knudson
President

Chris Wallner
Vice President

Carol Libarle
VP Development

Carol Isaak
Secretary

Alicia Hansel
Treasurer

Rebecca Celli
Member-at-Large

Cathy Bachman
Past President

**MEMBERS**
Stephanie Baxman
Oralee Bean
Sally Foley
Patty Haynes
Tami Henris
Andrea Krout
Bridget Mackay
Mike Maddalena
Elizabeth T. Marquardt
Mary McCaffrey
Michael Morgan
Claudia Naventi
Ramona Nizibian
Kelly Pounds
Clark Rosen
Pete Sikora
Deborah F. Smith
William Soper
Michael F. Tomasini
Diane Zimmerman

**EX-OFFICIO**
Steve Bolman
Robert Cmelak
Cynthia Pilar
Dr. Jane Saldana-Talley
Dr. John Walker

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Carol King
Clyde A. Nelson, Jr.
Anthy A. O'Brien

**STAFF**
Janet Ramatici,
Executive Director
Katy Verke,
Program Director
Maureen Highland,
Development Coordinator
Sharon Kimball,
Accounting Manager
Laurelle Anspach,
Bookkeeper
Ron Bausman
Director Alphabet Soup

Name: **PEF'S THE GREAT BASHBY**

Date: Saturday, September 7, 2013

Location: 5400 Old Redwood Highway, Petaluma, CA 94952

**Event Summary:** The Bash is an annual fundraiser to raise funds for all Petaluma area K-12 schools through the Grant and Scholarship programs of the Petaluma Educational Foundation. The foundation will attract 450-500 guests to dine, dance and bid in Live and Silent Auctions. Our goal is to raise $250,000 for our schools. This is a private, invitation only event.

The event is organized by a committee of experienced staff and volunteers who contract with professionals to provide the following services and insure the highest standards for all aspects of the fundraiser. Each provider is fully licensed and insured.

Ray's Catering: food and liquor service; valet parking service
Encore Events: rentals and decorations
Diversified Lighting: lighting

**Community Support:** The Bash is sponsored by businesses and individuals who have a clear commitment to local education. Major sponsors include:

Clover Stornetta Farms
Petaluma Market
Wells Fargo
Exchange Bank
Lace House Linen
Andrea and John Barella
Hennessy Funds

Other financial sponsors include: Bank of Marin, Camelbak Products, Don Ramatici Insurance, Encore Events, First Community Bank, Friedman Home Improvement, Guido Enterprises, Mike Hudson Distributing, Pisenti & Brinker, LLP, Redwood Club, and W.K. McLellan Co.

**Location**: The event will be held in a warehouse owned by Clover Stornetta Farms. They have donated the use of this space to Petaluma Educational Foundation for The Bash. No candles will be used. Porta-potties will be provided by United Site Services. Existing outside lighting will be augmented by towable light towers with four 1,000 watt bulbs.

**Security/Safety Personnel**: PEF will provide 2-3 licensed private security guards. PEF will also hire a Fire Watch and Safety person. Additionally, there are 5 PEF staff personnel on duty throughout the event.

**Parking and Traffic**: PEF will provide valet service from designated parking to main entrance. There is ample parking on the parcel in the 299,705 sf of parking and drive area, in addition to the 29 designated parking places. Handicapped parking will be designated to the immediate left of the entrance. Main traffic flow to event will be from the west (Petaluma) onto a designated right turn lane. Security will direct exit traffic to the right (north/east) to avoid left turn onto Old Redwood Highway.

**Timeline**:

| | |
|---|---|
| 5:00 pm | **Reception and Silent Auction**<br>- Hosted reception and passed hor's oeurves<br>- Bidding on Silent Auction items displayed on tables |
| 7:30 pm | **Dinner and Live Auction**<br>- Sit-down dinner, prepared and served by Ray's Catering<br>- Live Auction conducted by professional auctioneer during dinner<br>- Speeches and Paddle Raise for donations to fund PEF Grants for schools |
| 9:30 pm | **Dance** to live band, Wall Street |

200 Douglas Street, Petaluma, CA 94952 www.pefinfo.com
main (707) 778-4632 grants/scholarships (707) 778-5063 fax (707) 778-4642 info@pefinfo.com

SUBMIT TO:
Board of Supervisors
575 Administration Dr, Ste 100A
Santa Rosa, CA 95403

# COUNTY OF SONOMA

For Board of Supervisors Use Only

## Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Katy (First) Middle Verke (Last)

Mailing Address: 200 Douglas Street (Number, Street, Apt/Suite) Petaluma (City) CA (State) 94952 (Zip)

Phone: ( 707 ) 778 - 4632 (Area Code, Number) Email: katy@PEFinfo.com

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Petaluma Education Foundation

Mailing Address: 200 Douglas Street (Number, Street, Apt/Suite) Petlauma (City) CA (State) 94952 (Zip)

Phone: ( 707 ) 778 - 4632 (Area Code, Number) Email: katy@PEFinfo.com

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

| Board Member and District | Susan Gorin District 1 | David Rabbitt District 2 | Shirlee Zane District 3 | Mike McGuire District 4 | Efren Carrillo District 5 |
|---|---|---|---|---|---|
| Entity or organization location (select all that apply) | ☐ | ☑ | ☐ | ☐ | ☐ |
| Project/activity/event location (select all that apply) | ☐ | ☑ | ☐ | ☐ | ☐ |
| District office to receive request (select only one) | ☐ | ☑ | ☐ | ☐ | ☐ |

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

☐ City ☐ Special District ☐ Other Local Government
☐ School ☑ Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: ☐ One Time ☑ Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

| Department Assessing Fee | Type of Fee | Amount of Fee |
|---|---|---|
| PRMD | Cultural Event Permit | 1675.00 |
| Sonoma County Fire | Permit and inspection fee | 435.00 |
| | | |
| | total | 2110.00 |

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

| Date of Fee Waiver | Department Assessing Fee | Type of Fee | Amount of Fee |
|---|---|---|---|
| 6 / / 2012 | | | 1695.00 |
| / / | | | |
| / / | | | |
| / / | | | |

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

☐ Property Tax ☐ Sales Tax ☐ Special Assessment

☐ User Fees

Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

Katy Kerr — Authorized Signature

Office Manager — Title

6/31/2013 — Date

# County of Sonoma
# Fee Waiver Policy

Authority: Board of Supervisors
Approval Date: June 2, 2009
Effective Date: July 1, 2009

## 1. Purpose

The purpose of this policy is to establish guidelines to be used to evaluate requests for fee waivers and to implement a structure and process through which consistent information for fee waiver requests will be collected and evaluated.

## 2. Background

Sonoma County is facing unprecedented fiscal challenges. As a result of the economic downturn, job and income losses, declining home values, and reduced consumption, the County's major sources of revenue property tax and sales tax have declined substantially. The situation is exacerbated by an increase in demand for county services. In light of this new fiscal reality, the county is reviewing all resource allocation decisions. Fee waivers, are an expense to the County General Fund. Fees are established to pay for the cost of a service provided by a county department. When a fee waiver is granted, the County General Fund pays the department in an amount equal to the fee waived.

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**5. Fee Waiver Request Form**

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Fee Waiver Request Forms must be complete, signed, and accompanied by supporting documentation to demonstrate eligibility for the requested fee waiver. Demonstrated eligibility does not assure approval of a fee waiver request.

Completed Fee Waiver Request Forms shall be submitted to the Clerk of the Board of Supervisors at the address above. The Clerk will forward requests to the Board Member specified by the applicant.

# County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

**Agenda Item Number: 96**
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Permit and Resource Management Department

**Staff Name and Phone Number:**

Dean Parsons 565-1948

**Supervisorial District(s):**

Fourth

**Title:** Second General Plan Amendment for 2013

**Recommended Actions:**

Hold a public hearing on the proposed General Plan Amendment and, 1) approve the Resolution adopting a Negative Declaration and approving the respective General Plan Amendment, and 2) adopt related Ordinance rezoning affected property.

**Executive Summary:**

The Board is requested to conduct a public hearing on the proposed second General Plan Amendment for 2013, which involves one project located in Geyserville. Attachments include the staff memo, Draft Board of Supervisors Resolution and Draft Rezoning Ordinance.

The Planning Commission recommends approval for the following request: 1) a General Plan Amendment from the Urban Residential 6 units per acre density to the Limited Commercial Land Use Designation; 2) a corresponding Zone Change from the R2 (Medium Density Residential), 6 units per acre density, SR (Scenic Resources) to the LC (Limited Commercial), SR Zoning District to allow for 3) a Use Permit for a market including sales of takeout food and alcohol in an existing building on a 3,840 square foot parcel.

This item can be an uncontested item and does not require a staff presentation unless requested by the Board or a member of the public. There was no opposition to the request at the Planning Commission.

ITEM #A:
File No.: PLP12-0039
Staff: Sigrid Swedenborg
Applicant: William Hinkle
Env. Doc.: Negative Declaration
Location: 40 Highway 128, Geyserville
APNs: 140-100-007 Fourth District

**Prior Board Actions:**

State law limits General Plan amendments to any mandatory element to four times per year. This is the second round of amendments for 2013.

**Strategic Plan Alignment** Goal 2: Economic and Environmental Stewardship

The Board of Supervisors has endorsed the continuation of the General Plan policies to support agriculture production and processing, while protecting the environment. The GPA's will align public services with community needs.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

**Narrative Explanation of Fiscal Impacts (If Required):**

These projects are primarily at-cost, which are part of the Comprehensive Planning Work Plan.

**Staffing Impacts**

| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
|---|---|---|---|
| | | | |
| | | | |

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

General Plan Amendment Memo with attachments for Item A

**Related Items "On File" with the Clerk of the Board:**

None.

# *COUNTY OF SONOMA*
## *PERMIT AND RESOURCE MANAGEMENT DEPARTMENT*

2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103


**DATE:** June 25, 2013 at 2:10 p.m.

**TO:** Board of Supervisors

**FROM:** Sigrid Swedenborg, Project Planner

**SUBJECT:** Hearing to consider a General Plan Amendment, Zone Change and Use Permit; Application No., PLP12-0039; William Hinkle; Supervisorial District No. 4.

**Action Requested of the Board of Supervisors:**

Adopt a Negative Declaration and approve a General Plan Amendment, Zone Change and Use Permit.

**Prior Actions:**

On April 18, 2013, the Planning Commission, with a 5-0 vote, recommended that the Board of Supervisors approve the request by William Hinkle for the General Plan Amendment, Zone Change and Use Permit.

**Location, Zoning and Project Description:**

The project site is located at 40 Highway 128, in downtown Geyserville. The 3,840 square foot parcel fronts directly on Highway 128, just east of the Highway 128/Geyserville Avenue intersection. The one-story commercial building is 2,440 square feet in size with a 860 square foot rear yard. The building was constructed in 1948 and is built to the side property lines. The rear yard can only be accessed through the building; there are no rights to access the yard by the adjoining driveway. There is no on-site parking. The building does not have a kitchen; it has always been used as a commercial structure. The site is served by public water and sewer.

The applicant has requested a General Plan Amendment from the Urban Residential, 6 units per acre density to the Limited Commercial land use designation; a corresponding Zone Change from the R2 (Medium Density Residential) B6-6 units per acre density, SR (Scenic Resources) to the LC (Limited Commercial), SR Zoning District and a Use Permit for a market which includes the sales of takeout food and alcohol.

**ISSUES DISCUSSED AT THE PLANNING COMMISSION PUBLIC HEARING**

**Issue #1:** Hours of Operation

The applicant requested that the market be allowed to stay open until 9 p.m., instead of 6:30 p.m. as requested in the application. The Planning Commission discussed the request and determined that it would be appropriate to allow for extended hours, but wanted to make sure that neighbors were notified of the change. The public notice for the June 25, 2013 Board of Supervisors review for this project included the extended hours of operation.

**Issue #2:** Events

The Planning Commission requested a clarification on the proposed events. The applicant stated that he was planning on having discussion sessions about organic food and sustainable wine making, which would involve local organic winemaker talks, shared tastings, artisans, presentations, etc. The Commission determined that this would be appropriate, but added a condition that amplified music not be permitted outside.

**List of Attachments:**

EXHIBIT A: Draft Board of Supervisors Resolution and Conditions of Approval
EXHIBIT B: Draft General Plan Amendment Map
EXHIBIT C: Draft Ordinance and Sectional District Map
EXHIBIT D: Planning Commission Resolution No. 13-007
EXHIBIT E: Planning Commission Minutes dated April 18, 2013
EXHIBIT F: Planning Commission Staff Report dated April 18, 2013
EXHIBIT G: Negative Declaration

**SONOMA COUUNTY BOARD OF SUPERVISORS**
**Conditions of Approval**

**Exhibit A**

| | | | |
|---|---|---|---|
| **Date:** | June 25, 2013 | **File No.:** | PLP12-0039 |
| **Applicant:** | William Hinkle | **APN:** | 140-100-007 |
| **Address:** | 40 Highway 128, Geyserville | | |

**Project Description:** Request for a Use Permit for a market including sales of takeout food and alcohol in an existing 2,440 square foot building on a 3,840 square foot parcel.

---

**Prior to commencing the use, evidence must be submitted to the file that all of the following non-operational conditions have been met.**

1. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of $50.00 (or latest fee in effect at time of payment) for County Clerk processing, and $2,156.25 (or latest fee in effect at time of payment) because a Negative Declaration was prepared, for a total of $2,206.25 made payable to Sonoma County Clerk and submitted to PRMD. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.

**BUILDING:**

"The conditions below have been satisfied BY _____ DATE _____

2. The applicant shall apply for and obtain building related permits from the Permit and Resource Management Department (PRMD). The necessary applications appear to be, but may not be limited to, site review, building permit, and grading permit.

3. Prior to initiation of the approved use, the project shall comply with the accessibility requirements set forth in the most recent California Building Code (CBC), as determined by the PRMD Building Division. Such accessibility requirements shall apply to all new construction and remodeling and, where required by the CBC, to retrofitting of the existing structure.

**HEALTH:**

"The conditions below have been satisfied BY _____ DATE _____

PRIOR TO BUILDING PERMIT AND VESTING THE USE PERMIT:

Water:

4. Connection shall continue to be made to public sewer and water. Prior to building permit issuance and vesting the Use Permit the applicant shall submit all paperwork required for a commercial sewer connection to the PRMD Sanitation Section.

OPERATIONAL REQUIREMENTS:

Water:

5. A safe, potable water supply shall be provided and maintained.

Consumer Protection:

6. Obtain and maintain all required Food Facility Permits from the Sonoma County Environmental

Health.

Noise:

7. Noise shall be controlled in accordance with Table NE-2 as measured at the exterior property line of any affected residential or sensitive land use:

TABLE NE-2: Maximum Allowable Exterior Noise Exposures

| Hourly Noise Metric[1], dBA | Daytime (7 a.m. to 10 p.m.) | Nighttime (10 p.m. to 7 a.m.) |
|---|---|---|
| L50 (30 minutes in any hour) | 50 | 45 |
| L25 (15 minutes in any hour) | 55 | 50 |
| L08 (4 minutes and 48 seconds in any hour) | 60 | 55 |
| L02 (72 seconds in any hour) | 65 | 60 |
| | | |

[1] The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L02 is the sound level exceeded 72 seconds in any hour.

8. If noise complaints are received from nearby residents, and they appear to be valid complaints in PRMD's opinion, then the applicant shall conduct a Noise Study to determine if the current operations meet noise standards and identify any additional noise Mitigation Measures if necessary. A copy of the Noise Study shall be submitted to the Project Review Health Specialist within sixty days of notification from PRMD that a noise complaint has been received. The owner/operator shall implement any additional Mitigation Measures needed to meet noise standards.

Solid Waste:

9. All garbage and refuse on this site shall accumulate or be stored in non-absorbent, water-tight, vector resistant, durable, easily cleanable, galvanized metal or heavy plastic containers with tight fitting lids. No refuse container shall be filled beyond the capacity to completely close the lid. Garbage and refuse on this site shall accumulate or be stored for no more than seven calendar days, and shall be properly disposed of at a County Transfer Station or County Landfill before the end of the seventh day. Please note that the Local Enforcement Agency (at Environmental Health) bills at an hourly rate for enforcement of violations of the solid waste requirements.

   At least twice a week, the operator of the establishment shall remove trash, litter, and debris from the sidewalks adjoining the premises plus 10 feet beyond property. The operator of the establishment shall remove all graffiti from the premises within 72 hours of its application. Trash can only be disposed in exterior dumpsters between the hours of 8:00 a.m. and 8:00 p.m.

Smoking:

10. Smoking is prohibited in any dining area, service area (including entry lines or ticket purchase lines) and in any enclosed area that is a place of employment (Sonoma County Code 32-6). "No Smoking" signs shall be conspicuously posted at the point of entry into every building where smoking is prohibited by Chapter 32 of the Sonoma County Code. The California Health and Safety Code (section 113978) also requires the posting of "No Smoking" signs in all food preparation areas, all retail food storage areas, and all food utensil washing areas.

**PLANNING:**

"The conditions below have been satisfied BY _____ DATE _____

11. This Use Permit is for a 2,440 square foot market with take-out food and wine and beer sales. The permitted hours of operation are 7:00 a.m. to 9:00 p.m., Monday-Sunday with 4 employees. Dining is permitted on the outside patio and in the market. No amplified music or playing of musical instruments is permitted outside. The use shall be operated in accordance with the proposal statement and site plan located in File No. PLP12-0039 as modified by these conditions.

12. At the time of submitting a building permit application, the applicant shall submit to PRMD a Condition Compliance Review fee deposit (amount to be determined consistent with the ordinance in effect at the time). In addition, the applicant shall be responsible for payment of any additional compliance review fees that exceed the initial deposit (based upon hours of staff time worked) prior to final inspection being granted.

13. The applicant shall pay all applicable development fees prior to issuance of building permits.

14. Development on this parcel is subject to the Sonoma County Fire Safe Standards and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building sites), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District.

15. This "At Cost" entitlement is not vested until all permit processing costs are paid in full. Additionally, no grading or building permits shall be issued until all permit processing costs are paid in full.

16. All exterior modifications, including but not limited to outside lighting and signs shall require final design review by PRMD prior to issuance of building permits. Signage shall include use of individual lettering. Exterior lighting shall be low mounted, downward casting and fully shielded to prevent glare. Lighting shall not wash out structures or any portions of the site. Light fixtures shall not be located at the periphery of the property and shall not spill over onto adjacent properties or into the night sky. Flood lights are not permitted. Lighting shall shut of automatically after closing and security lighting shall be motion sensor activated.

17. Within 90 days from issuance of a Certificate of Occupancy, all owners, managers, and employees selling alcoholic beverages at the establishment shall complete a certified training program in responsible methods and skills for selling alcoholic beverages. The certified program shall meet the standards of the California Department of Alcoholic Beverage Control or other certifying/licensing body, which the State may designate. New owners, managers, and employees shall complete the training course within 30 days of the date or ownership or employment and every third year thereafter. Records of successful completion for each owner, manager, and employee shall be maintained on the premises and presented upon request by a representative of the County.

18. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved permit. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from PRMD,

and shall not affect the original permit approval date or the term for expiration of the permit.

The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

19. This permit shall be subject to revocation or modification by the Board of Zoning Adjustments if: (a) the Board finds that there has been noncompliance with any of the conditions or (b) the Board finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

In any case where a Use Permit has not been used within two (2) year after the date of the granting thereof, or for such additional period as may be specified in the permit, such permit shall become automatically void and of no further effect, provided however, that upon written request by the applicant prior to the expiration of the two year period the permit approval may be extended for not more than one (1) year by the authority which granted the original permit pursuant to Section 26-92-130 of the Sonoma County Code.

# County of Sonoma
State of California

Item Number:

Date: June 25, 2013 Resolution Number:

PLP12-0039 Sigrid Swedenborg

☐ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, adopting a Negative Declaration and approving: 1) a General Plan Amendment from the Urban Residential 6 units per acre density to the Limited Commercial Land Use Designation; 2) a corresponding Zone Change from the R2 (Medium Density Residential) B6-6 units per acre density, SR (Scenic Resources) to the LC (Limited Commercial), SR Zoning District to allow for 3) a Use Permit for a market including sales of takeout food and alcohol in an existing building as requested by William Hinkle. Located at 40 Highway 128, Geyserville; APN 140-100-007 (PLP12-0039).**

**RESOLVED,** that the Board of Supervisors of the County of Sonoma ("the Board") hereby finds and determines as follows

**Whereas,** William Hinkle (the "Applicant") filed an application with the Sonoma County Permit and Resource Management Department for a General Plan Amendment for a General Plan Amendment from the Urban Residential, 6 units per acre density to the Limited Commercial land use designation; a corresponding Zone Change from the R2 (Medium Density Residential), B6-6 units per acre density, SR (Scenic Resources) to the LC (Limited Commercial), SR Zoning District and a Use Permit for a market which includes the sales of takeout food and alcohol in an existing building located at 40 Highway 128, Geyserville; APN 140-100-007; Supervisorial District No. 4 (the "Proposed Project"); and

**Whereas,** a Negative Declaration was prepared and posted for the proposed project in accordance with the appropriate law and guidelines; and

**Whereas,** the Planning Commission in accordance with the provisions of law, conducted a public hearing on the Negative Declaration and the Proposed Project on April 18, 2013, with a 5-0 vote, recommended that the Board approve the Proposed Project; and

**Whereas,** the Planning Commission recommendation on the Proposed Project has been reviewed and considered by the Board; and

**Whereas,** in accordance with the provisions of law, the Board held a public hearing on June 25, 2013, at which time all interested persons were given an opportunity to be heard on the Proposed Project; and

**Whereas,** the Proposed Project is the second item for amendment of the General Plan Land Use Element for 2013; and

**Whereas,** the second land use amendment of the General Plan Land Use Element for 2013, does not significantly alter the goals, objectives and policies of the General Plan and the change is in harmony with the rest of the General Plan; and

**Whereas,** the Board makes the following findings with respect to the Proposed Projects Negative Declaration:

1. The Negative Declaration was prepared, noticed, and circulated for public and agency review in accordance with all procedural and substantive requirements of CEQA and the State CEQA Guidelines.

2. The Negative Declaration identifies and evaluates all of the potential environmental effects of the Proposed Project, and, therefore, constitutes an adequate, accurate, objective, and complete Negative Declaration for the purposes of approving the Proposed Project, and represents a good faith effort to achieve completeness and full environmental disclosure for the Proposed Project. The Board certifies that it has reviewed and considered the Negative Declaration, together with all comments received during the public review process, prior to reaching its decision on the Proposed Project.

3. Based on the record of these proceedings, the Board finds that there is no substantial evidence before it that the Proposed Project will have a significant effect on the environment and that the Negative Declaration reflects the independent judgment and analysis of the Board.

**Whereas**, the Board makes the following findings concerning the Proposed Project:

1. It is appropriate to amend the General Plan from Urban Residential to Limited Commercial because the required General Plan land use criteria are met as follows; the project fronts on State Highway128; it is in an unincorporated community served by public sewer and water; and the project will not change the scale and character of Geyserville.

2. The project is consistent with General Plan Policy LU-13a in that; the proposed use as a market in an existing commercial building would not change the scale and character of Geyserville. A market would serve both locals and visitors. No major changes are proposed to the existing structure. This land use designation and zoning will permit a number of economically viable uses of the building and thus help to ensure it is maintained as an important architectural feature within Geyserville.

3. The loss of this residentially zoned lot will not impact the inventory of affordable housing sites because the lot is too small to develop. The Geyserville Area has an adequate inventory of potential sites to meet projected demand.

4. The LC (Limited Commercial) zoning is appropriate for the site because it has historically been a commercial use. The proposed market with take-out food and beer and wine sales meets the purpose of the LC zoning district because it provides retail sales and services necessary for the daily self-sufficiency of the area.

5. It is appropriate to allow for the use without any on-site parking because adequate parking is available in the area through public parking lots and on street parking.

6. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The project will not cause a significant impact with adjacent residential uses because there will be no amplified sound and the site has been used for commercial uses for at least 60 years. The particular circumstances in this case are: there is adequate parking in the area, including on the street and in public parking lots.

**Now, Therefore**, based on the foregoing findings and determinations and the record of these proceedings, the Board declares and orders as follows:

1. The foregoing findings and determinations are true and correct, are supported by substantial evidence in the record, and are adopted as hereinabove set forth.

2. The Negative Declaration is adopted. PRMD is directed to file a Notice of Determination in accordance with CEQA and the State CEQA Guidelines.

3. The Proposed Project is approved consistent with Exhibit A and further described as follows:

    a. The General Plan Amendment is approved as part of the second amendment of the General Plan Land Use Element for 2013.

    b. The General Plan Land Use Amendment is approved to amend the land use designation on APN 140-100-007 from the Urban Residential 6 units per acre density to the Limited Commercial Land Use Designation.

    c. The Zone Change on APN 140-100-007 from the R2 (Medium Density Residential) B6-6 units per acre density, SR (Scenic Resources) to the LC (Limited Commercial), SR Zoning District.

    d. A Use Permit for a market including sales of takeout food and alcohol in an existing building.

**Be It Further Resolved** that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

**Supervisors:**

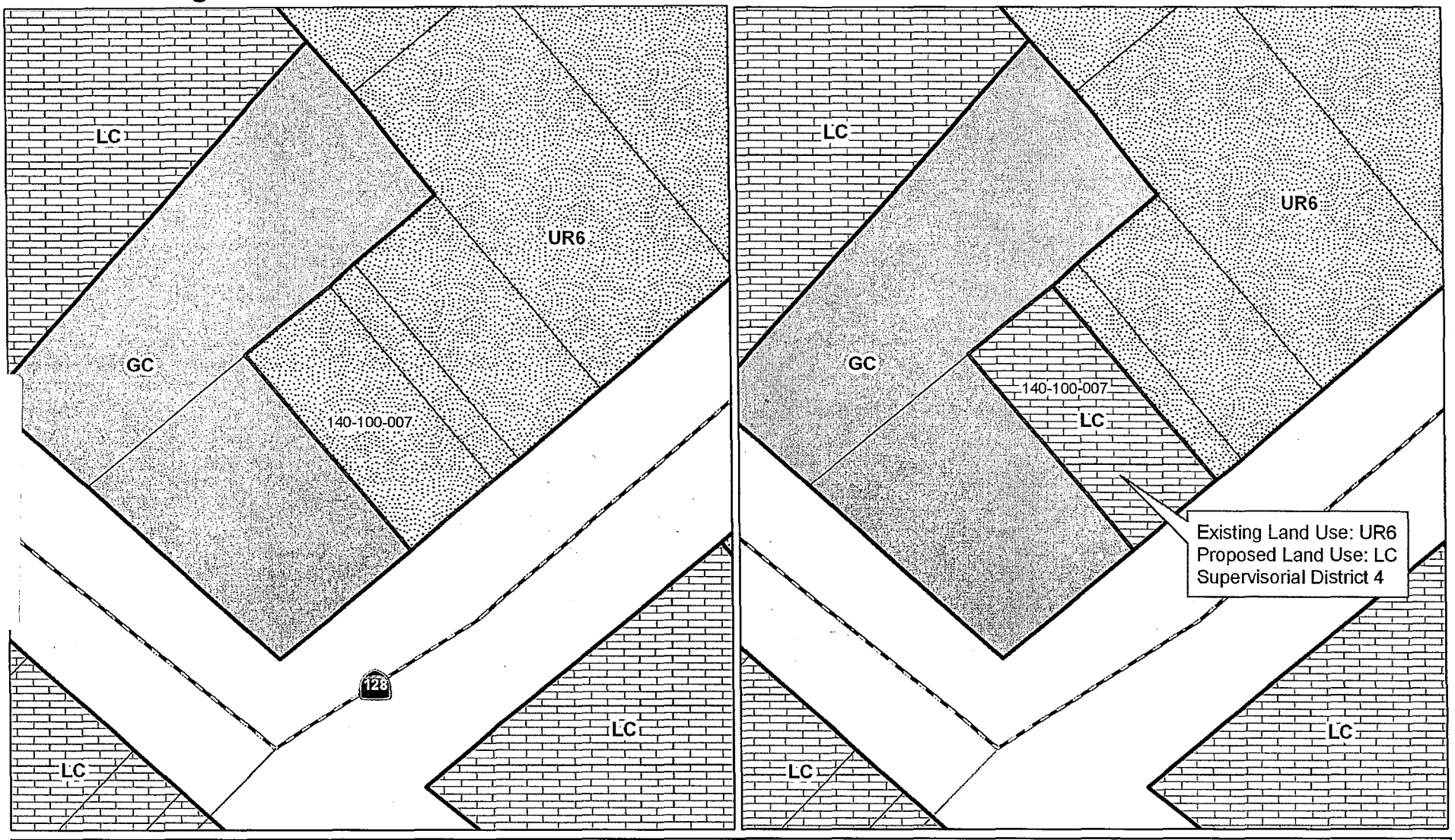
| Gorin: | Zane: | McGuire: | Carrillo: | Rabbitt: |
|---|---|---|---|---|
| Ayes: | Noes: | Absent: | Abstain: | |

**So Ordered.**

# Existing General Plan Land Use

# Proposed General Plan Land Use

EXHIBIT B




**General Plan Land Use**

- Diverse Agriculture
- Land Extensive Agriculture
- Land Intensive Agriculture
- Resource and Rural Development
- Rural Residential
- Urban Residential
- Recreation / Visitor-Serving Commercial
- General Commercial
- Limited Commercial
- Limited Commercial Traffic Sensitive
- General Industrial
- Limited Industrial
- Public / Quasi Public
- Planning Area Policy
- AH Affordable Housing

**Base Map Data**

- Subject Property
- Coastal Commission Boundary
- Urban Service Areas
- Highways
- Intermittent Stream
- Perennial Stream

Numbers on Map Indicate Maximum Density in Acres/Unit, except Urban Residential Where Numbers Indicate Units/Acre

N

0 25 50 Feet

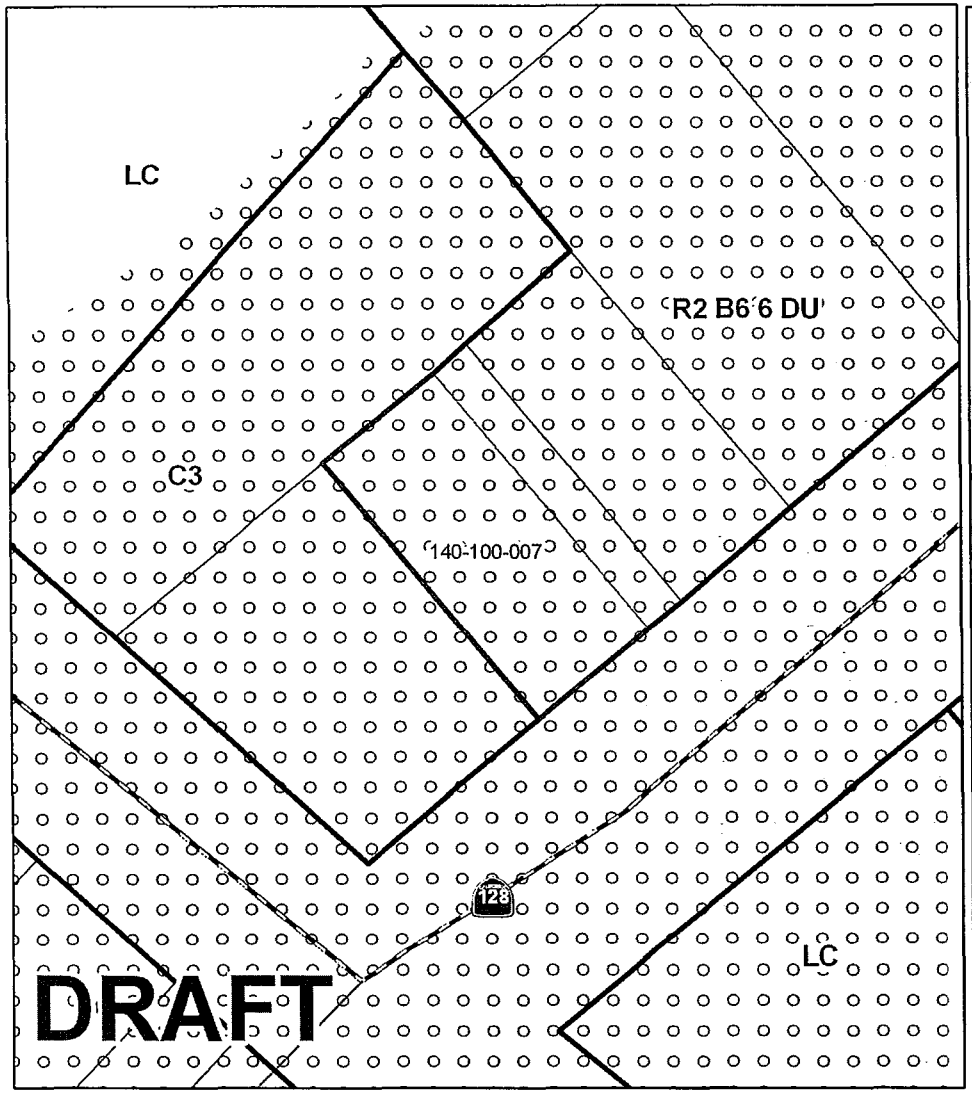
1 inch = 50 feet

FILE: PLP 12-0039
AP #: 140-100-007
Resolution No.

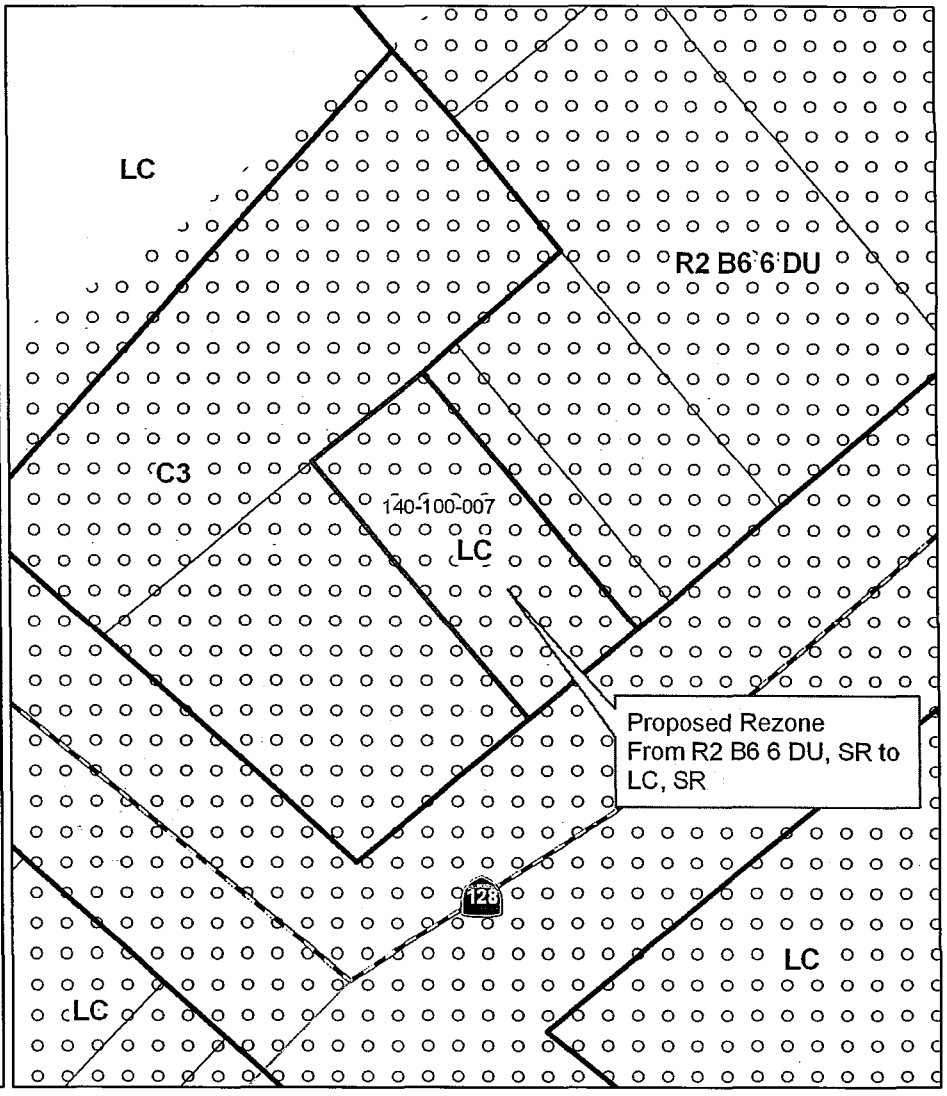

Permit and Resource Management Department
Project Review Section
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1965 Fax (707) 565-1103


Author: PRMD Cartography: D. Reinier File No: S:\GIS-DATA\PRMD_BASE\PRMD Department Projects\Comprhensive Planning\Land Use\Land Use Amendments Proposed\PLP12-0039.mxd Date: 03/18/2013

# Existing Zoning




# Proposed Zoning




Base Map Data

- Proposed Rezone
- Basezoning by Area
- Highways
- Intermittent Stream
- Perennial Stream

Zoning Combining Districts

- LU Policy
- AH Affordable Housing
- HD Historic District
- BR Biotic Resource
- SD Scenic Design
- SR Scenic Resource
- VOH Valley Oak Habitat
- MR Mineral Resource
- G Geologic Hazard
- F2 Floodplain
- F1 Floodway

N

0 25 50 Feet

1 inch = 50 feet

FILE: PLP 12-0039
AP #: 140-100-007
Ordinance No.
Sectional District Map No.

Permit and Resource Management Department
Project Review Section
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1965 Fax (707) 565-1103

Author: PRMD Cartography: D. Reinier File No: S:\GIS-DATA\PRMD_BASE\PRMD Department Projects\Project Review\Ordinance Mosaic\ORDNC\By File No\plp12-0039.mxd Date: 03/18/2013

# ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING DATABASE OF THE COUNTY OF SONOMA, ADOPTED BY REFERENCE BY SECTION 26-02-110 OF THE SONOMA COUNTY CODE, BY RECLASSIFYING CERTAIN REAL PROPERTY FROM THE R2 (MEDIUM DENSITY RESIDENTIAL), 6 UNITS PER ACRE, SCENIC RESOURCES DISTRICT TO THE LC (LIMITED COMMERCIAL) SCENIC RESOURCES DISTRICT ON A 3,840 SQUARE FOOT PARCEL LOCATED AT 40 HIGHWAY 128, GEYSERVILLE APN 140-100-007.

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I: The Official Zoning Database (OZD) of the County, adopted by reference by Section 26-02-110 of the Sonoma County Code, is amended by reclassifying the following real property from the R2 (Medium Density Residential), B6-6 units per acre density, SR (Scenic Resources) District to the LC (Limited Commercial), SR District on a 3,840 square foot parcel located 65 feet east of the intersection of Highway 128 and Geyserville Avenue, also known as 40 Highway 128, APN 140-100-007. File No. PLP12-0039. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No. (Map No.).

SECTION II: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION III: This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted this 25th day of June, 2013, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: McGuire: Carrillo: Zane: Rabbitt:

Ayes: Noes: Absent: Abstain:

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED

_____
Chair, Board of Supervisors
County of Sonoma

ATTEST:

_____
Veronica A. Ferguson
Clerk of the Board of Supervisors

Resolution Number 13-007

County of Sonoma
Santa Rosa, California

April 18, 2013
PLP12-0039 Sigrid Swedenborg

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS ADOPT THE NEGATIVE DECLARATION AND APPROVE THE GENERAL PLAN AMENDMENT, ZONE CHANGE AND USE PERMIT TO WILLIAM HINKLE, FOR PROPERTY LOCATED AT 40 HIGHWAY 128, GEYSERVILLE; APN 140-100-007.

WHEREAS, the applicant, William Hinkle, filed a application with the Sonoma County Permit and Resource Management Department for 1) a General Plan Amendment from the Urban Residential 6 units per acre density to the Limited Commercial Land Use Designation; 2) a corresponding Zone Change from the R2 (Medium Density Residential) B6-6 units per acre density, SR (Scenic Resources) to the LC (Limited Commercial), SR Zoning District to allow for 3) a Use Permit for a market including sales of takeout food and alcohol in an existing building on a 3,840 square foot parcel located at 40 Highway 128, Geyserville; APN 140-100-007; Zoned R2 (Medium Density Residential), B6-6 units per acre density, SR (Scenic Resource); Supervisorial District No 4; and

WHEREAS, a Negative Declaration was prepared and posted for the proposed project in accordance with the appropriate law and guidelines; and

WHEREAS, in accordance with applicable provisions of law, the Planning Commission held a public hearing on April 18, 2013 at which time all relevant testimony and evidence presented orally or in writing regarding the Project was heard and received. All interested persons were given an opportunity to hear and be heard regarding the Project; and

WHEREAS, the Planning Commission has had an opportunity to review this Resolution and finds that it accurately sets forth the intentions of the Board regarding the Project.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission makes the following findings:

1. It is appropriate to amend the General Plan from Urban Residential to Limited Commercial because the required General Plan land use criteria are met as follows; the project fronts on State Highway128; it is in an unincorporated community served by public sewer and water; and the project will not change the scale and character of Geyserville.

2. The project is consistent with General Plan Policy LU-13a in that; the proposed use as a market in an existing commercial building would not change the scale and character of Geyserville. A market would serve both locals and visitors. No major changes are proposed to the existing structure. This land use designation and zoning will permit a number of economically viable uses of the building and thus help to ensure it is

maintained as an important architectural feature within Geyserville.

3. The loss of this residentially zoned lot will not impact the inventory of affordable housing sites because the lot is too small to develop. The Geyserville Area has an adequate inventory of potential sites to meet projected demand.

4. The LC (Limited Commercial) zoning is appropriate for the site because it has historically been a commercial use. The proposed market with take-out food and beer and wine sales meets the purpose of the LC zoning district because it provides retail sales and services necessary for the daily self-sufficiency of the area.

5. It is appropriate to allow for the use without any on-site parking because adequate parking is available in the area through public parking lots and on street parking.

6. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The project will not cause a significant impact with adjacent residential uses because there will be no amplified sound and the site has been used for commercial uses for at least 60 years. The particular circumstances in this case are: there is adequate parking in the area, including on the street and in public parking lots.

7. Based upon the information contained in the Initial Study included in the project file, it has been determined that there will be no significant environmental effect resulting from this project. The Negative Declaration has been completed in compliance with CEQA State and County guidelines, and the information contained therein has been reviewed and considered.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner Liles, who moved its adoption, seconded by Commissioner Davis, and adopted on roll call by the following vote:

| | | |
|---|---|---|
| Commissioner | Fogg | Aye |
| Commissioner | Montoya | Aye |
| Commissioner | Cook | Aye |
| Commissioner | Liles | Aye |
| Commissioner | Davis | Aye |

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

*Sonoma County Combined Planning Commission*
*and Board of Zoning Adjustments*

# *MINUTES*

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: April 18, 2013
Meeting No.: 13-004

**ROLL CALL**

**Commissioners**
Dick Fogg
Shawn Montoya
Paula Cook
Pam Davis
Jason Liles, Chair

**Staff Members**
Jennifer Barrett
Sigrid Swedenborg
Melinda Grosch
Sue Dahl
David Hurst, Chief Deputy County Counsel

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**1:00 PM** **Call to order and pledge of allegiance.**

**Minutes Approved** - December 6, 2012 Planning Commission

**Correspondence**

**Planning Commission / Board of Supervisors Actions**

**Commissioner Announcements/Disclosures**

**Public Appearances**

**Items scheduled on the agenda**

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## PLANNING COMMISSION REGULAR CALENDAR

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| | | | |
|---|---|---|---|
| Item No.1 Time: | 1:05 p.m. | File: | PLP12-0039 |
| Applicant: | William Hinkle | Staff: | Sigrid Swedenborg |
| Env. Doc: | Negative Declaration | | |
| Proposal: | Request for 1) a General Plan Amendment from the Urban Residential 6 units per acre density to the Limited Commercial Land Use Designation; 2) a corresponding Zone Change from the R2 (Medium Density Residential) B6-6 units per acre density, SR (Scenic Resources) to the LC (Limited Commercial), SR Zoning District to allow for 3) a Use Permit for a market including sales of takeout food and alcohol in an existing building on a 3,840 square foot parcel. | | |
| Location: | 40 Highway 128, Geyserville | | |
| APN: | 140-100-007 | Supervisorial District: | 4 |
| Zoning: | R2 (Medium Density Residential) B6 – 6 units per acre, SR (Scenic Resources) | | |

**Sigrid Swedenborg** summarized the staff report, which is incorporated herein by reference.

**Public Hearing Opened:** 1:20 p.m.

**Speakers: Andy Gustavson,** representing the applicant, asked to modify the project description to expand hours of operation to 9:00 p.m., consistent with surrounding businesses.

**William Hinkle, applicant,** thanked staff Swedenborg. He purchased the old Post Office building and hopes to put in a deli and offer fresh food for sale. Mr. Hinkle said the project will improve the community. He has also been involved in the corner park improvement, which is located right next to the project site.

**Commissioner Liles** asked what events were being considered, to which Mr. Hinkle responded he hopes to have discussion sessions about organic food and sustainable wine making, which would involve local organic winemaker talks, shared tastings, artisans, presentations, etc.

**Commissioner Cook** asked if the changes were proposed to the exterior. Mr. Hinkle answered that he may add new awnings or paint, but there are no proposed modifications to the structure itself.

**Commissioner Liles** expressed concern that the change of hours had not been asked for earlier in the process, but felt that the request was appropriate for the location.

**Public Hearing Closed:** 1:30 p.m.

**Changes to Draft Conditions:**

**Condition 11** – Modified to change closing hours to 9:00 p.m. and state that amplified music shall not be permitted outside.

Action: **Commissioner Liles** moved to recommend approval to the Board of Supervisors with modified conditions. Seconded by **Commissioner Davis** and passed with a 5-0 vote.
Appeal Deadline: n/a
Resolution No.: 13-007

Fogg: Aye Montoya: Aye Cook: Aye Liles: Aye Davis: Aye
Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

Minutes adopted May 16, 2013

# *Sonoma County Planning Commission*
# *STAFF REPORT*

**Sonoma County Permit and Resource Management Department**
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

**FILE:** PLP12-0039
**DATE:** April 18, 2013
**TIME:** 1:05 p.m.
**STAFF:** Sigrid Swedenborg

**A hearing with the Board of Supervisors will be scheduled and noticed after a decision by the Planning Commission is made.**

## SUMMARY

| | |
|---|---|
| **Owner:** | William Hinkle |
| **Location:** | 40 Highway 128, Geyserville<br>APN: 140-100-007 Supervisorial District No.: 4 |
| **Subject:** | General Plan Amendment, Zone Change and Use Permit |
| **PROPOSAL:** | Request for 1) a General Plan Amendment from the Urban Residential 6 units per acre density to the Limited Commercial Land Use Designation; 2) a corresponding Zone Change from the R2 (Medium Density Residential) B6-6 units per acre density, SR (Scenic Resources) to the LC (Limited Commercial), SR Zoning District to allow for 3) a Use Permit for a market including sales of takeout food and alcohol in an existing building on a 3,840 square foot parcel. |
| **Environmental Determination:** | Negative Declaration |
| **General Plan:** | Urban Residential, 6 units per acre |
| **Zoning:** | R2 (Medium Density Residential) B6 6 units per acre, SR (Scenic Resources) |
| **Application Complete for Processing:** | January 15, 2013 |
| **RECOMMENDATION:** | Approve the request |

## ANALYSIS

**Background:**

In 1948 the subject site was developed with a building used as an auto shop. After that use ceased, it was used for storage. In 1955 the United States Post Office leased the building for use as the Geyserville

Post Office. In 2008, the Post Office moved to a larger facility in Geyserville. The building has been vacant since the Post Office relocated.

**Project Description:**

This project is a request for a General Plan Amendment from the Urban Residential, 6 units per acre density to the Limited Commercial land use designation; a corresponding Zone Change from the R2 (Medium Density Residential) B6-6 units per acre density, SR (Scenic Resources) to the LC (Limited Commercial), SR Zoning District and a Use Permit for a market which includes the sales of takeout food and alcohol in an existing building on a 3,840 square foot parcel.

The General Plan Amendment and Zone Change are necessary to allow for a commercial use on the site. The proposed store would be open to the public between 7:00 a.m. to 6:30 p.m. The store would sell art, photos, books, and crafts as well as feature local food products including a selection of fresh fruits, vegetables and flowers grown on the applicant's nearby farm. A delicatessen counter is proposed where food can be purchased "to go" or eaten at tables set up in the store or in the rear yard patio. The store would also sell beer and wine for on- and off-site consumption. The applicant states that the store would attract between 25-75 customers a day, each spending 5-20 minutes in the store. Customers would park on the street, like the former post office patrons, and at nearby public parking lots located across the street and north of the site on Highway 128 (Geyserville Avenue). No exterior modifications are proposed, other than painting the building. A sign would be placed on the building and must meet County Sign Ordinance requirements, through the Design Review process.

**Site Characteristics:**

The 3,840 square foot parcel fronts directly on Highway 128, just east of the Highway 128/Geyserville Avenue intersection. The one-story commercial building is 2,440 square feet in size with a 860 square foot rear yard. The building was constructed in 1948 and is built to the side property lines. The rear yard can only be accessed through the building; there are no rights to access the yard by the adjoining driveway. There is no on-site parking. The building does not have a kitchen; it has always been used as a commercial structure. The site is served by public water and sewer.

**Surrounding Land Use and Zoning:**

The majority of downtown Geyserville is zoned LC (Limited Commercial). The subject site is located between parcels zoned C3 (General Commercial) and parcels zoned R2 (Medium Density Residential). The parcel zoned C3 directly west of the site was developed with a gas station and has sat vacant for many years. It has recently been landscaped for use as a small park and to improve the visual entrance to the town of Geyserville. The parcel zoned C3 north of the site is used by for wood work including cabinet making. Parcels to the east of the site are zoned R2, multi-family residential, as is the subject site. Parcels south of the site, across Highway 128 are zoned LC.

## DISCUSSION OF ISSUES

**Issue #1:** General Plan Consistency

In order to amend the Urban Residential land use designation to Limited Commercial, the following criteria must be met:

*(1) Lands shall be located on or have convenient access to an arterial or collector highway,*

Response: The site is on State Highway 128.

*(2) The amount of land designated for limited commercial shall be consistent with population growth projected for the local market area. Only very limited amounts of land are intended for this use outside Urban Service Areas,*

Response: The property is located within the Geyserville Urban Service Area and is already developed with a structure that was formerly occupied by the US Postal Service. The "Limited Commercial" land use amendment and zone change would allow the property to continue to support retail and service uses that serve the community and visitors.

*(3) Within the unincorporated communities shown on Figure PF-1 of the Public Facilities and Services Element, lands shall be close to other commercial uses or to local population concentration,*

Response: The property is located in Geyserville's central commercial area and is served by the Geyserville utility district.

*(4) Outside of the above unincorporated communities, clusters of limited commercial uses shall not be permitted,*

Response: The site is located in the unincorporated community of Geyserville.

(5) *Lands shall not be located in Scenic Corridors, except within the above unincorporated communities,*

Response: Although the site is located on the Highway 128 Scenic Corridor, it is within the unincorporated community of Geyserville.

*(6) In rural areas, lands may be limited to a single parcel and be restricted to that level which can be served by an individual well and septic system,*

Response: The site is served by public water and sewer.

*(7) Any applicable Land Use Policies for the Planning Area.*

Response: Policy LU-13a includes criteria for approving discretionary projects in "Limited Commercial" zoning districts within the Geyserville Urban Service Area. The proposed General Plan Amendment and Zone Change would permit a variety of "Limited Commercial" uses including the project, with a use permit, provided these uses fulfill the following criteria.

*(1) The use is in keeping with the scale and character of the community.*
*(2) The proposed use specifically serves local area needs or the needs of visitors and tourism.*
*(3) The design of any structure is compatible with the historic architecture of the community.*

Response: The proposed use as a market in an existing commercial building would not change the scale and character of Geyserville. A market would serve both locals and visitors. No major changes are proposed to the existing structure. This land use designation and zoning will permit a number of economically viable uses of the building and thus help to ensure it is maintained as an important architectural feature within Geyserville.

The criteria in the General Plan for an amendment to the Limited Commercial designation are met. There is a public benefit in creating more commercial uses in Geyserville to help with its economic growth. At one time Geyserville had 9 gas stations, a public library, a bank, 2 barbershops and other commercial uses that have all ceased.

General Plan Housing Element:

An inventory of lands suitable for affordable housing development was done with the adoption of the Housing Element of the General Plan. The Housing Element sets forth how the County will address the need for housing, especially by low and moderate income families and special needs families and individuals. Sites that have urban services available, are located within 1/2 mile to goods, services and transit; and are consistent with the land use policies of the General Plan were placed on the inventory.

The Geyserville Urban Service Area has 46 base units and 117 potential units. In order to be counted in the inventory, a site would have to be able to support at least 4 units. The subject site, at 3,840 square feet, was considered too small ~~and the parcel is not part of the~~ inventory of available sites. ~~for affordable housing.~~ to be included in

**Issue #2:** Zoning

Zoning must be consistent with the General Plan. The purpose of the LC (Limited Commercial) zoning district is to provide for areas for retail sales and services necessary for the daily self-sufficiency of urban and rural areas in keeping with their character. The LC zoning district allows several "permitted uses" for neighborhood retail businesses which supply household commodities on the premises such as groceries, meats, dairy products, baked goods or other foods, drugs, notions or hardware stores. A Use Permit is required for restaurants serving alcohol, takeout food, bars, and cocktail lounges. The applicant's request includes the sale of beer and wine, as well as a delicatessen for take-out food so the project includes a Use Permit.

Since the use to the north of the site is wood working, which can be loud at times, and zoned C3 (General Commercial) which allows for wholesale and heavy commercial uses and services, it would be more compatible to have this site designated commercial, instead of residential. The site has had a commercial use for at least 60 years. The site is also directly adjacent to a parcel developed with a single family residence and zoned residential. The Post Office was in operation for 53 years, and used commercially prior to that, with people coming and going at all times of the day year round. The project will not cause a significant impact with adjacent residential uses because there will be no amplified sound and the site has been used for commercial uses for at least 60 years. The hours of operation are limited to daytime hours. Allowing for a commercial designation of the site would not be detrimental to the neighborhood.

**Issue #3:** Parking

The project would ordinarily require 10 on-site parking spaces, one for every 200 feet of retail area. In this case, there is no space available for on-site parking. The former Post Office use had similar short term parking demand which relied on nearby street parking throughout the day. The applicant has stated that a survey of existing street parking shows that there are about 50 spaces on Highway 128 and Geyserville Avenue within 300 feet of the site. There are four to five parking spaces in the limited parking (green) zone in front of the building. Another 32 spaces are located in the public parking lot located about block north on Highway 128 and 15 more spaces in the Geyserville Park and Ride lot to the east of the site. A large percentage of these spaces would be continuously changing over as customers come and go from the store and surrounding businesses throughout the day. Other commercial uses in the vicinity have no on-site parking and rely on on-street parking and use of the public parking lots.

The Sonoma County Zoning Ordinance, Section 26-86-010 - Required Parking - allows for a reduction in parking standards when it has been satisfactorily demonstrated to the Planning Director or applicable decision-making body that fewer spaces will adequately serve the specific use. Customers to the site will come and go; the applicant has stated that the average time period would be about 20 minutes. There are adequate parking spaces in the area to serve the use. Without an allowance to deviate from parking requirements, no use would be allowed in the building. Residential parking requirements could not even be met.

## STAFF RECOMMENDATION

Adopt the Negative Declaration and approve the request for the General Plan Amendment from the Urban Residential 6 units per acre density to the Limited Commercial Land Use Designation with a corresponding Zone Change from the R2 (Medium Density Residential) B6-6 units per acre density, SR (Scenic Resources) to the LC (Limited Commercial), SR Zoning District and approve the request for a Use Permit for a market including sales of takeout food and alcohol in an existing building.

## FINDINGS FOR RECOMMENDED ACTION

1. It is appropriate to amend the General Plan from Urban Residential to Limited Commercial because the required General Plan land use criteria are met as follows; the project fronts on State Highway128; it is in an unincorporated community served by public sewer and water; and the project will not change the scale and character of Geyserville.

2. The project is consistent with General Plan Policy LU-13a in that; the proposed use as a market in an existing commercial building would not change the scale and character of Geyserville. A market would serve both locals and visitors. No major changes are proposed to the existing structure. This land use designation and zoning will permit a number of economically viable uses of the building and thus help to ensure it is maintained as an important architectural feature within Geyserville.

3. The loss of this residentially zoned lot will not impact the inventory of affordable housing sites because the lot is too small to develop. The Geyserville Area has an adequate inventory of potential sites to meet projected demand.

4. The LC (Limited Commercial) zoning is appropriate for the site because it has historically been a commercial use. The proposed market with take-out food and beer and wine sales meets the purpose of the LC zoning district because it provides retail sales and services necessary for the daily self-sufficiency of the area.

5. It is appropriate to allow for the use without any on-site parking because adequate parking is available in the area through public parking lots and on street parking.

6. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The project will not cause a significant impact with adjacent residential uses because there will be no amplified sound and the site has been used for commercial uses for at least 60 years. The particular circumstances in this case are: there is adequate parking in the area, including on the street and in public parking lots.

7. Based upon the information contained in the Initial Study included in the project file, it has been determined that there will be no significant environmental effect resulting from this project. The Negative Declaration has been completed in compliance with CEQA State and County guidelines, and the information contained therein has been reviewed and considered.

## LIST OF ATTACHMENTS

EXHIBIT A: Draft Conditions of Approval
EXHIBIT B: Draft Ordinance and Sectional District Map
EXHIBIT C: Proposal Statement
EXHIBIT D: Location Map
EXHIBIT E: Site Plan

EXHIBIT F: Aerial View
EXHIBIT G: Near-by Parking
EXHIBIT H: Interior Floor Plan
EXHIBIT I: Draft Resolution and General Plan Amendment Map

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**Separate Attachment for Commissioners:** Negative Declaration

**Draft Conditions of Approval**

| | | | |
|---|---|---|---|
| **Date:** | April 18, 2013 | **File No.:** | PLP12-0039 |
| **Applicant:** | William Hinkle | **APN:** | 140-100-007 |
| **Address:** | 40 Highway 128, Geyserville | | |

**Project Description:** Request for a Use Permit for a market including sales of takeout food and alcohol in an existing 2,440 square foot building on a 3,840 square foot parcel.

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**Prior to commencing the use, evidence must be submitted to the file that all of the following non-operational conditions have been met.**

1. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of $50.00 (or latest fee in effect at time of payment) for County Clerk processing, and $2,156.25 (or latest fee in effect at time of payment) because a Negative Declaration was prepared, for a total of $2,206.25 made payable to Sonoma County Clerk and submitted to PRMD. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.

**BUILDING:**

"The conditions below have been satisfied BY _____ DATE _____

2. The applicant shall apply for and obtain building related permits from the Permit and Resource Management Department (PRMD). The necessary applications appear to be, but may not be limited to, site review, building permit, and grading permit.

3. Prior to initiation of the approved use, the project shall comply with the accessibility requirements set forth in the most recent California Building Code (CBC), as determined by the PRMD Building Division. Such accessibility requirements shall apply to all new construction and remodeling and, where required by the CBC, to retrofitting of the existing structure.

**HEALTH:**

"The conditions below have been satisfied BY _____ DATE _____

PRIOR TO BUILDING PERMIT AND VESTING THE USE PERMIT:

Water:

4. Connection shall continue to be made to public sewer and water. Prior to building permit issuance and vesting the Use Permit the applicant shall submit all paperwork required for a commercial sewer connection to the PRMD Sanitation Section.

OPERATIONAL REQUIREMENTS:

Water:

5. A safe, potable water supply shall be provided and maintained.

Consumer Protection:

6. Obtain and maintain all required Food Facility Permits from the Sonoma County Environmental

Health.

Noise:

7. Noise shall be controlled in accordance with Table NE-2 as measured at the exterior property line of any affected residential or sensitive land use:

TABLE NE-2: Maximum Allowable Exterior Noise Exposures

| Hourly Noise Metric[1], dBA | Daytime (7 a.m. to 10 p.m.) | Nighttime (10 p.m. to 7 a.m.) |
|---|---|---|
| L50 (30 minutes in any hour) | 50 | 45 |
| L25 (15 minutes in any hour) | 55 | 50 |
| L08 (4 minutes and 48 seconds in any hour) | 60 | 55 |
| L02 (72 seconds in any hour) | 65 | 60 |

[1] The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L02 is the sound level exceeded 72 seconds in any hour.

8. If noise complaints are received from nearby residents, and they appear to be valid complaints in PRMD's opinion, then the applicant shall conduct a Noise Study to determine if the current operations meet noise standards and identify any additional noise Mitigation Measures if necessary. A copy of the Noise Study shall be submitted to the Project Review Health Specialist within sixty days of notification from PRMD that a noise complaint has been received. The owner/operator shall implement any additional Mitigation Measures needed to meet noise standards.

Solid Waste:

9. All garbage and refuse on this site shall accumulate or be stored in non-absorbent, water-tight, vector resistant, durable, easily cleanable, galvanized metal or heavy plastic containers with tight fitting lids. No refuse container shall be filled beyond the capacity to completely close the lid. Garbage and refuse on this site shall accumulate or be stored for no more than seven calendar days, and shall be properly disposed of at a County Transfer Station or County Landfill before the end of the seventh day. Please note that the Local Enforcement Agency (at Environmental Health) bills at an hourly rate for enforcement of violations of the solid waste requirements.

   At least twice a week, the operator of the establishment shall remove trash, litter, and debris from the sidewalks adjoining the premises plus 10 feet beyond property. The operator of the establishment shall remove all graffiti from the premises within 72 hours of its application. Trash can only be disposed in exterior dumpsters between the hours of 8:00 a.m. and 8:00 p.m.

Smoking:

10. Smoking is prohibited in any dining area, service area (including entry lines or ticket purchase lines) and in any enclosed area that is a place of employment (Sonoma County Code 32-6). "No Smoking" signs shall be conspicuously posted at the point of entry into every building where smoking is prohibited by Chapter 32 of the Sonoma County Code. The California Health and Safety Code (section 113978) also requires the posting of "No Smoking" signs in all food preparation areas, all retail food storage areas, and all food utensil washing areas.

**PLANNING:**

"The conditions below have been satisfied BY _____ DATE _____

11. This Use Permit is for a 2,440 square foot market with take-out food and wine and beer sales. The permitted hours of operation are 7:00 a.m. to 6:30 p.m., Monday-Sunday with 4 employees. Dining is permitted on the outside patio and in the market. No amplified music or playing of musical instruments is permitted inside or outside. The use shall be operated in accordance with the proposal statement and site plan located in File No. PLP12-0039 as modified by these conditions.

12. At the time of submitting a building permit application, the applicant shall submit to PRMD a Condition Compliance Review fee deposit (amount to be determined consistent with the ordinance in effect at the time). In addition, the applicant shall be responsible for payment of any additional compliance review fees that exceed the initial deposit (based upon hours of staff time worked) prior to final inspection being granted.

13. The applicant shall pay all applicable development fees prior to issuance of building permits.

14. Development on this parcel is subject to the Sonoma County Fire Safe Standards and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building sites), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District.

15. This "At Cost" entitlement is not vested until all permit processing costs are paid in full. Additionally, no grading or building permits shall be issued until all permit processing costs are paid in full.

16. All exterior modifications, including but not limited to outside lighting and signs shall require final design review by PRMD prior to issuance of building permits. Signage shall include use of individual lettering. Exterior lighting shall be low mounted, downward casting and fully shielded to prevent glare. Lighting shall not wash out structures or any portions of the site. Light fixtures shall not be located at the periphery of the property and shall not spill over onto adjacent properties or into the night sky. Flood lights are not permitted. Lighting shall shut of automatically after closing and security lighting shall be motion sensor activated.

17. Within 90 days from issuance of a Certificate of Occupancy, all owners, managers, and employees selling alcoholic beverages at the establishment shall complete a certified training program in responsible methods and skills for selling alcoholic beverages. The certified program shall meet the standards of the California Department of Alcoholic Beverage Control or other certifying/licensing body, which the State may designate. New owners, managers, and employees shall complete the training course within 30 days of the date or ownership or employment and every third year thereafter. Records of successful completion for each owner, manager, and employee shall be maintained on the premises and presented upon request by a representative of the County.

18. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved permit. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any

modification of the permit conditions shall be documented with an approval letter from PRMD, and shall not affect the original permit approval date or the term for expiration of the permit.

The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

19. This permit shall be subject to revocation or modification by the Board of Zoning Adjustments if: (a) the Board finds that there has been noncompliance with any of the conditions or (b) the Board finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

In any case where a Use Permit has not been used within two (2) year after the date of the granting thereof, or for such additional period as may be specified in the permit, such permit shall become automatically void and of no further effect, provided however, that upon written request by the applicant prior to the expiration of the two year period the permit approval may be extended for not more than one (1) year by the authority which granted the original permit pursuant to Section 26-92-130 of the Sonoma County Code.

# ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING DATABASE OF THE COUNTY OF SONOMA, ADOPTED BY REFERENCE BY SECTION 26-02-110 OF THE SONOMA COUNTY CODE, BY RECLASSIFYING CERTAIN REAL PROPERTY FROM THE R2 (MEDIUM DENSITY RESIDENTIAL), 6 UNITS PER ACRE, SCENIC RESOURCES DISTRICT TO THE LC (LIMITED COMMERCIAL) SCENIC RESOURCES DISTRICT ON A 3,840 SQUARE FOOT PARCEL LOCATED AT 40 HIGHWAY 128, GEYSERVILLE APN 140-100-007.

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I: The Official Zoning Database (OZD) of the County, adopted by reference by Section 26-02-110 of the Sonoma County Code, is amended by reclassifying the following real property from the R2 (Medium Density Residential), B6-6 units per acre density, SR (Scenic Resources) District to the LC (Limited Commercial), SR District on a 3,840 square foot parcel located 65 feet east of the intersection of Highway 128 and Geyserville Avenue, also known as 40 Highway 128, APN 140-100-007. File No. PLP12-0039. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No. (Map No.).

SECTION II: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION III: This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted this _____ day of _____, 2013, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

| Gorin: | McGuire: | Carrillo: | Zane: | Rabbitt: |
|---|---|---|---|---|
| Ayes: | Noes: | Absent: | Abstain: | |

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

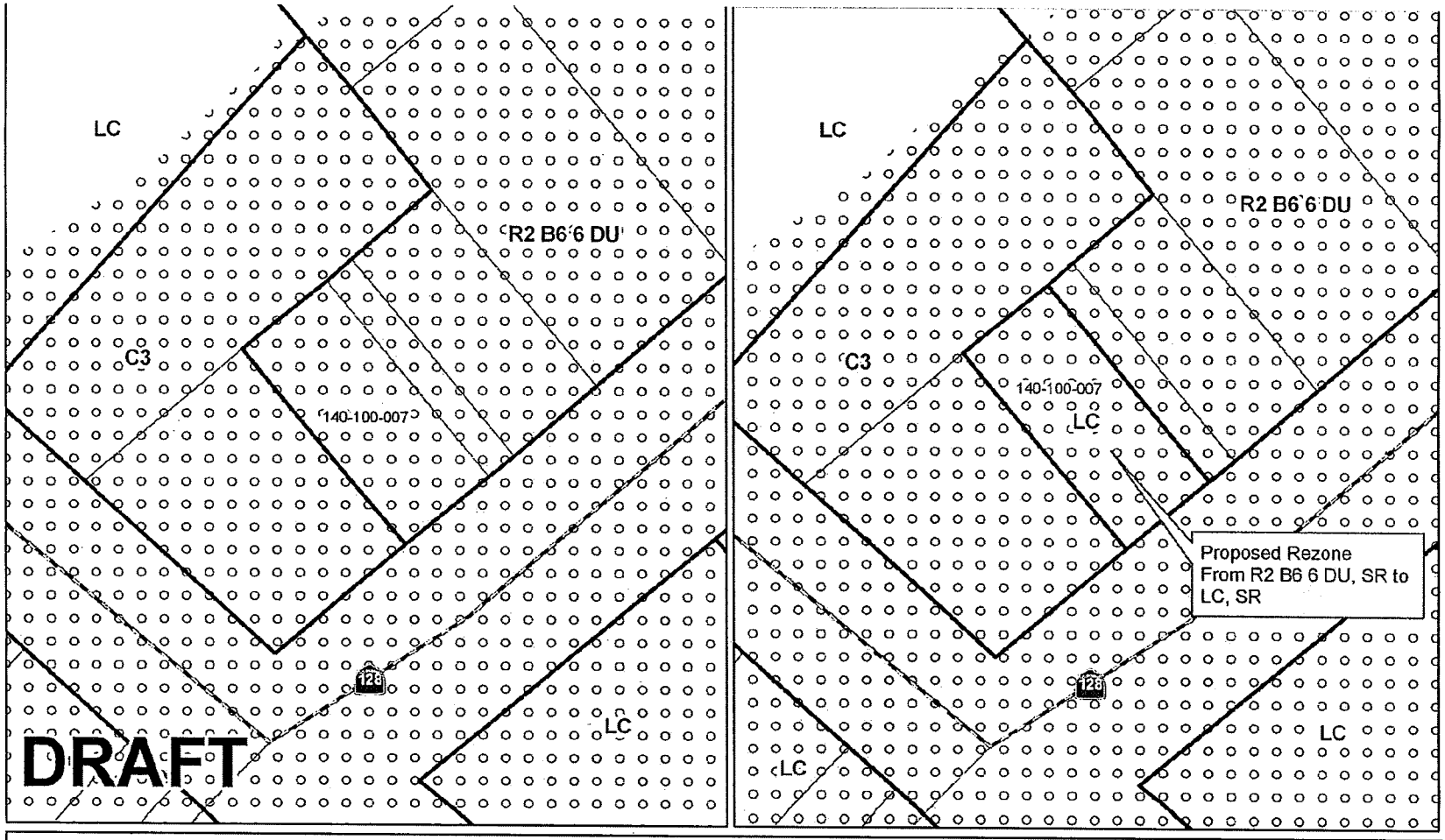
SO ORDERED

Chair, Board of Supervisors
County of Sonoma

ATTEST:

_____
Veronica A. Ferguson
Clerk of the Board of Supervisors

# Sectional District Map




Base Map Data

- Proposed Rezone
- Basezoning by Area
- Highways
- Intermittent Stream

Zoning Combining Districts

- LU Policy
- AH Affordable Housing
- HD Historic District
- SD Scenic Design
- SR Scenic Resource
- VOH Valley Oak Habitat
- G Geologic Hazard
- F2 Floodplain
- F1 Floodway

0 25 50 Feet

1 inch = 50 feet

FILE: PLP 12-0039
AP #: 140-100-007
Ordinance No.
Sectional District Map No.

Permit and Resource Management Department
Project Review Section

PRMD

Activity #PLP12-0039

# Landmark
## Planning and Permit Service

Project Review Section
Sonoma County
2550 Ventura Avenue
Santa Rosa, CA 95403

To Whom It Concerns,

Subject: General Plan Amendment, Zone Change, and Use Permit Application;
40 Highway 128, Geyserville (APN 140-100-007).

I am writing on behalf of Mr. William Hinkle, the property owner, to request a General Plan Amendment, Zone Change and Use Permit to establish a retail store and delicatessen in the existing building that stands on a 0.086 acre (3,760 square foot) lot located at 40 Highway 128, Geyserville, California. The planning application is attached. The remainder of this letter describes the project setting and outlines the key issues for your consideration.

Setting: The subject property is a small lot in the center of Geyserville, a short distance east of the Highway 128 and Geyserville Road intersection. The 3,760 square foot lot includes the sidewalk (330 square feet +/-) along Highway 128, a one-story commercial building (2,440 square feet), and the small rear yard (860 square feet +/-). The building was constructed in 1948 and stands at the back of the sidewalk and on the side property lines. The rear yard can only be accessed through the building; there are no rights to access the yard by the adjoining driveway. There is no on-site parking. There are four to five parking spaces in the limited parking (green) zone in front of the building. There are nearly 90 on-street parking spaces within 300-feet of the building's entrance.

Background: Mr. Hinkle purchased the building in June 2012. The building served as the post office for the residents and business in Geyserville and Alexander Valley since 1955 until it was moved to a nearby commercial building on School House Street in 2008. The US Postal Service employed 4 full-time office staff, rented over 700 post boxes, and served two routes. Trucks delivered mail three times in the morning, starting at 2:30 a.m., and pick up mail twice in the afternoon, ending at 5:30 p.m. The post office was open to the public between 8:30 a.m. and 5:00 p.m., except Sunday and federal holidays, and served over 100 patrons per day. When the building was vacated in 2008, voluntary seismic building upgrades where started by the previous owner. That work has not been completed. Mr. Hinkle intends to complete the seismic upgrade and then renovate the building to accommodate the proposed store.

2360 Mendocino Ave # A-2280, Santa Rosa, CA 95403-3154
707-546-2800 | andy@landmarkplan.com

EXHIBIT C

Land Use and Zoning: The general plan land use designation and zoning for the site is medium density residential (6 dwelling units per acre). It is located outside the Russian River F2 (Flood Plain). The attached site area map shows the land use (and zoning) of the surrounding properties include a new park on the corner lot, where a gas station once stood (C-1 General Commercial), a general merchandise store (C-1 General Commercial) to the north, a driveway serving the store to the north and a residential use (R-2 Two-Family Residential); and a convenience store (LC Limited Commercial) located across Highway 128, on the corner lot, to the south.

Project Description: The proposed store would occupy the existing building and would be open to the public between 7:00 am to 6:30 pm. The store would sell artisan goods including art, photos, books, and crafts as well as feature local food products including a selection of fresh fruits, vegetables and flowers grown on Mr. Hinkle's nearby farm. Customers will be able to buy food from a delicatessen counter which can be prepared "to go" or eaten at tables set up in the store or in the rear yard patio. The store would also sell beer and wine for on- and off-site consumption. It is anticipated the store would attract between 25-75 customers a day, each spending 5-20 minutes in the store. The store is expected to draw from existing destination shopping activity (and vehicle trips) in Geyserville, which is expected to peak the late afternoon. Customers would park on the street, like the former post office patrons, and at the nearby parking lot.

The renovation of the building and the operation of the proposed store will support business activity in Geyserville and protect the architectural character of the community. The proposed small-scale store is a type of retail use that would not conflict with the existing residential uses to the east. The existing driveway along the east side of the building provides a separation between these two uses. Also, the store would complement the mix of commercial uses in the immediate area by offering an outlet for locally grown food and artisan goods. The store will maintain the building as a community focal point and will benefit visitors as well as the people living and working in the immediate vicinity.

## KEY ISSUES

General Plan Consistency:

The recommended Limited Commercial general plan amendment and zone change is consistent with the following General Plan criteria (2020 Sonoma County General Plan page LU-43; -44):

(1) Lands shall be located on or have convenient access to an arterial or collector highway.
Response: The property fronts directly onto Highway 128.

(2) The amount of land designated for limited commercial shall be consistent with population growth projected for the local market area. Only very limited amounts of land are intended for this use outside Urban Service Areas.
Response: The property is located within the Geyserville Urban Service Area and is already developed with a structure that was formerly occupied by the US Postal Service. The "Limited Commercial" land use amendment and zone change would allow the property to continue to support retail and service uses that serve the community.

(3) Within the unincorporated communities shown on Figure PF-1 of the Public Facilities and Services Element, lands shall be close to other commercial uses or to local population concentration.
Response: The property is located at the center of Geyserville and is served by the Geyserville utility district.

(4) Outside of the above unincorporated communities, clusters of limited commercial uses shall not be permitted.
Response: Not applicable.

(5) Lands shall not be located in Scenic Corridors, except within the above unincorporated communities.
Response: The property is located within the Geyserville Urban Service Area.

(6) In rural areas, lands may be limited to a single parcel and be restricted to that level which that can be served by an individual well and septic system
Response: Not applicable.

(7) Any applicable Land Use Policies for the Planning Area.
Response: Policy LU-13a includes criteria for approving discretionary projects in "Limited Commercial" zoning districts within the Geyserville Urban Service Area. The proposed general plan amendment and zone change would permit a variety of "Limited Commercial" uses including the project, with a use permit, provided these uses fulfill the following criteria.

(1) The use is in keeping with the scale and character of the community.
(2) The proposed use specifically serves local area needs or the needs of visitors and tourism.
(3) The design of any structure is compatible with the historic architecture of the community.

The requested general plan amendment (and zone change) would allow the project as well as variety of other "Limited Commercial" uses that will serve local residents and visitors. This land use designation and zoning will permit a number of economically viable uses of the building and thus help to ensure it is maintained as an important architectural feature within

Geyserville.

Land Use Compatibility

The store's delicatessen would provide prepared food for takeout as well as for on-site consumption and it would sell wine and beer for on-site and off-site consumption. Takeout food service and alcohol sales are permitted in the LC (Limited Commercial) zoning district with a use permit. Otherwise, the proposed store and delicatessen (i.e., restaurant) are allowed uses.

The store is similar to the former Post Office in that it serves local residents and businesses on a daily basis. Like the Post Office, the store's activity will be conducted entirely indoors and it will operate during normal business hours. Some of the prepared food will be consumed outdoors in the rear yard patio. Activity within the patio will be contained by a fence and thus prevent trespass or other off-site impacts.

Community Parking

The project would ordinarily require 10 on-site parking spaces (Section 26-86-010). In this case, there is no space available for on-site parking. The former Post Office use had similar short term parking demand which relied on nearby street parking throughout the day. A survey of existing street parking shows there are about 50 spaces on Highway 128 and Geyserville Road within 300 feet of the building entrance. Another 32 spaces are located in the parking lot located about block north on Geyserville Road and 15 more spaces in the Geyserville Park and Ride Lot to the east. A large percentage of these spaces would be continuously changing over as customers come and go from the store and surrounding business throughout the day.

Thank you for your consideration

Sincerely,

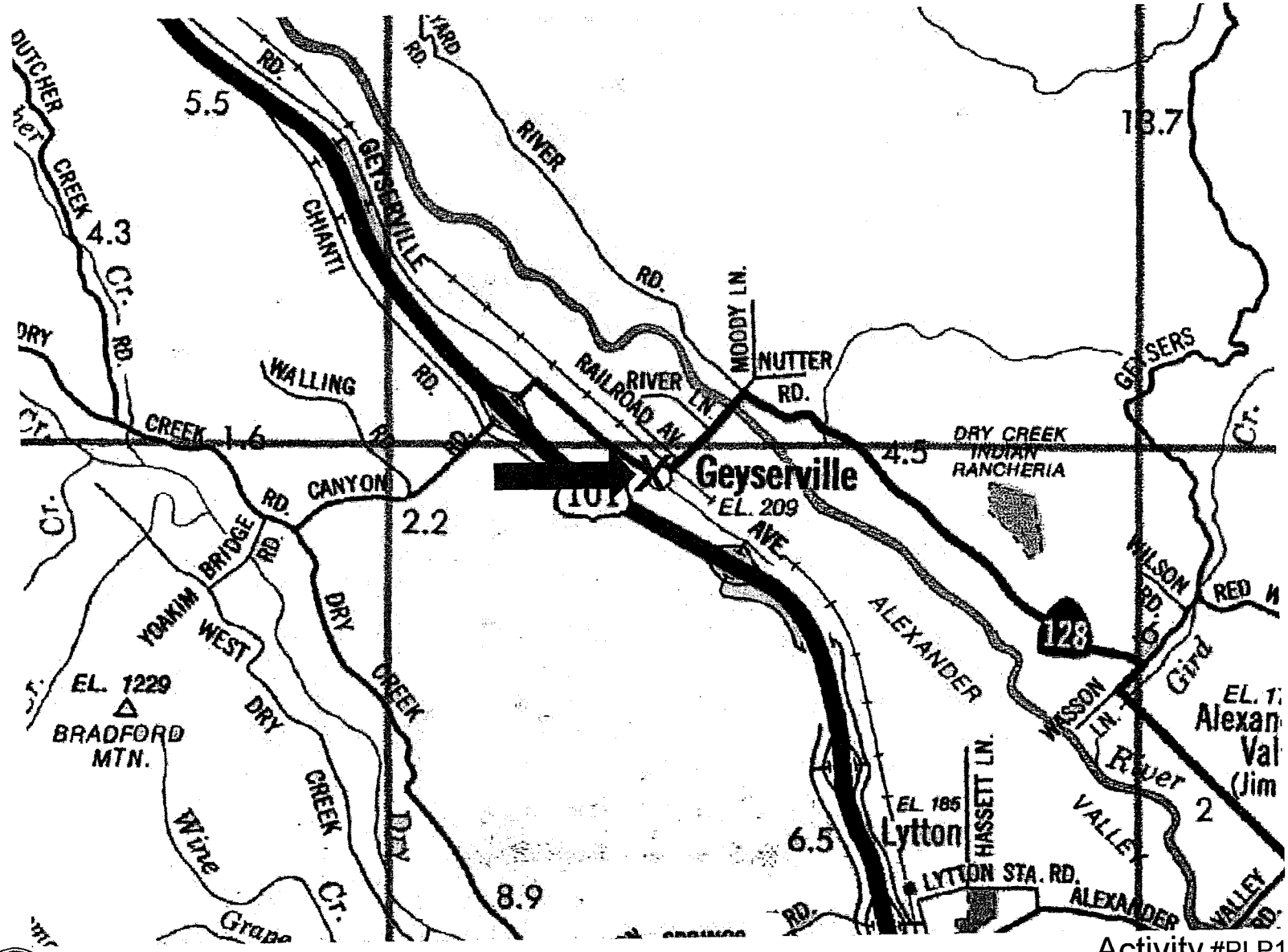
Andy Gustavson

Attachments

AG:ag file - 121127 Hinkle GPA REZ UP App LTR

2360 Mendocino Ave # A-2280, Santa Rosa, CA 95403-3154
707-546-2800 | andy@landmarkplan.com

# Vicinity Map




Activity #PLP12-0039

PRMD

EXHIBIT D

# Site Plan

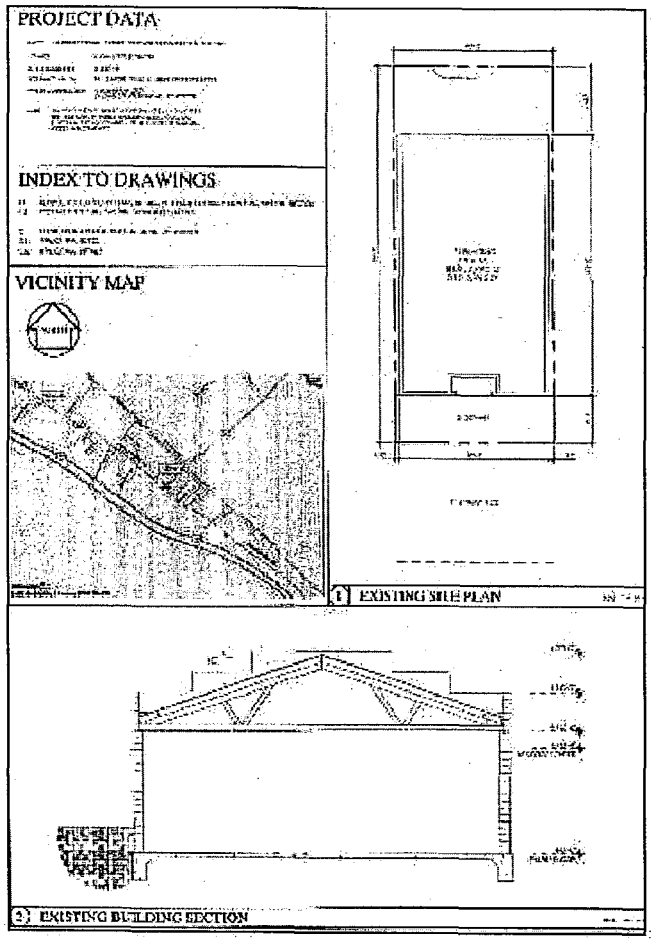



EXHIBIT E

PRMD

Activity #PLP12-0039

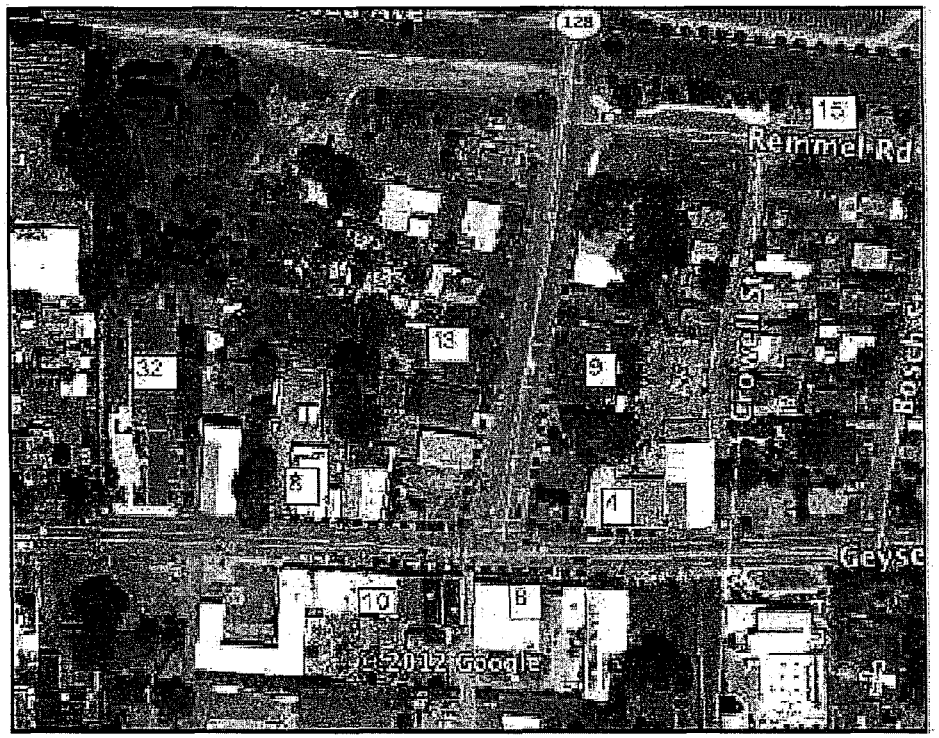
EXHIBIT F

# Aerial View

PRMD

Activity #PLP12-0039

# Parking in the Vicinity




Parking in the Vicinity

Within 300 feet - 52 street parking spaces (20-ft parallel spaces)
Within Nearby Public Parking Lots - 47 parking spaces

EXHIBIT G

PRMD

Activity #PLP12-0039

# Proposed Floor Plan

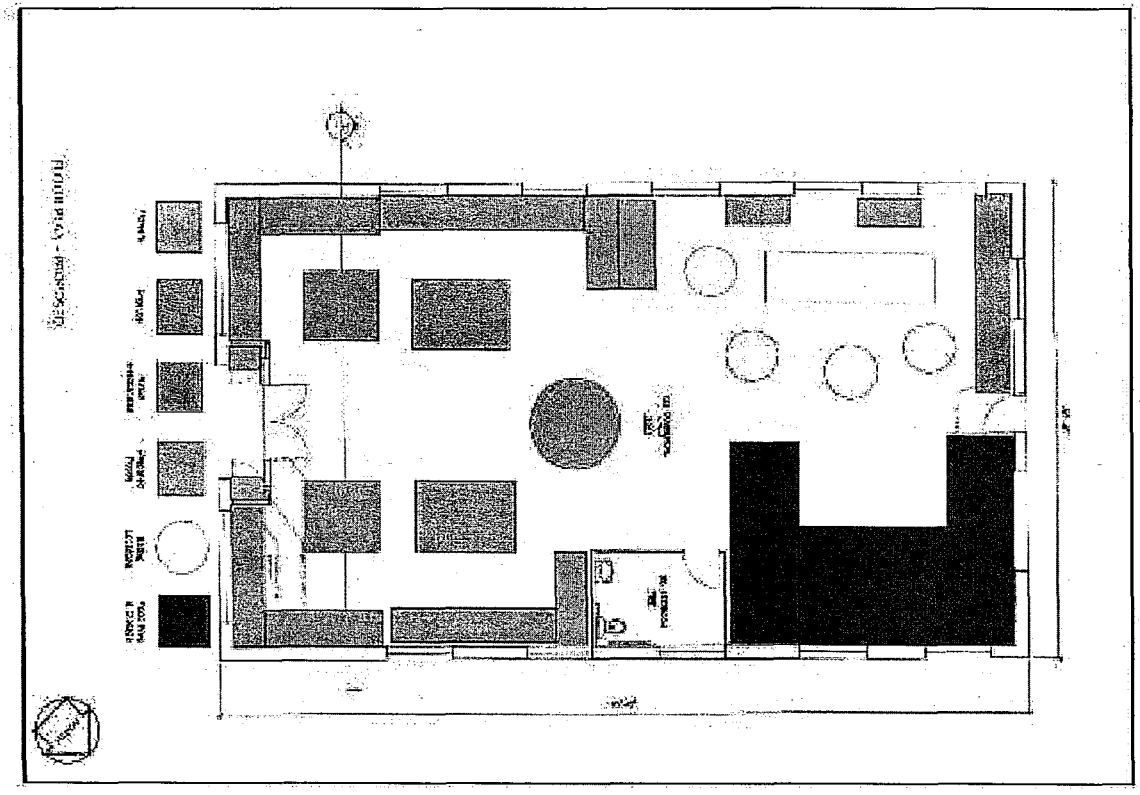


EXHIBIT H

PRMD

Activity #PLP12-0039

Resolution Number

County of Sonoma
Santa Rosa, California

April 18, 2013
PLP12-0039 Sigrid Swedenborg

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS ADOPT THE NEGATIVE DECLARATION AND APPROVE THE GENERAL PLAN AMENDMENT, ZONE CHANGE AND USE PERMIT TO WILLIAM HINKLE, FOR PROPERTY LOCATED AT 40 HIGHWAY 128, GEYSERVILLE; APN 140-100-007.

WHEREAS, the applicant, William Hinkle, filed a application with the Sonoma County Permit and Resource Management Department for 1) a General Plan Amendment from the Urban Residential 6 units per acre density to the Limited Commercial Land Use Designation; 2) a corresponding Zone Change from the R2 (Medium Density Residential) B6-6 units per acre density, SR (Scenic Resources) to the LC (Limited Commercial), SR Zoning District to allow for 3) a Use Permit for a market including sales of takeout food and alcohol in an existing building on a 3,840 square foot parcel located at 40 Highway 128, Geyserville; APN 140-100-007; Zoned R2 (Medium Density Residential), B6-6 units per acre density, SR (Scenic Resource); Supervisorial District No 4; and

WHEREAS, a Negative Declaration was prepared and posted for the proposed project in accordance with the appropriate law and guidelines; and

WHEREAS, in accordance with applicable provisions of law, the Planning Commission held a public hearing on April 18, 2013 at which time all relevant testimony and evidence presented orally or in writing regarding the Project was heard and received. All interested persons were given an opportunity to hear and be heard regarding the Project; and

WHEREAS, the Planning Commission has had an opportunity to review this Resolution and finds that it accurately sets forth the intentions of the Board regarding the Project.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission makes the following findings:

1. It is appropriate to amend the General Plan from Urban Residential to Limited Commercial because the required General Plan land use criteria are met as follows; the project fronts on State Highway128; it is in an unincorporated community served by public sewer and water; and the project will not change the scale and character of Geyserville.

2. The project is consistent with General Plan Policy LU-13a in that; the proposed use as a market in an existing commercial building would not change the scale and character of Geyserville. A market would serve both locals and visitors. No major changes are proposed to the existing structure. This land use designation and zoning will permit a number of economically viable uses of the building and thus help to ensure it is

maintained as an important architectural feature within Geyserville.

3. The loss of this residentially zoned lot will not impact the inventory of affordable housing sites because the lot is too small to develop. The Geyserville Area has an adequate inventory of potential sites to meet projected demand.

4. The LC (Limited Commercial) zoning is appropriate for the site because it has historically been a commercial use. The proposed market with take-out food and beer and wine sales meets the purpose of the LC zoning district because it provides retail sales and services necessary for the daily self-sufficiency of the area.

5. It is appropriate to allow for the use without any on-site parking because adequate parking is available in the area through public parking lots and on street parking.

6. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The project will not cause a significant impact with adjacent residential uses because there will be no amplified sound and the site has been used for commercial uses for at least 60 years. The particular circumstances in this case are: there is adequate parking in the area, including on the street and in public parking lots.

7. Based upon the information contained in the Initial Study included in the project file, it has been determined that there will be no significant environmental effect resulting from this project. The Negative Declaration has been completed in compliance with CEQA State and County guidelines, and the information contained therein has been reviewed and considered.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner , who moved its adoption, seconded by Commissioner , and adopted on roll call by the following vote:

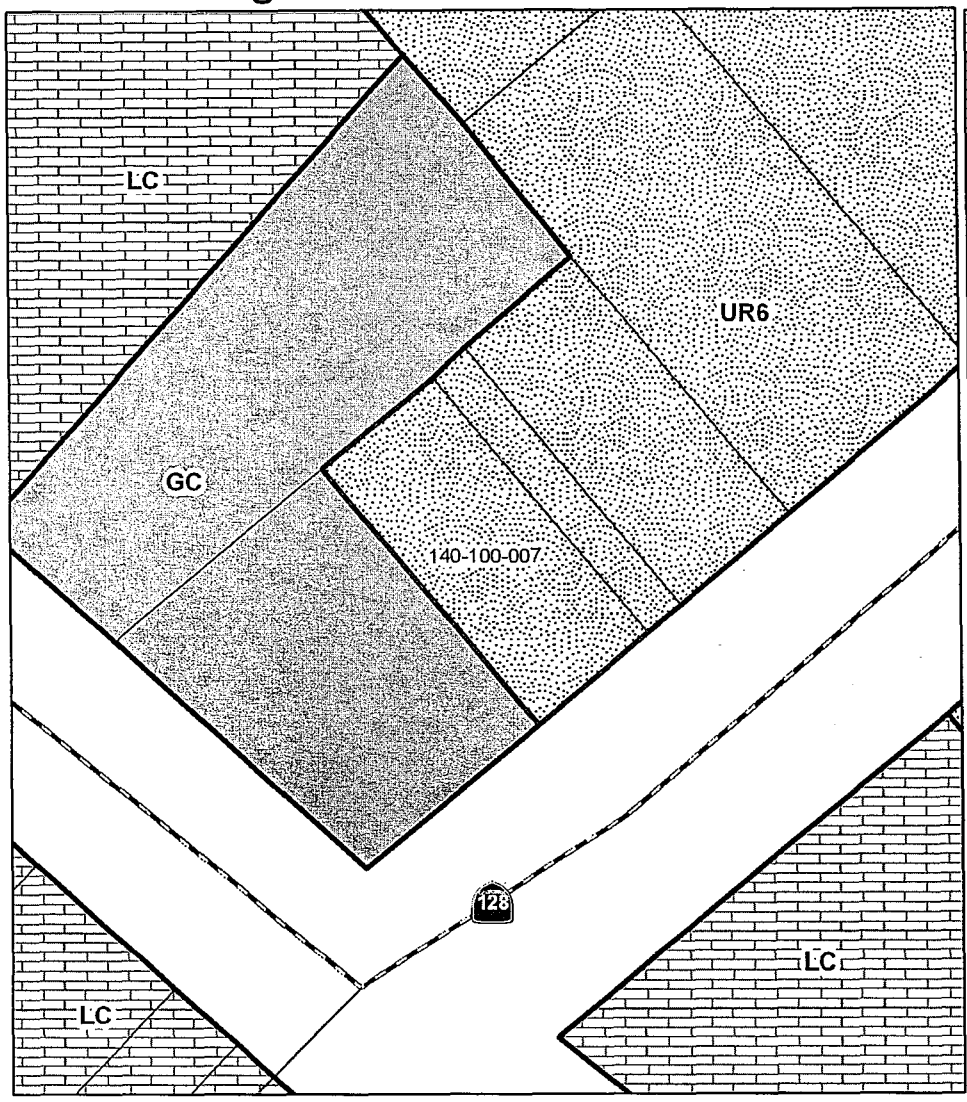
Commissioner
Commissioner
Commissioner
Commissioner
Commissioner

Ayes: Noes: Absent: Abstain:

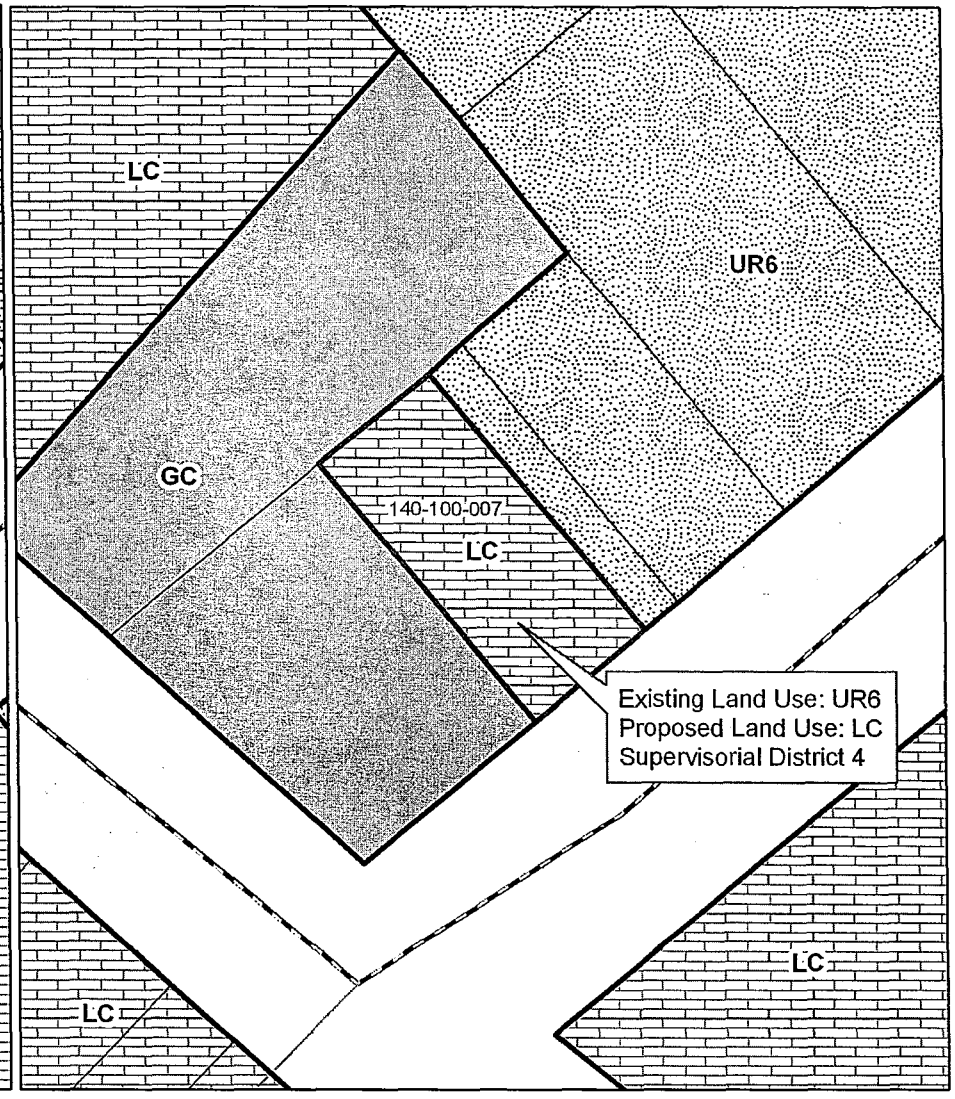
WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

# Existing General Plan Land Use




# Proposed General Plan Land Use




**General Plan Land Use**

- Diverse Agriculture
- Land Extensive Agriculture
- Land Intensive Agriculture
- Resource and Rural Development
- Rural Residential
- Urban Residential
- Recreation / Visitor-Serving Commercial
- General Commercial
- Limited Commercial
- Limited Commercial Traffic Sensitive
- General Industrial
- Limited Industrial
- Public / Quasi Public
- Planning Area Policy
- AH Affordable Housing

**Base Map Data**

- Subject Property
- Coastal Commission Boundary
- Urban Service Areas
- Highways
- Intermittent Stream
- Perennial Stream

Numbers on Map Indicate Maximum Density in Acres/Unit, except Urban Residential Where Numbers Indicate Units/Acre

N

0 25 50 Feet

1 inch = 50 feet

FILE: PLP 12-0039
AP #: 140-100-007
Resolution No.

Permit and Resource Management Department
Project Review Section
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1965 Fax (707) 565-1103

Author: PRMD Cartography: D. Reinier File No: S:\GIS-DATA\PRMD_BASE\PRMD Department Projects\Comprhensive Planning\Land Use\Land Use Amendments Proposed\PLP12-0039.mxd Date: 03/18/2013

# *Negative Declaration*

**Sonoma County Permit and Resource Management Department**
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Pursuant to Section 15071 of the State CEQA Guidelines, this summary of findings and the attached Initial Study and mitigations constitute the Mitigated Negative Declaration as proposed for or adopted by the County of Sonoma for the project described below:

**Project Title:** PLP12-0039, Old Geyserville Post Office

**Project Location Address:** 40 Highway128, Geyserville

**Lead Agency:** Sonoma County Permit and Resource Management Department

**Decision Making Body:** Sonoma County Board of Supervisors

**Project Applicant:** William Hinkle

**Project Description:** Request for 1) a General Plan Amendment from the Urban Residential, 6 units per acre density to the Limited Commercial land use designation; 2) a corresponding Zone Change from the R2 (Medium Density Residential) B6-6 units per acre density, SR (Scenic Resources) to the LC (Limited Commercial), SR Zoning District to allow for 3) a Use Permit for a market including sales of takeout food and alcohol in an existing building.

**Environmental Finding:** Negative Declaration

Basis on the attached Initial Study, the project described above will not have a substantial adverse impact on the environment, provided that the mitigation measures identified in the Initial Study are included in the project.

**Initial Study:** Attached

**Introduction:** The request is for a General Plan Amendment, Zone Change and Use Permit to allow for a market. A referral letter on the project was sent to the appropriate local, state and federal agencies and interest groups who may wish to comment on the project.

This report is the Initial Study required by the California Environmental Quality Act (CEQA). The report was prepared by Sigrid Swedenborg, Project Review Planner with the Sonoma County Permit and Resource Management Department, Project Review Division. Information on the project was provided by the Project Applicant. Additional information was provided by various consultants as identified in this Initial Study. Technical studies referred to in this document are available for review at the Permit and Resource Management Department.

**PROJECT DESCRIPTION**

Request for 1) a General Plan Amendment from the UR (Urban Residential) 6 units per acre density to the LC (Limited Commercial) Land Use Designation; 2) a corresponding Zone Change from the R2 (Medium Density Residential) B6-6 units per acre density, SR (Scenic Resources) to the LC (Limited Commercial), SR Zoning District to allow for 3) a Use Permit for a market including sales of takeout food and alcohol in an existing building.

**SETTING**

The subject property is 3,840 square feet in size located in the center of the Geyserville Community. The site is developed with a one story commercial building 2,440 square feet in size. The building was constructed in 1948 and was used as the Post Office for Geyserville from 1955 to 2008.

**Initial Study Checklist**

This checklist is taken from Appendix G of the State CEQA Guidelines. For each item, one of four responses is given:

> **No Impact: The project would not have the impact described.** The project may have a beneficial effect, but there is no potential for the project to create or add increment to the impact described.
>
> **Less Than Significant Impact**: The project would have the impact described, but the impact would not be significant. Mitigation is not required, although the project applicant may choose to modify the project to avoid the impacts.
>
> **Potentially Significant Unless Mitigated:** The project would have the impact described, and the impact could be significant. One or more mitigation measures have been identified that will reduce the impact to a less than significant level.
>
> **Potentially Significant Impact:** The project would have the impact described, and the impact could be significant. The impact cannot be reduced to less than significant by incorporating mitigation measures. An environmental impact report must be prepared for this project.

Each question on the checklist was answered by evaluating the project as proposed, that is, without considering the effect of any added mitigation measures. The checklist includes a discussion of the impacts and mitigation measures that have been identified.

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Less than Significant with Mitigation" as indicated by the checklist on the following pages.

| | | |
|---|---|---|
| ___ Aesthetics | ___ Agricultural & Forest Resources | ___ Air Quality |
| ___ Biological Resources | ___ Cultural Resources | ___ Geology/Soils |
| ___ Greenhouse Gas Emission | ___ Hazards & Hazardous Materials | ___ Hydrology/Water Quality |
| ___ Land Use and Planning | ___ Mineral Resources | ___ Noise |
| ___ Population/Housing | ___ Public Services | ___ Recreation |
| ___ Transportation/Traffic | ___ Utilities/Service Systems | |
| ___ Mandatory Findings of Significance | | |

**Incorporated Source Documents**

In preparation of the Initial Study checklist, the following documents were referenced/developed, and are hereby incorporated as part of the Initial Study. All documents are available in the project file or for reference at the Permit and Resource Management Department.

| | |
|---|---|
| _X_ | Project Application and Description |
| _X_ | Sonoma County General Plan and Associated EIR |
| ___ | Specific or Area Plan _____ |
| _X_ | Sonoma County Zoning Ordinance |
| _X_ | Project Referrals from Responsible Agencies |
| _X_ | State and Local Environmental Quality Acts (CEQA) |

_X_ Full record of previous hearings on project in File 7830 A
_X_ Correspondence received on project.

## 1. AESTHETICS *Would the project:*

| | | | | |
|---|---|---|---|---|
| a) Have a substantial adverse effect on a scenic vista? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | X |
| Comment: The project is not in an area designated as visually sensitive by the Sonoma County General Plan. It is not located on a scenic hillside, nor would it involve tree removal, construction or grading that would affect a scenic vista. | | | | |
| b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | X |
| Comment: With no new construction to expand the building, the project will not damage scenic resources. | | | | |
| c) Substantially degrade the existing visual character or quality of the site and its surroundings? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | X |
| Comment: With no new construction, there will not be an impact to the existing visual character of the site and its surroundings. | | | | |
| d) Create a new source of substantial light or glare which would adversely affect day or nighttime view in the area? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | X |
| Comment: The project will not create a new source of substantial light or glare. | | | | |

## 2. AGRICULTURE AND FOREST RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in

Forest Protocols adopted by the California Air Resources Board.

## *Would the project:*

| | | | | |
|---|---|---|---|---|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project will not cause a conversion because there is no expansion of the existing building proposed. | | | | |
| b) Conflict with existing zoning for agricultural use, or Williamson Act Contract? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project site is not under a Williamson Act contract. | | | | |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 4526) or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project will not cause a rezoning of forest land or timberland. | | | | |
| d) Result in the loss of forest land or conversion of forest land to non-forest use? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project will not result in a loss or conversion of forest land. | | | | |
| e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion to Farmland, to non-agricultural use or conversion of forest land to non-forest use? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project does not involve other changes in the environment that could result in conversion of farmland to non-agricultural use or forest land to non-forest use. | | | | |

## 3. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or

air pollution control district may be relied upon to make the following determinations.

## *Would the project:*

| | | | | |
|---|---|---|---|---|
| a) Conflict with or obstruct implementation of the applicable air quality plan? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project is within the jurisdiction of the Northern Sonoma County Air Pollution Control District (NSCAPCD). The NSCAPCD does not have an adopted air quality plan. | | | | |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: State and Federal standards have been established for the "criteria pollutants:" ozone, carbon monoxide, nitrogen dioxide, sulfur dioxide and particulates (PM10 and PM2.5).<br><br>No existing or projected air quality violations have been identified in the area. Because it will not cause significant long-term emissions of criteria pollutants, the project will not violate any air quality standard. | | | | |
| c) Result in a cumulatively considerable net increate of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project will not have a cumulative effect on ozone because it will not generate traffic which would result in new emissions of ozone precursors (hydrocarbons and NOx). | | | | |
| d) Expose sensitive receptors to substantial pollutant concentrations? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project will not create substantial pollutant concentrations. | | | | |
| e) Create objectionable odors affecting a substantial number of people? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project will not cause objectionable odors. | | | | |

## 4. BIOLOGICAL RESOURCES *Would the project:*

| | | | | |
|---|---|---|---|---|
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | X |
| Comment: With no new building expansion, no habitat will be modified. | | | | |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | X |
| Comment: The project will not impact riparian or sensitive habitat. | | | | |
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | X |
| Comment: The project will not impact wetlands. | | | | |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | X |
| Comment: The project will not interfere with fish or wildlife habitats. | | | | |
| e) Conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | X |
| Comment: With no expansion to the building, no biological resources would be impacted and no trees will be removed. | | | | |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state Habitat Conservation Plan? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | X |

| |
|---|
| Comment: There are no adopted Habitat Conservation Plans or Natural Community Conservation Plans applicable to the project site. |

## 5. CULTURAL RESOURCES *Would the project*:

| | | | | |
|---|---|---|---|---|
| a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project is not designated as a historic resource. No substantial modifications will occur to the building. | | | | |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: With no expansion to the existing building footprint, no impacts will occur. | | | | |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: With no expansion to the building, no paleontological impacts will occur. | | | | |
| d) Disturb any human remains, including those interred outside of formal cemeteries? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: No burial sites are known in the vicinity of the project, and the project site has already been disturbed by past construction. In the event that human remains are unearthed, state law requires that the County Coroner be notified to investigate the nature and circumstances of the discovery. | | | | |

## 6. GEOLOGY AND SOILS: *Would the project*:

| | | | | |
|---|---|---|---|---|
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:<br>i. Rupture of a known earthquake fault, as delineated on the most recent Alquist- | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |

| | | | | |
|---|---|---|---|---|
| Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | | | | |
| Comment: The project site is not within a fault hazard zone as defined by the Alquist-Priolo fault maps. | | | | |
| ii. Strong seismic ground shaking? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | x | |
| Comment: All of Sonoma County is subject to seismic shaking that would result from earthquakes along the San Andreas, Healdsburg-Rodgers Creek, and other faults. Predicting seismic events is not possible at this time nor is providing mitigation that can entirely reduce the potential for injury and damage that can occur during a seismic event. Building permits will be required for the change of occupancy. This process includes checking load and strength standards of the California Building Code (CBC), which take seismic shaking into account. The project would therefore not expose people to substantial risk of injury from seismic shaking. | | | | |
| iii. Seismic-related ground failure, including liquefaction? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: Strong ground shaking during an earthquake can result in ground failure and/or settlement such as that associated with soil liquefaction, and can also cause deformation of slopes, particularly fill slopes. All structures will be required to meet building permit requirements, including seismic safety standards and soil test/compaction requirements. Based on standard permitting requirements, the project will have no significant risk of loss, injury or death from seismic ground failure or liquefaction. | | | | |
| iv. Landslides? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project site is not located in a landslide prone area as shown on Geology for Planning in Sonoma County Special Report 120 Slope Stability. | | | | |
| v. Seismic-related ground failure, including liquefaction? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: See discussion above. | | | | |

| | | | | |
|---|---|---|---|---|
| b) Result in substantial soil erosion or the loss of topsoil? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: With no expansion of the building footprint, no soil erosion will occur. | | | | |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project site is subject to seismic shaking as described in item 6.a.ii. above. No further mitigation is required. | | | | |
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: No substantial risks to life or property would be created from soil expansion at the proposed project, even if it were to be affected by expansive soils. | | | | |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The site is served by public sewer. | | | | |

## 7. GREENHOUSE GAS EMISSIONS *Would the project:*

| | | | | |
|---|---|---|---|---|
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: Greenhouse Gas Emissions (GHG) - Greenhouse gases trap heat in the atmosphere. Increases in greenhouse gases due to human activity are associated with Global Climate Change (aka "Global Warming"), that is, the change in the average weather on earth, as measured by wind patterns, storms, precipitation and temperature. The primary greenhouse gases are CO2, methane (CH4), nitrous oxide (N20), sulfur hexafluoride (SF6), perfluorocarbons (PFCs), hydrofluorocarbons (HFCs), and water vapor (H20). Considered the most important greenhouse gas, CO2 is the reference gas for climate change and emissions of greenhouse gases in general are often reported as CO2 equivalents (CO2e). | | | | |

For purposes of the environmental document, the project would be considered to have a significant impact on greenhouse gases if it would conflict with the state goal of reducing greenhouse gas emissions in California to 1990 levels by 2020, as set forth by the California Global Warming Solutions Act of 2006. There is currently no indication that the project would conflict with the Act's timeline. In addition, the County's Climate Protection Campaign has yet to establish emissions targets to reduce GHG in Sonoma County. However, the Climate Protection Campaign has provided a list of projects that are effective and under local control that will reduce Greenhouse Gases if they are implemented. The Plan's solutions involve four major categories: 1. Improve efficiency in energy and water use; 2. Shift transportation from fossil fuel vehicles to transit, walking, bicycling, etc.; 3. Invest in local renewable energy sources; 4. Protect forests and farmlands, sequester carbon, and convert waste into energy. The project is a market in a downtown area. There will not be a cumulative contribution to Greenhouse Gas emissions as a result of this project.

| b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
|---|---|---|---|---|
| | | | | x |

Comment: The project will not conflict with any such plans.

## 8. HAZARDS AND HAZARDOUS MATERIALS *Would the project:*

| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
|---|---|---|---|---|
| | | | | x |

Comment: The project does not involve the use of hazardous materials.

| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
|---|---|---|---|---|
| | | | | x |

Comment: The project will not create a hazard related to hazardous materials.

| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
|---|---|---|---|---|
| | | | | x |

| | | | | |
|---|---|---|---|---|
| Comment: The project will not emit hazardous emission or hazardous materials. | | | | |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project site was not identified on the list compiled by the California Environmental Protection Agency, Regional Water Quality Control Board, California Department of Toxic Substances, and the California Integrated Waste management Board. | | | | |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The site is not within an airport land use plan as designated by Sonoma County. | | | | |
| f) For a project located within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: There are no known private airstrips within the vicinity of the proposed project. | | | | |
| g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: There is no separate emergency evacuation plan for the County. The project would not change existing circulation patterns and would have no effect outside the area. | | | | |
| h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas of where residences are intermixed with wildlands? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project must meet all current fire code standards. It is not located in an area subject to wildland fires. | | | | |

## 9. HYDROLOGY AND WATER QUALITY *Would the project:*

| | | | | |
|---|---|---|---|---|
| a) Violate any water quality standards or waste discharge requirements? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: With no building expansion, potential impacts to water quality are less than significant. | | | | |
| b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The site is served by a public water system. | | | | |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project will not substantially impact drainage patterns. No new buildings will be constructed. | | | | |
| d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in an a manner which would result in flooding on- or off-site? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: Waterways won't be altered and runoff won't be increased by the project. | | | | |
| e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: No new runoff water will occur due to the project. | | | | |
| f) Otherwise substantially degrade water | Potentially Significant | Less than Significant | Less than Significant | No impact |

| | | | | |
|---|---|---|---|---|
| quality? | Impact | with Mitigation Incorporation | Impact | |
| | | | | x |
| Comment: The project does not involve changes in the environment that could result in substantially degrading water quality. | | | | |
| g) Place housing within a 100-year hazard area as mapped on a federal Flood hazard Boundary of Flood Insurance Rate Map or other flood hazard delineation map? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project site is not located in a flood hazard area. | | | | |
| h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project site is not located in a flood hazard area. | | | | |
| i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project site is not located in an area subject to flooding as a result of dam failure. | | | | |
| j) Inundation by seiche, tsunami, or mudflow? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project site is not subject to seiche, tsunamis or mudflows. | | | | |

## 10. LAND USE AND PLANNING *Would the project*

| | | | | |
|---|---|---|---|---|
| a) Physically divide an established community? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |

Comment: The project would not divide a community.

| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
|---|---|---|---|---|
| | | | | x |

Comment: The project is a General Plan Amendment. In order to amend the Urban Residential land use designation to Limited Commercial, the following criteria must be met:

*(1) Lands shall be located on or have convenient access to an arterial or collector highway,*

Response: The site is on State Highway 128.

*(2) The amount of land designated for limited commercial shall be consistent with population growth projected for the local market area. Only very limited amounts of land are intended for this use outside Urban Service Areas,*

Response: The property is located within the Geyserville Urban Service Area and is already developed with a structure that was formerly occupied by the US Postal Service. The "Limited Commercial" land use amendment and zone change would allow the property to continue to support retail and service uses that serve the community.

*(3) Within the unincorporated communities shown on Figure PF-1 of the Public Facilities and Services Element, lands shall be close to other commercial uses or to local population concentration,*

Response: The property is located at the center of Geyserville and is served by the Geyserville utility district.

(4) *Outside of the above unincorporated communities, clusters of limited commercial uses shall not be permitted*,

Response: The project is in an unincorporated community.

*(5) Lands shall not be located in Scenic Corridors, except within the above unincorporated communities,*

Response: The site is within an unincorporated community.

*(6) In rural areas, lands may be limited to a single parcel and be restricted to that level which that can be served by an individual well and septic system,*

Response: The site is served by public water and sewer.

(*7) Any applicable Land Use Policies for the Planning Area*.

Response: Policy LU-13a includes criteria for approving discretionary projects in "Limited Commercial" zoning districts within the Geyserville Urban Service Area. The proposed General Plan Amendment and Zone Change would permit a variety of "Limited Commercial" uses including the project, with a use permit, provided these uses fulfill the following criteria.

*(1) The use is in keeping with the scale and character of the community.*
*(2) The proposed use specifically serves local area needs or the needs of visitors and tourism.*
*(3) The design of any structure is compatible with the historic architecture of the community.*

| | | | | |
|---|---|---|---|---|
| Response: The proposed use as a market in an existing building would not change the scale and character of Geyserville. A market would serve both local and visitors. No major changes are proposed to the existing structure. This land use designation and zoning will permit a number of economically viable uses of the building and thus help to ensure it is maintained as an important architectural feature within Geyserville. | | | | |
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: Habitat conservation plans and natural community conservation plans are site-specific plans to address effects on sensitive species of plants and animals. The project site is not located in an area subject to a habitat conservation plan or natural community conservation plan. | | | | |

## 11. MINERAL RESOURCES *Would the project:*

| | | | | |
|---|---|---|---|---|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: There is no known mineral resource on the project site. | | | | |
| b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project site is not a mineral resource recovery site. | | | | |

## 12. NOISE *Would the project:*

| | | | | |
|---|---|---|---|---|
| a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project, a market, should not create substantial noise. There will not be events or amplified sound. | | | | |

| | | | | |
|---|---|---|---|---|
| b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project does not include construction activities that could generate ground borne vibration and noise. There are no other activities or uses associated with the project that would expose persons to or generate excessive ground borne vibration or ground borne noise levels. | | | | |
| c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project will not create an increase in noise levels. | | | | |
| d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project will not create an increase in noise levels. | | | | |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The site is not within an airport land use plan as designated by Sonoma County. | | | | |
| f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: There are no known private airstrips within the project area | | | | |

## 13. POPULATION AND HOUSING *Would the project*:

| | | | | |
|---|---|---|---|---|
| a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |

| | | | | |
|---|---|---|---|---|
| example, through extension of roads or other infrastructure)? | | | | x |
| Comment: The project does not include construction of homes or new infrastructure. | | | | |
| b) Displace substantial numbers of existing housing necessitating the construction of replacement housing elsewhere? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: No housing will be displaced by the project. | | | | |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: No people will be displaced by the project. | | | | |

## 14. PUBLIC SERVICES *Would the project:*

| | | | | |
|---|---|---|---|---|
| a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the public services: | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: Construction of the project would not involve substantial adverse physical impacts associated with provision of government facilities and the impact would be less than significant. | | | | |
| i. Fire protection? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The building permit for the change of occupancy will be reviewed by the County Fire Marshal for compliance with Fire Safe Standards, including fire protection methods such as sprinklers, alarm systems, extinguishers and management of flammable or combustible liquids and gases. | | | | |
| ii. Police? | Potentially Significant Impact | Less than Significant with | Less than Significant Impact | No impact |

| | | | | |
|---|---|---|---|---|
| | | Mitigation Incorporation | | |
| | | | | x |
| Comment: The Sonoma County Sheriff will continue to serve this area. There will be no increased need for police protection resulting from the use. | | | | |
| iii. Schools, parks, or other public facilities? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project will not result in a need for additional facilities or impact existing facilities. | | | | |
| iv. Parks? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project will not impact parks. | | | | |
| v. Other public facilities? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project will not impact public facilities. | | | | |

## 15. RECREATION *Would the project*:

| | | | | |
|---|---|---|---|---|
| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The proposed project would not involve activities that would cause or accelerate substantial physical deterioration of parks or recreational facilities. | | | | |
| b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |

| |
|---|
| Comment: The project will not impact recreational facilities. |

## 16. TRANSPORTATION / TRAFFIC *Would the project*:

| | | | | |
|---|---|---|---|---|
| a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | X |
| Comment: The project will not impact circulation systems. | | | | |
| b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | X |
| Comment: The project will not conflict with standards. | | | | |
| c) Result in change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | X |
| Comment: The project would have no effect on air traffic patterns. | | | | |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | X |
| Comment: The project will not cause an increase to hazardous road situations. | | | | |
| e) Result in inadequate emergency access? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | X |

| | | | | |
|---|---|---|---|---|
| Comment: The project site is not served by a driveway and, therefore, will not result in an inadequate emergency access. | | | | |
| f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project will not cause a conflict with such policies, plans or programs. | | | | |

## 17. UTILITIES AND SERVICE SYSTEMS *Would the project*:

| | | | | |
|---|---|---|---|---|
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The site is served by public sewer. | | | | |
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project will not require construction of new water or wastewater treatment facilities. The existing facilities are adequate to serve the use. | | | | |
| c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project will not result in the construction of new storm water drainage facilities | | | | |
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The site is currently served by the public water system in Geyserville. | | | | |

| | | | | |
|---|---|---|---|---|
| e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The public sewer system in Geyserville is adequate to continue serving the site. | | | | |
| f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: Sonoma County has a solid waste management program in place that provides solid waste collection and disposal services for the entire County. The program can accommodate the permitted collection and disposal of the waste that will result from the proposed project. | | | | |

## 18. MANDATORY FINDINGS OF SIGNIFICANCE

| | | | | |
|---|---|---|---|---|
| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: With no expansion to the building, no environmental degradation will occur. | | | | |
| b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No impact |
| | | | | x |
| Comment: The project will not have cumulative impacts. | | | | |
| c) Does the project have environmental effects which will cause substantial adverse | Potentially Significant Impact | Less than Significant with | Less than Significant Impact | No impact |

| | | | | |
|---|---|---|---|---|
| effects on human beings, either directly or indirectly? | | Mitigation Incorporation | | |
| | | | | x |
| Comment: The project will not cause substantial adverse effects. | | | | |

# County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

**Agenda Item Number: 97**
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 25, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Permit and Resource Management Department

**Staff Name and Phone Number:**

Jane Riley 565-7388

**Supervisorial District(s):**

All (X Combining District); Fifth (Rezone and Use Permit)

**Title:** Zoning Text Amendment, Rezoning and Use Permit modification; PLP12-0037

**Recommended Actions:**

Conduct a public hearing and adopt: 1) an Ordinance amending the text of the Zoning Code to add the new "X" combining zone (Mixed Occupancy); 2) an Ordinance rezoning the subject property; and 3) A Resolution adopting a Negative Declaration and approving a rezoning of the subject property to add the new "X" combining zone district and approving modification to the conditions of a previously approved Use Permit. Olmsted Associates, applicant for Merrill Mazza. 14699 -14701 Canyon 7 Road, Rio Nido; APN 070-291-007.

**Executive Summary:**

**Action Requested of the Board of Supervisors:**

The Board is requested to conduct a public hearing to consider the Negative Declaration and Planning Commission recommendation on the proposed Zoning Text Amendment to add a new X (Mixed Occupancy) combining zone to the Zoning Code, a Zone Change to add the new X (Mixed Occupancy) combining zone to the subject site, and a request to modify Condition of Approval No. 29 of a previously approved Use Permit (UPE03-0017) to remove the condition that requires all uses on-site to be transient. At the conclusion of the hearing the Board may adopt the Negative Declaration and approve the Zone Text Amendment, Zone Change, and Modification of Use Permit as recommended by staff and the Planning Commission.

**Location, Zoning and Project Description:**

The applicant's objective is to allow a mix of residential and transient/visitor serving uses on the subject property. The subject property is located at 14701, 14703, 14693, 14695, 14697, and 14699 Canyon 7 Road, Rio Nido; APN 070-291-007; Supervisorial District No. 5. The base zoning is K (Recreational and Visitor Serving Commercial), and a combining zone of F2 (Flood plain Combining District).

The proposed project is a request for: 1) a Zoning Text Amendment to add a new X (Mixed Occupancy)

combining zone to the Zoning Code; 2) a Zone Change to add the new X (Mixed Occupancy) combining zone to the subject site; and 3) modification of the previously approved Use Permit (UPE03-0017) by removing the condition that requires all uses to be transient. There are no physical changes to the site.

**Prior Board Actions:**

None.

**Strategic Plan Alignment** Goal 2: Economic and Environmental Stewardship

The project supports Strategic Plan Goal 1 (Safe, Healthy & Caring Community) by increasing housing opportunities near jobs, and Strategic Plan Goal 2 (Economic and Environmental Stewardship) by assisting owners of transient/visitor-serving properties with provisions for flexibility in rental terms.

**Fiscal Summary - FY 12-13**

| **Expenditures** | | **Funding Source(s)** | |
|---|---|---|---|
| Budgeted Amount | $ | | $ |
| Add Appropriations Reqd. | $ | State/Federal | $ |
| | $ | Fees/Other | $ |
| | $ | Use of Fund Balance | $ |
| | $ | Contingencies | $ |
| | $ | | $ |
| **Total Expenditure** | **$** | **Total Sources** | **$** |

**Narrative Explanation of Fiscal Impacts (If Required):**

**Staffing Impacts**

| **Position Title** (Payroll Classification) | **Monthly Salary Range** (A – I Step) | **Additions** (Number) | **Deletions** (Number) |
|---|---|---|---|
| | | | |
| | | | |

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Board of Supervisors Memo
EXHIBIT A: Draft Board of Supervisors Resolution and Conditions of Approval

| | |
|---|---|
| EXHIBIT B: | Draft Text Amendment to the Zoning Code |
| EXHIBIT C: | Draft Ordinance and Sectional District Map |
| EXHIBIT D: | Vicinity Map |
| EXHIBIT E: | Planning Commission Resolutions No. 13-008 and 13-009 |
| EXHIBIT F: | Planning Commission Staff Report dated June 6, 2013 |
| EXHIBIT G: | Negative Declaration |

**Related Items "On File" with the Clerk of the Board:**

None.

# COUNTY OF SONOMA
## PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103


**DATE:** June 25, 2013 at 2:10 p.m.

**TO:** Board of Supervisors

**FROM:** Jane Riley, Project Planner

**SUBJECT:** Hearing to consider a Zone Text Amendment, Zone Change, and Modification of Use Permit; Application No. PLP12-0037; Olmsted and Associates, applicant, for owner Merrill Mazza; Supervisorial District No. 5.

**Action Requested of the Board of Supervisors:**

The Board is requested to conduct a public hearing to consider the Negative Declaration and Planning Commission recommendation on the proposed Zoning Text Amendment to add a new X (Mixed Occupancy) combining zone to the Zoning Code, a Zone Change to add the new X (Mixed Occupancy) combining zone to the subject site, and a request to modify Condition of Approval No. 29 of a previously approved Use Permit (UPE03-0017) to remove the condition that requires all uses to be transient. At the conclusion of the hearing the Board may adopt the Negative Declaration and approve the Zone Text Amendment, Zone Change, and Modification of Use Permit as recommended by staff and the Planning Commission.

**Prior Actions:**

On June 6, 2013, the Planning Commission, with a 5-0 vote, recommended that the Board of Supervisors approve the request by Olmsted and Associates, applicant for owner Merrill Mazza, for a Zone Text Amendment, Zone Change, and Modification of Use Permit. There were two Planning Commission motions and votes on the project, including a 5-0 vote on the adoption of the Negative Declaration and the Zone Text Amendment, as modified to allow the "X" to be combined with the K (Recreation and Visitor Serving Commercial) Zone only, and the Zone Change to apply the new X Zone to the subject site; and a 4-1 vote to allow the modified Use Permit by removing the condition of approval that requires all uses to be transient.

**Location, Zoning and Project Description:**

The applicant's objective is to allow a mix of residential and transient/visitor serving uses on the subject property located at 14701, 14703, 14693, 14695, 14697, and 14699 Canyon 7 Road, Rio Nido; APN 070-291-007; Supervisorial District No. 5. The base zoning is K (Recreational and Visitor Serving Commercial), and a combining zone of F2 (Flood plain Combining District).

The proposed project is a request for: 1) a Zoning Text Amendment to add a new X (Mixed Occupancy) combining zone to the Zoning Code; 2) a Zone Change to add the new X (Mixed Occupancy) combining zone to the subject site; and 3) modification of the previously approved Use Permit (UPE03-0017) to remove the condition that requires all uses on-site to be transient. There will be no physical changes to the site.

## ISSUES DISCUSSED AT THE PLANNING COMMISSION HEARING

**Issue #1:** Adoption of the "X" Combining Zone

The purpose of the "K" Recreation and Visitor-Serving Commercial Zoning District is "to encourage a compatible blend of recreation and tourist-commercial uses in such a way as to perpetuate Sonoma County's recreational resources." Prior to the adoption of GP2020, permanent residences were excluded from the "K" by both the General Plan and Zoning so that these sites could be preserved for transient and visitor-serving commercial uses. Preserving these K sites for such uses was important to prevent erosion of the tax base from TOT (Transient Occupancy Tax) revenues.

The 2002 Housing Element contained a program to evaluate K-zoned sites in the Russian River area to determine their suitability for long-term occupancy as SRO (Single Room Occupancy) units. That analysis concluded that only a small number of K zoned sites would be suitable for year-round housing because a portion of the units on many on these sites were subject to repetitive flood losses. The program was dropped from the 2009 Housing Element, but the need to find creative solutions for these sites being used as permanent housing remains. Changes were made in the 2020 General Plan which began to address this need. The General Plan policy for lands within the Recreation and Visitor-Serving Commercial land use category now contains language allowing transient/visitor serving and residential uses.

The Planning Commission considered the proposed "X" Mixed Occupancy Combining Zone to allow both visitor-serving transient occupancy and long-term occupancy (residential use) in the K (Recreation and Visitor-Serving Commercial), LC (Limited Commercial), C2 (Retail and Services) and PC (Planned Community) Zones. The Commission supported finding a creative solution such as the proposed "X" Zone for "K" properties, but expressed concern that it may not be the best solution for commercial (LC and C2) properties or PC (Planned Community) properties. Properties within these Zoning Districts have different characteristics, and may need different solutions. More analysis would be helpful before the X Zone is approved to be combined with these zones.

Resolution

The Planning Commission agreed on a 5-0 vote to recommend that the Board adopt the new "X" Mixed Occupancy combining zone to allow a mix transient/visitor serving and residential uses on individual project sites where it is appropriate, but to only allow it to be applied to properties with a base zoning District of "K" at this time. Further analysis can be done in the future to determine if it should also be applicable to the LC, C2 and PC Zones. This effort would be undertaken as a part of Phase 2 of the Development Code Update, or could be added to the Special Projects work plan at the direction of the Board.

Further Discussion & Options for Action. Following the Planning Commission hearing, a member of the public indicated that she would request that the Board of Supervisors adopt the "X" Combining Zone as originally recommended by staff. Options for action are therefore provided below:

**Option 1**: Adopt as recommended by the Planning Commission, allowing the "X" Combining Zone to be applied to K-zoned properties only.

**Option 2**: Adopt as originally recommended by staff, allowing the "X" Combining Zone to be applied to K, LC, C2 and PC (commercial) zones.

**Option 3**: Adopt the "X" Combining Zone to be applied to K and C2 zoned properties only, where transient commercial uses such as hotels, motels and lodges are already allowed subject to the granting of a Use Permit. Do not allow to be combined with the PC (Planned Community) Zone or LC (Limited Commercial) Zones at this time.

**Issue #2**: Potential for Loss of Permanent Housing Stock to Visitor-Serving Uses

The Commission expressed concern that adoption of the changes may result in a loss of permanent housing, and that in particular, long-term tenants might be forced to move out in order to make way for the more profitable transient rentals during the peak season.

Resolution

Staff clarified that the X Combining Zone could not be applied to properties under a long-term affordability agreement or to residentially-zoned properties, and recommended some changes to the text language to make this distinction clear. It was also noted that the "K" Zone is a commercial zone that does not currently allow residential uses, and that this action could increase housing opportunities, even if only seasonally. The Commission agreed with this change on a 5-0 vote. The Commission also agreed to add a condition to the Use Permit for the subject site to require the lease agreement to include a disclosure to residential tenants about the potential for limited term occupancy and future transient use.

**Issue #3**: Potential for Loss of K Zoned Sites to Residential Use

The Planning Commission discussed the potential for long-term residential uses to change the character of visitor-serving areas, a potential misuse of these "K" Zoned sites and the resultant erosion of the TOT (Transient Occupancy Tax) base. Commissioners debated whether they should amend the X Zone text to require a minimum portion of the site to remain in visitor-serving uses, or to leave the code language more flexible and apply conditions on a case-by-case basis. While the Commission agreed unanimously with the need to provide flexibility for owners of "K" properties, there was no clear agreement as to how much of a K site should remain in a visitor-serving use.

Resolution

The subject property is comprised of 3 separate lots with a duplex on each lot. While it is possible to require that one unit on each lot remain visitor-serving, the Commission determined on a 4-1 vote that it was not necessary to mandate a minimum number of units that should remain "transient."

**List of Attachments:**

EXHIBIT A: Draft Board of Supervisors Resolution and Conditions of Approval
EXHIBIT B: Draft Text Amendment to the Zoning Code
EXHIBIT C: Draft Ordinance and Sectional District Map
EXHIBIT D: Vicinity Map
EXHIBIT E: Planning Commission Resolutions No. 13-008 and 13-009
EXHIBIT F: Planning Commission Staff Report dated June 6, 2013
EXHIBIT G: Negative Declaration

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**On File with the Clerk:** None.

**Exhibit "A"**
**Conditions of Approval**

| | | | |
|---|---|---|---|
| **Date:** | June 25, 2013 | **File No.:** | PLP12-0037 |
| **Applicant:** | Merrill Mazza | **APN:** | 070-291-007 |
| **Address:** | 14701, 14703, 14693, 14695, 14697, and 14699 Canyon 7 Road, Rio Nido | | |

**Project Description:** Modification of Condition No. 29 for the previously approved Use Permit (UPE03-0017) to construct one duplex for transient occupancy on each of three separate and contiguous parcels identified as APN 070-291-007.

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**BUILDING:**

1. The applicant shall apply for and obtain building related permits from the Permit and Resource Management Department (PRMD). The necessary applications appear to be, but may not be limited to, site review, building permit, and grading permit.

**HEALTH:**

"The conditions below have been satisfied" BY _____ DATE _____

2. Connection shall be made to public sewer and water. Prior to building permit issuance the applicant shall submit a "will serve" letter for water and sewer to Project Review Health to verify compliance, except for a connection to a County operated sewer system where clearance for the sewer will come from the Sanitation Section of PRMD.

   Condition Compliance: This condition shall not be signed off until the requested "will serve" letter is received by the Project Review Health Specialist.

3. Prior to building permit issuance the applicant shall abandoPRMD. If none are known or discovered, this shall be so stated in written correspondence to Project Review Health Specialist of PRMD describing the precise level of research and field review done to determine that none exist.

   Condition Compliance: This condition shall not be signed off until the Project Review Health Specialist receives a copy of the "finaled" abandonment permit, or a letter stating that no septic tanks were found.

4. Prior to building permit issuance, the applicant shall submit a design for trash enclosures and recycling areas for review and approval to the Division of Environmental Health. (Fees may apply.)

   Condition Compliance: This condition shall not be signed off until the Project Review Health Specialist has received a copy of an approval letter from the Solid Waste Section of the Division of Environmental Health.

5. A safe, potable water supply shall be provided and maintained.

6. Noise shall be controlled in accordance with the standards set in the Noise Element of the Sonoma County General Plan.

**TRANSPORTATION AND PUBLIC WORKS:**

"The conditions below have been satisfied" BY _____ DATE _____

7. The developer shall offer right-of-way to the County of Sonoma, free of encumbrances, and of sufficient width:

a. As necessary to create public right-of-way that is located one (1) foot behind the standard curb and gutter required below for the full length of the property's frontage on Canyon 7 Road. This condition shall be void if the existing right-of-way meets or exceeds the minimum requirement(s) described above.

b. To contain all public drainage facilities.

8. The public right-of-way described above shall be widened as necessary to contain the improvements required by this approval, such as cuts and fills necessary to construct these facilities.

9. Right-of-way shall be dedicated using a Grant Deed. The developer shall have prepared a Grant Deed, together with the required descriptions and shall submit them to the County Surveyor for review and approval. A copy of the recorded Grant Deed shall be submitted to the Land Development Section of PRMD prior to clearance of these conditions.

10. The developer shall construct or install improvements described as follows:

Supplement the width of Canyon 7 Road on the developer's side to create the improved roadway described below. The improvements shall extend for the full frontage of the developer's property. The road width shall be measured from the existing roadway centerline to the new face of curb and shall include:

1) One (1) ten (10) foot wide paved travel lane(s).

2) One standard two (2) foot wide concrete curb and gutter on applicant's side of the road. Note: The two (2) foot wide gutter pan shall not be considered part of the travel lane.

The improvements may vary depending upon the location and condition of the existing improvements. Depending on the existing conditions, the improvements may consist of widening, reconstruction, overlay, etc, all as necessary to create the required widths and structural section(s).

11. The structural section of all road improvements shall be designed using a soils investigation which provides the basement soil's R value and Expansion Pressure test results. A copy of the soils report shall also be submitted with the first set of improvement plan check prints. The Traffic Index (TI) to be used for the pavement design of Canyon 7 Road is 7.0.

12. The developer shall have designed and constructed storm drainage facilities in accordance with Sonoma County Water Agency design standards. Drainage facilities shall be reviewed and cleared by the Grading and Storm Water Section of PRMD.

13. To allow for the smooth and safe movement of passenger vehicles entering and exiting the public road that provides access to the property, entry to the public road shall conform to AASHTO standards. More specifically, the developer shall construct a ramp-type driveway approach with a throat width of at least 18 feet. The curb opening necessary to accommodate the curb face transition shall extend three (3) beyond the throat width, on both sides of the driveway. The driveways shall be perpendicular to the public roadway. The minimum sight distance for vehicles entering and exiting the driveway shall be in accordance with AASHTO requirements for the actual speed traveled on the public road servicing the property. The developer shall surface the entry with asphaltic pavement between the edge of the existing pavement and the right-of-way line or a minimum distance of 20 feet, whichever is greater. The driveway improvements shall be in place before occupancy or commencement of the new activity.

14. The developer shall install:

    a. Traffic control devices as required by the Department of Transportation and Public Works, including items such as traffic signs, roadway striping, pavement markers, etc.

    b. Traffic barricade(s) placed at an angle, where road pavement narrows to create a tapered transition to the existing narrower section of pavement, as required by the Department of Transportation and Public Works.

    c. Signing indicating that no vehicle parking will be permitted along Canyon Seven Road.

15. An Erosion Control Plan (winterization plan) shall be prepared for the site and submitted as part of the Improvement Plans. Erosion control measures shall be installed as described in the Erosion Control Plan.

16. All improvements shall be constructed in accordance with the Department of Transportation and Public Works Road policy.

17. Developer shall employ a Registered Civil Engineer, licensed in the State of California, to develop plans for the required improvements. The scale of these improvement plans shall be a minimum 1 inch equals 40 feet, and shall be submitted on 24 inch by 36 inch sheets for review. The Plans shall include roadway cross-sections, at a maximum interval between cross-sections of 50 feet.

18. Plan checking fees and Inspection fees, including those involving off-site frontage improvements, shall be paid to PRMD, prior to signature of the Improvement Plans by the Director of the Department of Transportation and Public Works.

19. Prior to issuance of any building permit which results from approval of this application, a development fee (Traffic Mitigation Fee) shall be paid to the County of Sonoma, as required by Section 26, Article 98 of the Sonoma County Code.

20. The developer shall submit Improvement Plans for all required improvements to PRMD for review and approval. Prior to the issuance of any Grading, Building or Encroachment permits, the Improvement Plans shall be signed by the Director of the Department of Transportation and Public Works.

21. Prior to construction of any improvements that are to be made within County road right-of-way, the developer must obtain an Encroachment Permit from PRMD.

22. The developer shall complete construction of all the required public improvements or enter into an Improvement Agreement and post acceptable security with the County of Sonoma, agreeing to complete the required construction within the 24 month period following the approval of the Application for this project. Included in this Improvement Agreement shall be a requirement that the developer enter into an Improvement Maintenance Agreement and post security with the County of Sonoma, to guarantee the improvements for a period of one (1 year) after acceptance of the improvements as being complete by the County.

23. Advisory Note: The Sonoma County Department of Transportation and Public Works may modify these conditions if the Applicant can demonstrate that the conditions are infeasible due to unforeseen field constraints or lack of property rights, and that the goals of these conditions can be safely achieved in some other manner. However, the threshold for any modification is high, and therefore modification of conditions is not common. Please note that the full costs for any such modification shall be borne by the applicant. These costs may include but not be limited to payment to PRMD to offset the cost of a new public hearing and additional design expense.

**GRADING AND STORM WATER:**

"The conditions below have been satisfied" BY _____ DATE _____

24. Drainage improvements shall be designed by a civil engineer in accordance with the Water Agency Flood Control Design Criteria, for approval by the Grading and Storm Water Section of PRMD, and shall be shown on the improvement drawings.

25. The engineer shall include a site grading plan, and an erosion control plan as part of the required improvement drawings. The plans shall include all pertinent details, notes, and specifications.

26. The site is affected by flooding from the Russian River. The 100-year flood elevation is 61 feet above mean sea level. A minimum floor elevation of 62 feet above mean sea level is required.

**PUBLIC WATER AND SANITATION:**

"The conditions below have been satisfied" BY _____ DATE _____

27. Prior to obtaining any building permits, including "Foundation Only," the applicant shall pay all sewer fees per Russian River County Sanitation District ordinances for inspection of sewer work. Annual Sewer Service charges and connection of the duplexes to the sewer system. A Sewer Completion Certificate is required prior to occupancy.

28. Should the applicant choose to install three (3) new laterals to serve the proposed duplexes rather than the three (3) existing sewer laterals located within the County's right-of-way on Canyon 7 Road, the applicant shall obtain sewer construction permits and Encroachment Permits from PRMD prior to starting any sewer construction work. Any connection made to a main line sewer shall be performed by the Sonoma County Water Agency, and the applicant's contractor shall schedule these main line connections through the PRMD Sewer Inspector (707) 565-3691.

**PLANNING:**

"The conditions below have been satisfied" BY _____ DATE _____

29. ~~This Use Permit allows the construction of one duplex on each of three separate contiguous parcels for transient occupancy not to exceed thirty (30) consecutive calendar days~~. This project shall be implemented in conformance with the proposal statement dated January 21, 2004, the site plan dated September 11, 2003, and as modified by these conditions and the Staff Report for PLP12-0037 dated June 6, 2013.

30. The owner shall be required to register with the auditors office for payment of transient occupancy taxes prior to issuance of building permits.

31. The applicant shall pay all applicable development fees prior to issuance of building permits.

32. Development on this parcel is subject to the Sonoma County Fire Safe Standards and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building site(s), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District.

33. The owners of the three duplex lots shall maintain a minimum of 10 parking spaces. This requirement shall be included in a shared parking agreement to be recorded for each parcel, subject to prior review and approval by Project Review staff.

34. The applicant shall include all Conditions of Approval on a separate sheet(s) of plan sets to be submitted for building and grading permit applications.

35. An arborist shall review and approve the final construction plans for the project. All tree preservation recommendations contained within the project arborist report, prepared by Horticultural Associates dated March 12, 2003, shall be implemented during each phase of development. These need to be on construction drawings for grading. The arborist shall monitor the tree preservation plan during grading and construction improvements.

36. A screen shall be constructed on/adjacent to the kitchen windows of Units A1 and A2 to protect the privacy of the Burden residence on the next parcel.

37. Prior to issuance of the Use Permit certificate, the applicant shall register with the tax collector for a transient occupancy use. Transient Occupancy Tax shall be paid to the Sonoma County Tax collector consistent with requirements of the Transient Occupancy Tax requirements.

38. This permit is not vested until a Use Permit certificate is issued by PRMD.

39. Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of PRMD or the Planning Commission/Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified Use Permit and additional environmental review.

40. This permit shall be subject to revocation or modification by the Board of Zoning Adjustments or Planning Commission: (a) the Board finds that there has been noncompliance with any of the conditions; or (b) the Board finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

    In any case where a Use Permit has not been used within two (2) year after the date of the granting thereof, or for such additional period as may be specified in the permit, such permit shall become automatically void and of no further effect, provided however, that upon written request by the applicant prior to the expiration of the two year period the permit approval may be extended for not more than one (1) year by the authority which granted the original permit pursuant to Section 26-92-130 of the Sonoma County Code.

41. Lease agreements with residential tenants shall include a disclosure informing residents of the potential for transient use of their units and a resulting change in lease terms. Tenants shall be afforded all protections and noticing required by the law.

# County of Sonoma
State of California

Item Number:
Date: June 25, 2013 Resolution Number:

PLP12-0037 Jane Riley

☐ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Adopting A Negative Declaration; And Approving A Rezone Of The Subject Property To Add The X Combining Zone, And A Modification Of The Conditions Of Approval As Requested By Merrill Mazza, For Property Located At 14701, 14703, 14693, 14695, 14697, And 14699 Canyon 7 Road, Rio Nido; APN 070-291-007.**

**Whereas,** the applicant, Merrill Mazza, filed an application with the Sonoma County Permit and Resource Management Department requesting a Rezone of the subject property to add the X (Mixed Occupancy) combining district, and a modification of Condition of Approval No. 29 of a previously approved Use Permit (UPE03-0017) to allow for both residential and transient occupancy uses of the six existing units on this 0.4 acre parcel located at 14701, 14703, 14693, 14695, 14697, and 14699 Canyon 7 Road, Rio Nido; APN 070-291-007; Supervisorial District No. 5; and

**Whereas,** a Negative Declaration was prepared and posted for the proposed project in accordance with the appropriate law and guidelines; and

**Whereas,** on June 6, 2013 the Planning Commission held a duly noticed public hearing and, after considering the application materials, staff report, testimony from the applicant and all public comments, did adopt the Negative Declaration and recommend approval of a Zoning text Amendment to add the X Combining Zone on a 5-0 vote; and,

**Whereas,** on June 6, 2013 the Planning Commission following their public hearing, did approve the request for a Rezone of the subject property and modification of the use permit conditions of approval on a 4-1 vote; and,

**Whereas,** in accordance with the provisions of law, the Board of Supervisors held a public hearing on June 26, 2013, at which time all interested persons were given an opportunity to be heard.

**Whereas,** the Board of Supervisors makes the following findings:

1. Based upon the information contained in the Initial Study included in the project file, it has been determined that there will be no

significant environmental effect resulting from this project. The Negative Declaration has been completed in compliance with CEQA State and County guidelines, and the information contained therein has been reviewed and considered.

2. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The particular circumstance in this case is that all previous conditions of approval shall remain in full force and effect, with the exception of the modification of Condition No. 29 to allow both long-term and transient occupancy, and the addition of a new Condition #41 to require that all lease agreements for residential tenants provide notification of the potential for transient occupancy.

**Now, Therefore, Be It Resolved** that the Board of Supervisors adopts the Negative Declaration. The Board of Supervisors certifies that the Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA guidelines, and finds that the Negative Declaration reflects the independent judgment of the Board of Supervisors.

**Be It Further Resolved,** that the Board of Supervisors approves the requested Zone Change, and a modification of the previously approved Use Permit (UPE03-0017) to allow occupancy of longer than 30 days and to require tenant notification.

**Be It Further Resolved** that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

**Supervisors:**

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

**ORDINANCE NO._____**

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ADDING A NEW "X" COMBINING ZONE TO CHAPTER 26 OF THE SONOMA COUNTY ZONING CODE TO ALLOW RESIDENTIAL OCCUPANCIES AND TRANSIENT/VISITOR SERVING USES

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

**Section I.** The Board finds and declares that the adoption of this Ordinance is necessary and appropriate, and finds that the facts supporting the adoption of this Ordinance are as follows:

1. There exists a need in certain areas within Sonoma County to allow both long-and short-term occupancies of property such that both residential and visitor-serving uses can occupy the same project site at different times of year.

2. The adoption of this ordinance is consistent with the Sonoma County General Plan because the addition to the Recreation and Visitor-Serving Policy within the Land Use Element adopted in 2008 reflects new allowances for "mixed" residential and visitor-serving uses on the same parcel where compatibility can be clearly demonstrated. The General Plan Purpose Statements for the General Commercial, Limited Commercial, and Planned Community Zone Districts also allow for a mix of uses where appropriate and compatible.

3. Based upon the information contained in the Initial Study dated April 22, 2013 and included in the project file, it has been determined that there will be no significant environmental effect resulting from this project, and a Negative Declaration has been prepared. The Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines, and reflects the independent judgment and analysis of the Board.

**Section II:** Chapter 26, Zoning, of the Sonoma County Code is amended to add a new Article 77, to read as follows:

**ARTICLE 77 X MIXED OCCUPANCY COMBINING ZONE**

**26.77.005 - Purpose.** The purpose of the X Combining Zone is to provide flexibility in types and terms of occupancy *for residential units on lands zoned for Recreation and Visitor-Serving uses. The X Zone may be applied where surrounding uses or zoning are compatible with uses allowed in the X Combining Zone.* ~~on designated commercial, recreational, and residential properties. The X Combining Zone may be applied where both the use allowed by the base zone and the use allowed by the X Combining Zone are desired and compatible~~.

**26.77.010 – ~~Designation Criteria~~**. ***Applicability***. The X Combining Zone may be applied to the following Base Zone Districts:

Recreation and Visitor-Serving Commercial (K)
~~Limited Commercial (LC)~~

~~Retail and Services (C2)~~
~~Planned Community (PC)~~

**26.77.015 – Designation Prohibited**. The X Combining Zone may not be applied to any property or residential unit protected under a long-term affordability agreement, or ~~in such a manner as to cause a loss of permanent housing units in favor of visitor-serving uses.~~ *To properties zoned for residential use.* The X Zone may also not be applied when a rezone to a different base zone would better reflect the proposed land use or the project objectives.

**26.77.020 - Uses Permitted with a Use Permit**. *In addition to the u*ses permitted ~~within the X Combining Zone are the same as those permitted~~ within the ~~underlying~~ *base* Zone District, ~~Additionally,~~ the following uses may be permitted subject to the granting of a use permit:

(a) Single Room Occupancy (SRO) facilities, subject to the standards in 26-88-125.

(b) Mixed Occupancies. Residential uses such as condominiums with mixed lengths of occupancy, time shares, stock cooperatives, resorts, extended stay hotels, and similar projects where a mix of transient and long-term occupancies are desired.

**26.77.030 - Development Standards**.

(a) Development standards shall be the same as those of the underlying Zone District.

(b) No new development shall be allowed within the F1 Flood Way, other than seasonal camping.

(c) Development within the F2 Flood Plain shall conform to Chapter 7B of the Sonoma County Code.

(d) Development and conversions of existing structures shall be subject to applicable accessibility requirements, as determined by the Building Official.

**Section III.** The Board of Supervisors hereby adopts the Negative Declaration and certifies that the Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines. The Board of Supervisors finds and declares that the Negative Declaration reflects the independent judgment and analysis of the Board.

**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 the date of its passage and shall be published once before the expiration of fifteen (15) days after passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California.

In Regular Session of the Board Supervisors of the County of Sonoma, passed and adopted this ____ day of _____, 2013, on a regular roll call of the members of said Board by the following vote:

SUPERVISORS:

| | | | | |
|---|---|---|---|---|
| Gorin: | Zane: | McGuire: | Carrillo: | Rabbitt: |
| Ayes: | Noes: | Absent: | Abstain: | |

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

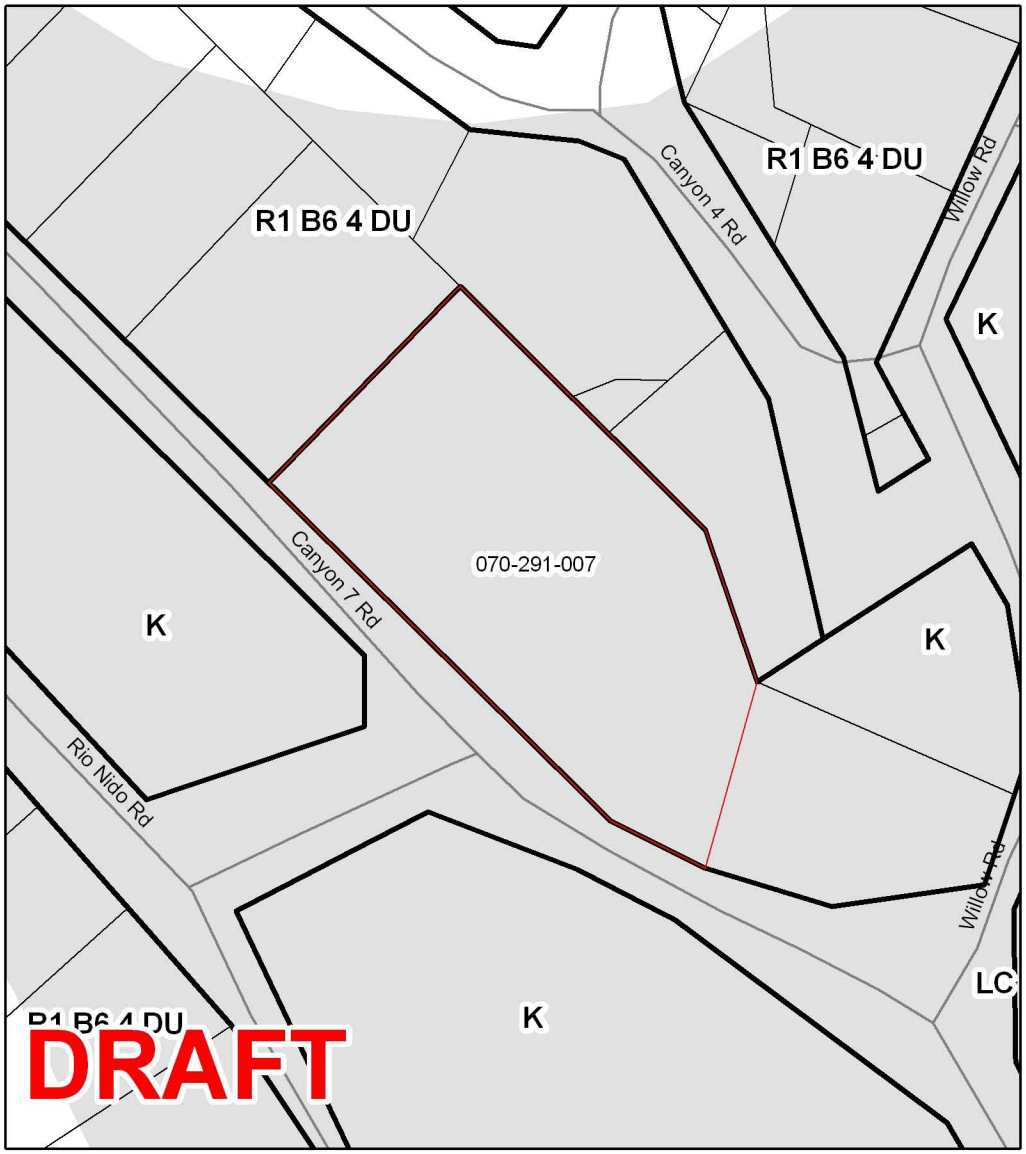
SO ORDERED

_____
Chair, Board of Supervisors
County of Sonoma

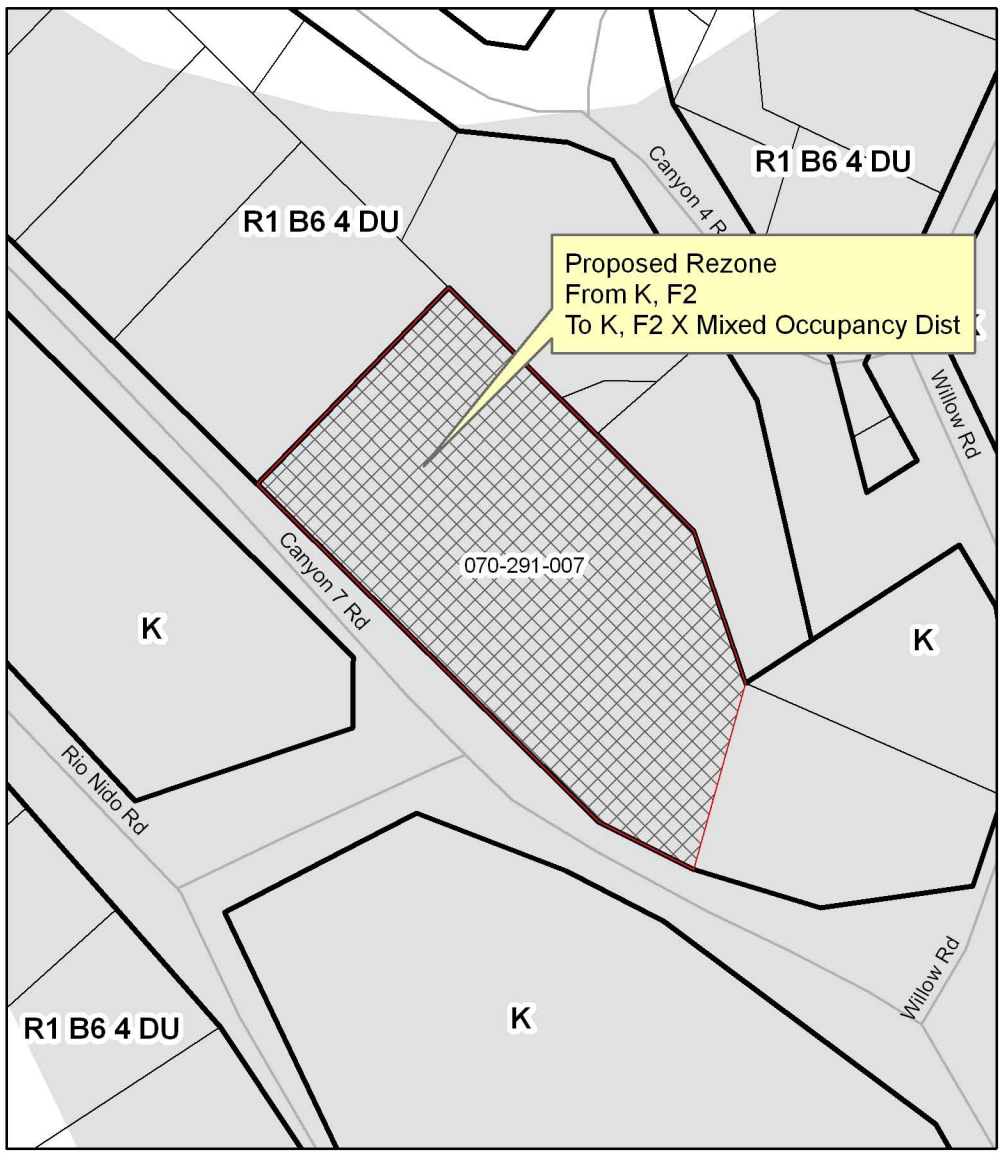
ATTEST:

_____
Veronica A. Ferguson
Clerk of the Board of Supervisors

# Existing Zoning




# Proposed Zoning




**Base Map Data**

- Proposed Rezone
- Basezoning by Area
- Highways
- Intermittent Stream
- Perennial Stream

**Zoning Combining Districts**

- LU Policy
- AH Affordable Housing
- HD Historic District
- BR Biotic Resource
- SD Scenic Design
- SR Scenic Resource
- VOH Valley Oak Habitat
- MR Mineral Resource
- G Geologic Hazard
- F2 Floodplain
- F1 Floodway
- X Mixed Occupancy District

0 35 70 Feet

1 inch = 70 feet

FILE: PLP 12-0037
AP #: 070-291-007
Ordinance No.
Sectional District Map No.

Permit and Resource Management Department
Project Review Section
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1965 Fax (707) 565-1103

Author: PRMD Cartography: D. Reinier File No: S:\GIS-DATA\PRMD_BASE\PRMD Department Projects\Project Review\Ordinance Mosaic\ORDNC\By File No\plp12-0037.mxd Date: 04/23/2013

# ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING DATABASE OF THE COUNTY OF SONOMA, ADOPTED BY REFERENCE BY SECTION 26-02-110 OF THE SONOMA COUNTY CODE, BY RECLASSIFYING CERTAIN REAL PROPERTY FROM K (RECREATIONAL AND VISITOR SERVING COMMERCIAL), F2 (FLOOD PLAIN COMBINING DISTRICT) DISTRICT TO THE K (RECREATIONAL AND VISITOR SERVING COMMERCIAL), X (MIXED OCCUPANCY), F2 (FLOOD PLAIN COMBINING DISTRICT) FOR 0.4 ACRES LOCATED AT 14703, 14693, 14695, 14697, AND 14699 CANYON ROAD, RIO NIDO; APN 070-391-007.

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I: The Official Zoning Database (OZD) of the County, adopted by reference by Section 26-02-110 of the Sonoma County Code, is amended by reclassifying the following real property from the K (Recreational and Visitor Serving Commercial), F2 (Flood plain Combining District) district to the K (Recreational and Visitor Serving Commercial), X (Mixed Occupancy), F2 (Flood plain Combining District), or other appropriate district for 0.4 acres located on Canyon 7 Road near its intersection with Willow Road, also known as 14701, 14703, 14693, 14695, 14697, and 14699 Canyon 7 Road, Rio Nido; APN 070-291-007. File No. PLP12-0037. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No. _____.

SECTION II: Based upon the information contained in the Initial Study dated April 22, 2013 and included in the project file, it has been determined that there will be no physical changes and no significant environmental effect resulting from this project, and a Negative Declaration has been prepared. The Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines, and reflects the independent judgment and analysis of the Board.

SECTION III: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION IV: This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted this _____ day of _____, 2013, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: McGuire: Carrillo: Zane: Rabbitt:

Ayes: Noes: Absent: Abstain:

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

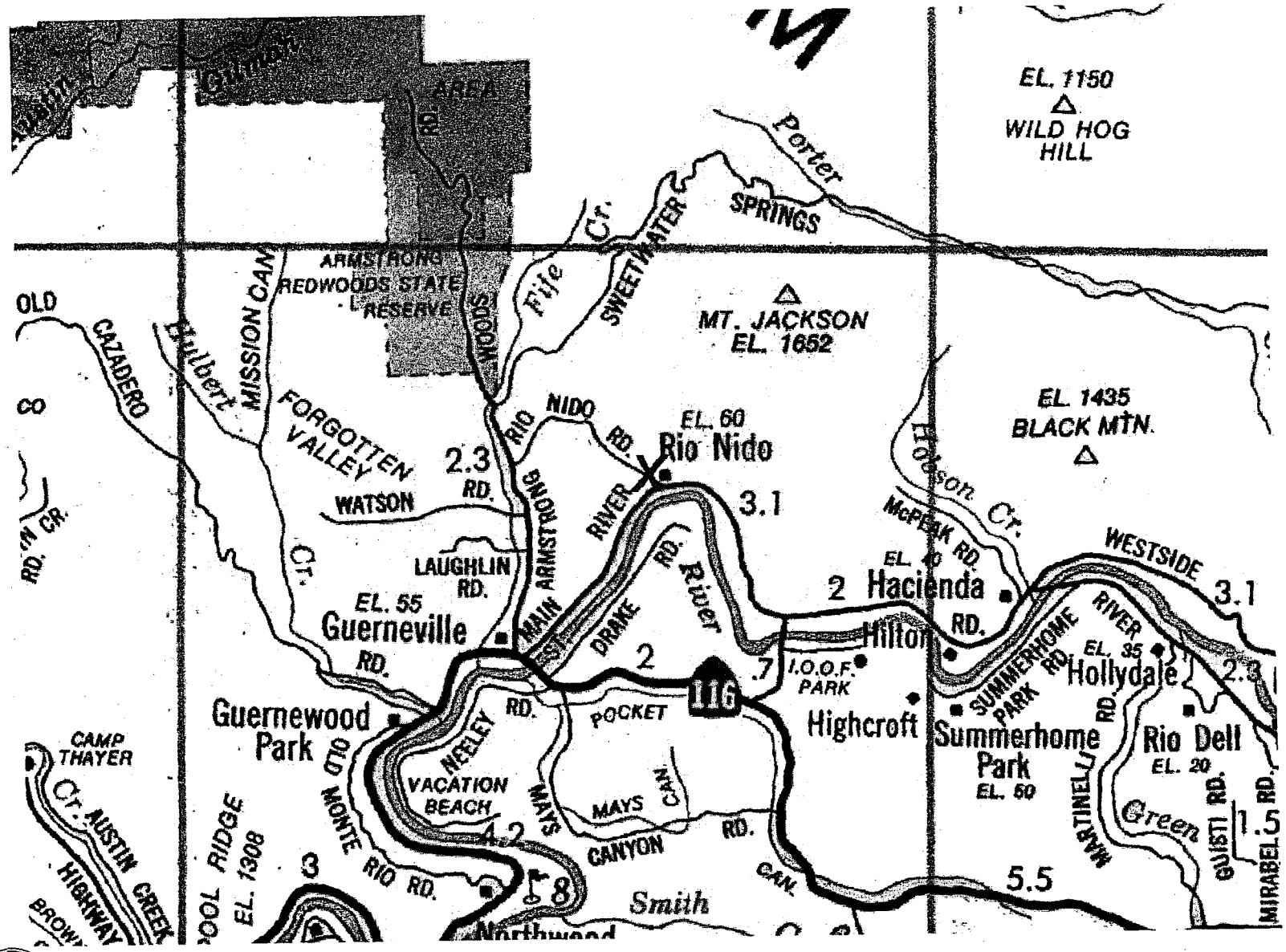
SO ORDERED

_____
Chair, Board of Supervisors
County of Sonoma

ATTEST:

_____
Veronica A. Ferguson
Clerk of the Board of Supervisors

# Vicinity Map




PRMD

Activity # PLP12-0037

EXHIBIT D

Resolution Number 13-008

County of Sonoma
Santa Rosa, California

June 6, 2013
PLP12-0037 Jane Riley

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING TO THE BOARD OF SUPERVISORS ADOPTION OF A NEGATIVE DECLARATION AND ADOPTION THE ZONING TEXT AMENDMENT TO ADD THE NEW "X" COMBINING ZONE

WHEREAS, the applicant, Merrill Mazda, filed an application with the Sonoma County Permit and Resource Management Department to request to amend the text of Zoning Code to create a new X (Mixed Occupancy) combining zone; all Supervisorial Districts; and

WHEREAS, a Negative Declaration was prepared and posted for the proposed project in accordance with the appropriate law and guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on June 6, 2013, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission recommends that the Board of Supervisors adopt the Negative Declaration. The Planning Commission certifies that the Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA guidelines, and finds that the Negative Declaration reflects the independent judgment of the Planning Commission.

BE IT FURTHER RESOLVED, that the Planning Commission recommends that the Board of Supervisors approve the requested Text Amendment to the Zoning Code to add the X Combining Zone.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner Davis, who moved its adoption, seconded by Commissioner Cook, and adopted on roll call by the following vote:

| | |
|---|---|
| Commissioner Carr | Aye |
| Commissioner Montoya | Aye |
| Commissioner Cook | Aye |
| Commissioner Davis | Aye |
| Commissioner Liles | Aye |

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

WHEREUPON, the Chair declared the above and foregoing resolution duly adopted; and

SO ORDERED.

# *Sonoma County Planning Commission*
# *STAFF REPORT*

**Sonoma County Permit and Resource Management Department**
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

**FILE:** PLP12-0037
**DATE:** June 6, 2013
**TIME:** 1:05 p.m.
**STAFF:** Jane Riley, Project Planner

**Board of Supervisors Hearing will be held on June 25, 2013 at 2:10 p.m.**

## SUMMARY

| | |
|---|---|
| **Applicant:** | Jim Olmsted and Associates |
| **Owner:** | Merrill Mazza |
| **Location:** | 14701, 14703, 14693, 14695, 14697, and 14699 Canyon 7 Road, Rio Nido<br>APN: 070-291-007 Supervisorial District No.: 5 |
| **Subject:** | Zone Text Amendment, Zone Change, and Modification of Use Permit. |
| **PROPOSAL:** | Request to add a new "X" (Mixed Occupancy) combining district to the Zoning Code to allow mixed occupancies on a case-by-case basis only where appropriate. Request to rezone the subject property to apply the new "X" (Mixed Occupancy) combining district. Request to allow six existing units on a 0.4 acre parcel to be used as both permanent and transient residential uses by removing existing Use Permit condition limiting tenancy to transient. |
| **Environmental Determination:** | Negative Declaration |
| **General Plan:** | Recreation and Visitor Serving Commercial |
| **Ord. Reference:** | 26-42-020 |
| **Zoning:** | K (Recreation and Visitor Serving Commercial), F2 (Flood Plain Combining District) |
| **Application Complete for Processing:** | April 18, 2013 |
| **RECOMMENDATION:** | Recommend that the Planning Commission recommend to the Board of Supervisors approval of Zone Text Amendment, Zone Change, and Use Permit modification. |

## ANALYSIS

### Background:

The subject property was formerly known as the Balalaika Cottages Resort and included 12 units, including 10 cabins and a two-unit, two-storied building. During the 1980s, the visitor-serving "cabin" uses had been converted to residential use and rented on a month-to-month (non-transient) basis. Up until 1993, the K (Recreation and Visitor Serving) zone district allowed "single family dwellings, multi-family dwellings, and dwelling groups" as a permitted use. In 1993, Ordinance No. 4643 was adopted to implement many provisions of the 1989 General Plan. One of those implemented the 1989 General Plan's change to restrict residential uses in the K Zone to that of single caretaker unit. Since adoption of Ordinance No. 4643 in 1993, multi-family dwellings and dwelling groups have not been allowed within the Z (Second Dwelling Unit Exclusion) combining district. The units then present on the subject parcel pre-dated this change in zoning, and as such were considered to be legal non-conforming uses.

When the current property owner purchased the property in 1992 the cabins had deteriorated considerably and a fire destroyed the 2-storied building. The property owner subsequently filed for a Use Permit (UPE93-0784) to replace the 12 legal non-conforming resort units with three duplexes (six total units), allowed under the County's non-conforming use provisions as a use of less intensity. One of the Conditions of Approval was to remove all structures prior to recording three Administrative Certificates of Compliance (ACCs) which were pending at the time. All structures were removed from the property, and the ACCs submitted in 1994 were recorded in December, 2003. Due to financing problems, the property owner was unable to construct the duplexes at that time, and subsequently the 1993 Use Permit approval (UPE93-0784) expired.

In April 2004, a new Use Permit was approved for this property (Balalaika units) on a 3-2 vote to allow three duplexes (six units) to be constructed on this site and rented on a transient basis, consistent with the K Zoning (UPE03-0017). Condition of Approval No. 29 of that Use Permit specifies that the duplexes are to be occupied for periods of less than 30 days, consistent with the K Zoning regulations. In 2005, the property owner constructed the units and also applied for an amendment of the Use Permit conditions to remove the 30 day limit on occupancy. This request was denied by the Board of Zoning Adjustments in January of 2006. The property owner then applied for a General Plan Amendment and Rezone to medium density residential use, in order to allow both residential and transient occupancy in any or all of the units. That proposal was not supported by staff (transient residential uses are not allowed within medium density residential zones), and was subsequently withdrawn in 2007. In the meantime, the ACCs were recorded such that there now are three total lots, each containing a similar duplex containing two, two-bedroom units.

### Project Description:

After a number of meetings and ongoing discussions with the property owner, staff suggested a new X (Mixed Occupancy) combining district that would allow mixed residential occupancies (long-term and/or transient) on specific sites where such an arrangement makes sense. Staff considered proposing such a Combining Zone with the new Housing Element or in the Development Code Update to address similar situations of seasonal uses in "K" zones where residential occupancies during at least part of the year are desired. The Text Amendment would add a new "X" (Mixed Occupancies) Combining Zone to the Zoning Code to provide needed flexibility in types and terms of occupancy on designated commercial and recreational properties, and within Planned Communities. Such uses as SRO facilities, extended stay hotels, and time share communities are envisioned to take advantage of this new combining zone where it is determined to be appropriate on individual properties with a base zone of K (Recreation and Visitor-Serving Commercial), LC (Limited Commercial), C2 (Retail Business and Services), or PC (Planned Community). The Combining Zone would not be allowed to be applied to any residential unit protected under a long-term affordability agreement, or to cause a loss of permanent housing units in favor of visitor-serving uses. (See draft "X" Combining Zone Ordinance, attached as Exhibit B).

The current application involves a request for a Zoning Text Amendment to add this new combining zone to the Zoning Code; a rezone to add this new combining zone to the subject site; and a modified Use Permit to reflect the actual uses on the site and remove the condition that requires all uses on site to be transient. No physical changes to the site are proposed.

**Site Characteristics:**

The subject property is located on Canyon 7 Road at its intersection with Redwood Road. The size of the entire property is approximately 0.4 acres. The sizes of the three certificate lots are as follows: Lot A, 7,500 square feet; Lot B, 5,000 square feet; and, Lot C, 6,500 square feet. The first 30 to 40 feet of the property is relatively level, then it slopes upward rather steeply about eight feet to a topographic bench where the duplexes are located. At the rear of the property is a steep cut slope which rises some 12 feet to the adjoining properties to the north. A railroad tie retaining wall has been constructed to provide slope stability at the rear of the property. The site is fully developed and has numerous mature trees including redwoods, firs, bays and a cedar. Public sewer and water serve the development.

The three duplexes are constructed to the rear of each lot to allow for the maximum area for on-site parking and to preserve the maximum number of on-site trees. Shared parking for 12 vehicles is provided along the front of the combined lots. Each of the duplex units is two stories and approximately 1,200 square feet. The lower finished floors are elevated to 1' above the base flood elevation, as required by Chapter 7B (Flood Damage Prevention) of the County Code. Two bedrooms are located on the lower floor, with the living room and kitchen located on the upper floor. The duplexes have gabled roofs, covered porches on the first level, and open porches on the second level. The site currently functions as a single parcel and project with an effective density of almost 14 units per acre; however, each of the three Certificate lots could be sold separately at any time in the future. A reciprocal access and parking easement over all 3 lots has been recorded and would apply to each lot upon sale or transfer.

**Surrounding Land Use and Zoning:**

Most of the developed area of Rio Nido is zoned R1 (Low Density Residential). Surrounding development is of similar scale, but is somewhat less dense than the subject property in terms of units per acre. In additional to the R1 zoning, there are other properties in the immediate area that are also zoned K (Recreational and Visitor Serving Commercial). These include the adjoining parcel to the east (containing a duplex and residence), a parcel containing seven cabins located across Canyon 7 Road to the west, and the Rio Nido Association Recreation Center property which is also located across Canyon 7 Road.

## DISCUSSION OF ISSUES

**Issue #1:** General Plan Consistency

Prior to the adoption of GP2020, permanent residences had been excluded from the K Zone by both the General Plan and Zoning so that these sites could be preserved for Recreation and Visitor-Serving uses. Preserving these K sites for such uses was important to prevent erosion of the tax base from TOT (Transient Occupancy Tax) revenues. The 2002 Housing Element contained a program to evaluate K-zones sites in the Russian River area to determine their suitability for long-term occupancy as SRO (Single Room Occupancy) units. That analysis concluded that only a small number of K zoned sites would be suitable for year-round housing because a portion of the units on many on these sites were subject to repetitive flood losses. The program was dropped from the 2009 Housing Element, but the need to find creative solutions for these sites being used as permanent housing remains.

Changes were made in the 2020 General Plan which begin to address this need. The General Plan policy for lands within the Recreation and Visitor-Serving Commercial land use category now contains

the following language regarding permitted uses. The text shown in bold italics is new language added in the current General Plan, which language did not exist in the 1989 General Plan:

> Permitted Uses. Primary uses include outdoor recreation facilities and tourist commercial uses, including golf courses, tennis and racquet clubs, marinas, race tracks, shooting ranges, and similar uses in private ownership. Other uses include campgrounds, recreational vehicle parks, indoor lodging, indoor recreation facilities, visitor information centers, museums, restaurants, and other uses oriented to the needs of visitors. ***Residential and recreational or visitor serving commercial uses may be combined in a single development where the residential use is clearly compatible with the recreational or visitor serving commercial use, and provides superior design qualities that allow for an integrated, livable environment.*** Where specified by a Land Use Policy for the Planning Area, this category provides for consideration of a single family residence in place of commercial and recreation uses allowed by zoning. Otherwise, residential use is limited to one caretaker unit for each parcel with recreational or commercial development.

The corresponding Land Use Element Policy for the Russian River Planning Area is as follows:

> **Policy LU-15m**: As allowed by the Recreation and Visitor Serving Commercial land use category, allow consideration of a single family residence as the primary use of a property so designated in this planning area.

The above addition to the Recreation and Visitor-Serving Policy within the Land Use Element of the General Plan has been updated to reflect new allowances for "mixed" residential and visitor-serving uses on the same parcel where compatibility can be clearly demonstrated. While the 2005 request by the property owner to remove the Use Permit condition restricting occupancy to transient uses was denied under the 1989 General Plan, it does appear that such a request would be consistent with the new General Plan adopted in 2008.

In addition to the RVSC (Recreation and Visitor-Serving) Land Use Designation, the draft "X" Combining Zone as proposed by staff might be applied at a future date over other commercially-designated lands where such a mix is appropriate. The General Plan Purpose Policies for these lands are as follows:

> Policy for General Commercial Areas (staff note: corresponds to C2 and some PC zoning)
>
> Purpose and Definition. The General Commercial category provides sites for intense commercial uses that primarily serve a mix of business activities and the residential and business community as a whole rather than a local neighborhood. These uses provide for comparison shopping and services which are ordinarily obtained on an occasional rather than daily basis. This category is also intended to provide opportunities for a mix of residential and commercial use in Urban Service Areas.
>
> Policy for Limited Commercial Areas (staff note: corresponds to LC and some PC zoning)
>
> Purpose and Definition. This category provides sites where commercial activities are limited. Particular limitations may be specified in the Land Use Policies for the Planning Areas. Limited commercial land is intended to accommodate retail sales and services for the daily self sufficiency of local rural or urban neighborhoods or communities in keeping with their character. This category is also intended to provide opportunities for a mix of residential and commercial use in Urban Service Areas and for consideration of a single family residence or Single Room Occupancy units in place of commercial uses allowed by zoning. Single Room Occupancy Units may only be considered in Urban Service Areas.

Both of the above commercial designations envision a mix of land uses similar to the changes adopted for the RVSC land discussed above. Adopted of the new combining zone would further implement and provide consistency with these General Plan purpose designations.

Finally, as proposed by staff the X Combining Zone might also be applied in the future to sites with a "Planned Community" designation. The General Plan does not contain specific purpose statements that directly correlate to the Planned Community Zone District; rather, the PC Zone specifies that its purpose is to implement Section 2.2 (Residential) and 2.3 (Commercial) of the General Plan Land Use Element, specifically:

> The "Limited Commercial" and "General Commercial" categories also provide opportunities for mixed residential and commercial uses where the residential use is compatible with the commercial use. Integration of the mixed uses is desired and provisions are included to assure that future commercial use options remain viable.

The X Combining Zone would assist in the implementation of the General Plan Land Use Element policies allowing for mixed long-term residential and transient (commercial) uses where appropriate and compatible. Each request for a rezone to add the "X" district to an individual parcel would be reviewed for General Plan and Zoning consistency during processing of the individual request. All uses allowed within the draft "X" Combining District also require a Use Permit and CEQA review.

**Issue #2:** Zoning Consistency

Consistency of "X" Combining Zone with Allowable Base Zones

The "X" Combining Zone, as proposed, could be applied in the future over the following base zone districts: K (Recreation and Visitor-Serving Commercial); LC (Limited Commercial); C2 (Retail and Services); and PC (Planned Community). These zones are chosen because each allows some form of residential and/or transient residential occupancy, but do not allow a mix of these occupancies on the same site such as would be possible with the "X" Combining District. Purposes and Allowable Uses for each of these base zones are provided below:

> Recreation and Visitor-Serving Commercial (K):
>
> Purpose: to encourage a compatible blend of recreation and tourist-commercial uses in such a way as to perpetuate Sonoma County's recreational resources in the manner provided in Section 2.3.4 of the general plan.

Allowable residential and transient uses include bed & breakfast establishments, a single long-term residential unit or a caretaker unit, RV parks and campgrounds, hotels and motels, and resorts (see discussion below for limitation on mixed use developments in the K zone). Adding the "X" Combining District would not change the allowable uses, but would allow the types of uses (permanent and residential) to be mixed on a single site where appropriate and compatible.

> Limited Commercial (LC):
>
> Purpose: to implement the provisions of Section 2.3.2 of the general plan by providing areas for retail sales and services necessary for the daily self-sufficiency of urban and rural areas in keeping with their character.

Allowable residential and transient uses include bed & breakfast establishments, a single long-term residential unit or a caretaker unit, SRO facilities, emergency homeless shelters, mixed use developments and hotels/motels. Adding the "X" Combing Zone to a site with LC base zoning would allow these uses to be mixed on a single site where appropriate and compatible, and additionally would

allow such uses as time share condominiums, extended stays within hotels, and similar mixed-occupancy uses subject to the granting of a Use Permit.

Retail Business and Services (C2):

Purpose: the retail business and service district is intended to implement the provisions of the general plan, Section LU-2.3.1 to provide areas which permit a full range of retail goods and services for a residential and business community as a whole rather than a local neighborhood.

Allowable residential and transient uses include bed & breakfast establishments, a single long-term residential unit, small-scale homeless shelters, emergency homeless shelters, SRO facilities, emergency homeless shelters, mixed use developments and hotels/motels. Adding the "X" Combing Zone to a site with LC base zoning would allow these uses to be mixed on a single site where appropriate and compatible, and additionally would allow such uses as time share condominiums, extended stays within hotels, and similar mixed-occupancy uses subject to the granting of a Use Permit.

Planned Community (PC):

Purpose: to implement the provisions of Section 2.3 of the general plan land use element which provide for mixed residential and commercial use and to implement the provisions of Section 2.2 of the General Plan.

Allowable residential and transient uses include a single residential unit per lot, transitional and permanent supportive housing, and uses that are allowed with a use permit in the underlying designations (residential or commercial, or a mix of both). Adding the "X" Combining Zone to an existing PC (Planned Community) zoned parcel would also require a modification of the PD (Planned Development) Use Permit, but would provide greater flexibility in mixing long-term residential, transitional residential, and commercial or educational facilities on a single site when appropriate and compatible.

Analysis Related to Subject Site

As discussed above, a change was made in the 2020 General Plan to allow a "mix" of uses (residential and visitor-serving) within the K (Recreation and Visitor-Serving) zone. To date, however, the only Zoning Code allowances for this mix of land uses have been made within the K Use Permit provisions for "Mixed Use" projects, adopted in 2005 under the 1989 General Plan and 2002 Housing Element to allow a limited number of affordable "workforce" units to be located within the K zone:

Mixed Use Developments. Additional dwelling units for permanent occupancy as part of a mixed commercial/residential development, provided that: (i) the property is located within an urban service area as defined in the General Plan; (ii) that the residential units provide workforce housing serving an existing or proposed commercial use on the property; (iii) that the residential units are provided as affordable to very low- or low-income households, subject to the provisions of Section 26-88-123, Mixed use developments. Notwithstanding Section 26-88-123(b), no more than ten percent (10%) of the total gross project floor space shall be in residential floor area. Residential units provided under this section shall be in addition to the caretaker unit allowed by this zoning district.

This provision is limited and does not allow for the type of land use requested by the subject application. Implementation of many of the GP2020 policies and programs will take place with Development Code Update currently underway; at this time, however, the Zoning Code does not contain provisions to allow this specific request.

The request to allow mixed tenancies on the subject parcel could be allowed by one of the following options:

**Option 1.** Interpret the existing General Plan and Zoning to allow one single family residence and one "transient" unit on each of the three ACC parcels; modify the existing Use Permit condition to reflect this allowance. This Option offers the most straightforward approach, but would not meet the applicant's objectives of being able to "change out" residencies in the different units as needed and as they become available.

**Option 2**. Adopt the new X (Mixed Occupancy) Combining Zone (Zoning Text Amendment) that allows mixed occupancies on residential and transient residential sites where appropriate. Rezone the subject parcel to add the new Combining District; modify the existing use permit to clarify condition #29 related to occupancy.

**Option 3**. Adopt a Zoning Text Amendment to add permanent residential uses back in as an allowed use in the K Zone District, such as existed prior to 1993, to include "single family dwellings, multi-family dwellings, and dwelling groups" as a permitted use. Selection of this Option would require a new, expanded environmental analysis to address potential impacts on and near all K-zoned properties county-wide.

**Recommendation**: **Option 2.** Staff recommends that the Planning Commission and Board consider adoption of a new X (Mixed Occupancy) Combing Zone (see attached Exhibit B). The purpose of the X Combining Zone is to provide flexibility in types and terms of occupancy on designated commercial, recreational, and "Planned Community" properties. The X Combining Zone may be applied where both the use allowed by the base zone and the use allowed by the X Combining Zone are desired and compatible. It would not be allowed to be applied to any residential unit protected under a long-term affordability agreement, or in such a manner as to cause a loss of permanent housing units in favor of visitor-serving uses. The X Combining Zone would also not be applied when a rezone to a different base zone would better reflect the proposed land use or the project objectives.

**Issue #3:** Environmental Review

A Negative Declaration has been prepared for this project based on an Initial Study dated April 22, 2013. Because the proposed project site is already fully built out and the proposal does not include any physical changes to the property, significant environmental impacts are not anticipated. The proposal also involves a Zoning Code Text Amendment to add the new X (Mixed Occupancy) Combining Zone. Because the rezoning of any additional property to add the X Combining Zone would be discretionary and would be subject to the review and approval of the Planning Commission and Board of Supervisors, CEQA analysis would be conducted at the time that a request is made for any particular site. As such, the Zoning Code Text Amendment to add a mix of occupancies subject to a Use Permit will not result in any physical changes at this time and a Negative Declaration is appropriate and recommended.

## STAFF RECOMMENDATION

Staff recommends that the Planning Commission:

1. Hold a public hearing.
2. Review the policy options under Issue #2 above; and select an option;
3. Review the text of the proposed X (Mixed Occupancy) Combining Zone;
4. Review the Negative Declaration; and

5. Adopt a Resolution recommending to the Board of Supervisors adoption of the new X (Mixed Occupancy) Combining Zone and a Zone Change of the subject property to add the X (Mixed Occupancy) zoning designation, and approval of a modified Use Permit (UPE03-0017) wherein Condition of Approval No. 29 is modified by deleting the first sentence of that condition, which sentence limits occupancy to periods of less than 30 days.

## FINDINGS FOR RECOMMENDED ACTION

1. Based upon the information contained in the Initial Study included in the project file, it has been determined that there will be no significant environmental effect resulting from this project. The Negative Declaration has been completed in compliance with CEQA State and County guidelines, and the information contained therein has been reviewed and considered.

2. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The particular circumstance in this case is that all previous conditions of approval shall remain in full force and effect, with the exception of the modification of Condition No. 29 to allow both long-term and transient occupancy.

3. There exists a need in certain areas within Sonoma County to allow both long-and short-term occupancies of property such that both residential and visitor-serving uses can occupy the same project site at different times of year.

4. The adoption of this ordinance is consistent with the Sonoma County General Plan because the addition to the Recreation and Visitor-Serving Policy within the Land Use Element adopted in 2008 reflects new allowances for "mixed" residential and visitor-serving uses on the same parcel where compatibility can be clearly demonstrated. The General Plan Purpose Statements for the General Commercial, Limited Commercial, and Planned Community Zone Districts also allow for a mix of uses where appropriate and compatible.

## LIST OF ATTACHMENTS

| | |
|---|---|
| EXHIBIT A: | Draft Conditions of Approval (Revision of Cond. No. 29 for UPE03-0017) |
| EXHIBIT B: | Draft Text Ordinance for Section 26.77 X (Mixed Occupancy) Combining Zone |
| EXHIBIT C: | Draft Ordinance and Sectional District Map to add X zone to subject property |
| EXHIBIT D: | Vicinity Map |
| EXHIBIT E: | General Plan Land Use map |
| EXHIBIT F: | Zoning Map |
| EXHIBIT G: | Site Plan and Detail (2) |
| EXHIBIT H: | Draft Resolution |

**Separate Attachment for Commissioners:** Negative Declaration

**Exhibit "A"**
**Draft Conditions of Approval**

| | | | |
|---|---|---|---|
| **Date:** | June 6, 2013 | **File No.:** | PLP12-0037 |
| **Applicant:** | Merrill Mazza | **APN:** | 070-291-007 |
| **Address:** | 14701, 14703, 14693, 14695, 14697, and 14699 Canyon 7 Road, Rio Nido | | |

**Project Description:** Modification of Condition No. 29 for the previously approved Use Permit (UPE03-0017) to construct one duplex for transient occupancy on each of three separate and contiguous parcels identified as APN 070-291-007.

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**BUILDING:**

1. The applicant shall apply for and obtain building related permits from the Permit and Resource Management Department (PRMD). The necessary applications appear to be, but may not be limited to, site review, building permit, and grading permit.

**HEALTH:**

"The conditions below have been satisfied" BY _____ DATE _____

2. Connection shall be made to public sewer and water. Prior to building permit issuance the applicant shall submit a "will serve" letter for water and sewer to Project Review Health to verify compliance, except for a connection to a County operated sewer system where clearance for the sewer will come from the Sanitation Section of PRMD.

   Condition Compliance: This condition shall not be signed off until the requested "will serve" letter is received by the Project Review Health Specialist.

3. Prior to building permit issuance the applicant shall abandoPRMD. If none are known or discovered, this shall be so stated in written correspondence to Project Review Health Specialist of PRMD describing the precise level of research and field review done to determine that none exist.

   Condition Compliance: This condition shall not be signed off until the Project Review Health Specialist receives a copy of the "finaled" abandonment permit, or a letter stating that no septic tanks were found.

4. Prior to building permit issuance, the applicant shall submit a design for trash enclosures and recycling areas for review and approval to the Division of Environmental Health. (Fees may apply.)

   Condition Compliance: This condition shall not be signed off until the Project Review Health Specialist has received a copy of an approval letter from the Solid Waste Section of the Division of Environmental Health.

5. A safe, potable water supply shall be provided and maintained.

6. Noise shall be controlled in accordance with the standards set in the Noise Element of the Sonoma County General Plan.

**TRANSPORTATION AND PUBLIC WORKS:**

"The conditions below have been satisfied" BY _____ DATE _____

7. The developer shall offer right-of-way to the County of Sonoma, free of encumbrances, and of sufficient width:

a. As necessary to create public right-of-way that is located one (1) foot behind the standard curb and gutter required below for the full length of the property's frontage on Canyon 7 Road. This condition shall be void if the existing right-of-way meets or exceeds the minimum requirement(s) described above.

b. To contain all public drainage facilities.

8. The public right-of-way described above shall be widened as necessary to contain the improvements required by this approval, such as cuts and fills necessary to construct these facilities.

9. Right-of-way shall be dedicated using a Grant Deed. The developer shall have prepared a Grant Deed, together with the required descriptions and shall submit them to the County Surveyor for review and approval. A copy of the recorded Grant Deed shall be submitted to the Land Development Section of PRMD prior to clearance of these conditions.

10. The developer shall construct or install improvements described as follows:

Supplement the width of Canyon 7 Road on the developer's side to create the improved roadway described below. The improvements shall extend for the full frontage of the developer's property. The road width shall be measured from the existing roadway centerline to the new face of curb and shall include:

1) One (1) ten (10) foot wide paved travel lane(s).

2) One standard two (2) foot wide concrete curb and gutter on applicant's side of the road. Note: The two (2) foot wide gutter pan shall not be considered part of the travel lane.

The improvements may vary depending upon the location and condition of the existing improvements. Depending on the existing conditions, the improvements may consist of widening, reconstruction, overlay, etc, all as necessary to create the required widths and structural section(s).

11. The structural section of all road improvements shall be designed using a soils investigation which provides the basement soil's R value and Expansion Pressure test results. A copy of the soils report shall also be submitted with the first set of improvement plan check prints. The Traffic Index (TI) to be used for the pavement design of Canyon 7 Road is 7.0.

12. The developer shall have designed and constructed storm drainage facilities in accordance with Sonoma County Water Agency design standards. Drainage facilities shall be reviewed and cleared by the Grading and Storm Water Section of PRMD.

13. To allow for the smooth and safe movement of passenger vehicles entering and exiting the public road that provides access to the property, entry to the public road shall conform to AASHTO standards. More specifically, the developer shall construct a ramp-type driveway approach with a throat width of at least 18 feet. The curb opening necessary to accommodate the curb face transition shall extend three (3) beyond the throat width, on both sides of the driveway. The driveways shall be perpendicular to the public roadway. The minimum sight distance for vehicles entering and exiting the driveway shall be in accordance with AASHTO requirements for the actual speed traveled on the public road servicing the property. The developer shall surface the entry with asphaltic pavement between the edge of the existing pavement and the right-of-way line or a minimum distance of 20 feet, whichever is greater. The driveway improvements shall be in place before occupancy or commencement of the new activity.

14. The developer shall install:

    a. Traffic control devices as required by the Department of Transportation and Public Works, including items such as traffic signs, roadway striping, pavement markers, etc.

    b. Traffic barricade(s) placed at an angle, where road pavement narrows to create a tapered transition to the existing narrower section of pavement, as required by the Department of Transportation and Public Works.

    c. Signing indicating that no vehicle parking will be permitted along Canyon Seven Road.

15. An Erosion Control Plan (winterization plan) shall be prepared for the site and submitted as part of the Improvement Plans. Erosion control measures shall be installed as described in the Erosion Control Plan.

16. All improvements shall be constructed in accordance with the Department of Transportation and Public Works Road policy.

17. Developer shall employ a Registered Civil Engineer, licensed in the State of California, to develop plans for the required improvements. The scale of these improvement plans shall be a minimum 1 inch equals 40 feet, and shall be submitted on 24 inch by 36 inch sheets for review. The Plans shall include roadway cross-sections, at a maximum interval between cross-sections of 50 feet.

18. Plan checking fees and Inspection fees, including those involving off-site frontage improvements, shall be paid to PRMD, prior to signature of the Improvement Plans by the Director of the Department of Transportation and Public Works.

19. Prior to issuance of any building permit which results from approval of this application, a development fee (Traffic Mitigation Fee) shall be paid to the County of Sonoma, as required by Section 26, Article 98 of the Sonoma County Code.

20. The developer shall submit Improvement Plans for all required improvements to PRMD for review and approval. Prior to the issuance of any Grading, Building or Encroachment permits, the Improvement Plans shall be signed by the Director of the Department of Transportation and Public Works.

21. Prior to construction of any improvements that are to be made within County road right-of-way, the developer must obtain an Encroachment Permit from PRMD.

22. The developer shall complete construction of all the required public improvements or enter into an Improvement Agreement and post acceptable security with the County of Sonoma, agreeing to complete the required construction within the 24 month period following the approval of the Application for this project. Included in this Improvement Agreement shall be a requirement that the developer enter into an Improvement Maintenance Agreement and post security with the County of Sonoma, to guarantee the improvements for a period of one (1 year) after acceptance of the improvements as being complete by the County.

23. Advisory Note: The Sonoma County Department of Transportation and Public Works may modify these conditions if the Applicant can demonstrate that the conditions are infeasible due to unforeseen field constraints or lack of property rights, and that the goals of these conditions can be safely achieved in some other manner. However, the threshold for any modification is high, and therefore modification of conditions is not common. Please note that the full costs for any such modification shall be borne by the applicant. These costs may include but not be limited to payment to PRMD to offset the cost of a new public hearing and additional design expense.

**GRADING AND STORM WATER:**

"The conditions below have been satisfied" BY _____ DATE _____

24. Drainage improvements shall be designed by a civil engineer in accordance with the Water Agency Flood Control Design Criteria, for approval by the Grading and Storm Water Section of PRMD, and shall be shown on the improvement drawings.

25. The engineer shall include a site grading plan, and an erosion control plan as part of the required improvement drawings. The plans shall include all pertinent details, notes, and specifications.

26. The site is affected by flooding from the Russian River. The 100-year flood elevation is 61 feet above mean sea level. A minimum floor elevation of 62 feet above mean sea level is required.

**PUBLIC WATER AND SANITATION:**

"The conditions below have been satisfied" BY _____ DATE _____

27. Prior to obtaining any building permits, including "Foundation Only," the applicant shall pay all sewer fees per Russian River County Sanitation District ordinances for inspection of sewer work. Annual Sewer Service charges and connection of the duplexes to the sewer system. A Sewer Completion Certificate is required prior to occupancy.

28. Should the applicant choose to install three (3) new laterals to serve the proposed duplexes rather than the three (3) existing sewer laterals located within the County's right-of-way on Canyon 7 Road, the applicant shall obtain sewer construction permits and Encroachment Permits from PRMD prior to starting any sewer construction work. Any connection made to a main line sewer shall be performed by the Sonoma County Water Agency, and the applicant's contractor shall schedule these main line connections through the PRMD Sewer Inspector (707) 565-3691.

**PLANNING:**

"The conditions below have been satisfied" BY _____ DATE _____

29. ~~This Use Permit allows the construction of one duplex on each of three separate contiguous parcels for transient occupancy not to exceed thirty (30) consecutive calendar days~~. This project shall be implemented in conformance with the proposal statement dated January 21, 2004, the site plan dated September 11, 2003, and as modified by these conditions and the Staff Report for PLP12-0037 dated June 6, 2013.

30. The owner shall be required to register with the auditors office for payment of transient occupancy taxes prior to issuance of building permits.

31. The applicant shall pay all applicable development fees prior to issuance of building permits.

32. Development on this parcel is subject to the Sonoma County Fire Safe Standards and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building site(s), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District.

33. The owners of the three duplex lots shall maintain a minimum of 10 parking spaces. This requirement shall be included in a shared parking agreement to be recorded for each parcel, subject to prior review and approval by Project Review staff.

34. The applicant shall include all Conditions of Approval on a separate sheet(s) of plan sets to be submitted for building and grading permit applications.

35. An arborist shall review and approve the final construction plans for the project. All tree preservation recommendations contained within the project arborist report, prepared by Horticultural Associates dated March 12, 2003, shall be implemented during each phase of development. These need to be on construction drawings for grading. The arborist shall monitor the tree preservation plan during grading and construction improvements.

36. A screen shall be constructed on/adjacent to the kitchen windows of Units A1 and A2 to protect the privacy of the Burden residence on the next parcel.

37. Prior to issuance of the Use Permit certificate, the applicant shall register with the tax collector for a transient occupancy use. Transient Occupancy Tax shall be paid to the Sonoma County Tax collector consistent with requirements of the Transient Occupancy Tax requirements.

38. This permit is not vested until a Use Permit certificate is issued by PRMD.

39. Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of PRMD or the Planning Commission/Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified Use Permit and additional environmental review.

40. This permit shall be subject to revocation or modification by the Board of Zoning Adjustments or Planning Commission: (a) the Board finds that there has been noncompliance with any of the conditions; or (b) the Board finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

    In any case where a Use Permit has not been used within two (2) year after the date of the granting thereof, or for such additional period as may be specified in the permit, such permit shall become automatically void and of no further effect, provided however, that upon written request by the applicant prior to the expiration of the two year period the permit approval may be extended for not more than one (1) year by the authority which granted the original permit pursuant to Section 26-92-130 of the Sonoma County Code.

**ORDINANCE NO.____**

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ADDING A NEW "X" COMBINING ZONE TO CHAPTER 26 OF THE SONOMA COUNTY ZONING CODE TO ALLOW RESIDENTIAL OCCUPANCIES AND TRANSIENT/VISITOR SERVING USES

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

**Section I.** The Board finds and declares that the adoption of this Ordinance is necessary and appropriate, and finds that the facts supporting the adoption of this Ordinance are as follows:

1. There exists a need in certain areas within Sonoma County to allow both long-and short-term occupancies of property such that both residential and visitor-serving uses can occupy the same project site at different times of year.

2. The adoption of this ordinance is consistent with the Sonoma County General Plan because the addition to the Recreation and Visitor-Serving Policy within the Land Use Element adopted in 2008 reflects new allowances for "mixed" residential and visitor-serving uses on the same parcel where compatibility can be clearly demonstrated. The General Plan Purpose Statements for the General Commercial, Limited Commercial, and Planned Community Zone Districts also allow for a mix of uses where appropriate and compatible.

3. Based upon the information contained in the Initial Study dated April 22, 2013 and included in the project file, it has been determined that there will be no significant environmental effect resulting from this project, and a Negative Declaration has been prepared. The Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines, and reflects the independent judgment and analysis of the Board.

**Section II:** Chapter 26, Zoning, of the Sonoma County Code is amended to add a new Article 77, to read as follows:

**ARTICLE 77 X MIXED OCCUPANCY COMBINING ZONE**

**26.77.005 - Purpose.** The purpose of the X Combining Zone is to provide flexibility in types and terms of occupancy on designated commercial, recreational ~~and residential~~ properties. The X Combining Zone may be applied where both the use allowed by the base zone and the use allowed by the X Combining Zone are desired and compatible.

**26.77.010 – Designation Criteria**. The X Combining Zone may be applied to the following Base Zone Districts:

Recreation and Visitor-Serving Commercial (K)
Limited Commercial (LC)
Retail and Services (C2)
Planned Community (PC)

**26.77.015 – Designation Prohibited**. The X Combining Zone may not be applied to any property or residential unit protected under a long-term affordability agreement, or in such a manner as to cause a loss of permanent housing units in favor of visitor-serving uses. The X Zone may also not be applied when a rezone to a different base zone would better reflect the proposed land use or the project objectives.

**26.77.020 - Uses Permitted with a Use Permit**. Uses permitted within the X Combining Zone are the same as those permitted within the underlying Zone District. Additionally, the following uses may be permitted subject to the granting of a use permit:

(a) Single Room Occupancy (SRO) facilities, subject to the standards in 26-88-125.

(b) Mixed Occupancies. Residential uses such as condominiums with mixed lengths of occupancy, time shares, stock cooperatives, resorts, extended stay hotels, and similar projects where a mix of transient and long-term occupancies are desired.

**26.77.030 - Development Standards**.

(a) Development standards shall be the same as those of the underlying Zone District.

(b) No new development shall be allowed within the F1 Flood Way, other than seasonal camping.

(c) Development within the F2 Flood Plain shall conform to Chapter 7B of the Sonoma County Code.

(d) Development and conversions of existing structures shall be subject to applicable accessibility requirements, as determined by the Building Official.

**Section III.** The Board of Supervisors hereby adopts the Negative Declaration and certifies that the Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines. The Board of Supervisors finds and declares that the Negative Declaration reflects the independent judgment and analysis of the Board.

**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 the date of its passage and shall be published once before the expiration of fifteen (15) days after passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California.

In Regular Session of the Board Supervisors of the County of Sonoma, passed and adopted this ____ day of _____, 2013, on a regular roll call of the members of said Board by the following vote:

SUPERVISORS:

| Gorin: | Zane: | McGuire: | Carrillo: | Rabbitt: |
|---|---|---|---|---|
| Ayes: | Noes: | Absent: | Abstain: | |

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED

_____
Chair, Board of Supervisors
County of Sonoma

ATTEST:

_____
Veronica A. Ferguson
Clerk of the Board of Supervisors

# ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING DATABASE OF THE COUNTY OF SONOMA, ADOPTED BY REFERENCE BY SECTION 26-02-110 OF THE SONOMA COUNTY CODE, BY RECLASSIFYING CERTAIN REAL PROPERTY FROM K (RECREATIONAL AND VISITOR SERVING COMMERCIAL), F2 (FLOOD PLAIN COMBINING DISTRICT) DISTRICT TO THE K (RECREATIONAL AND VISITOR SERVING COMMERCIAL), X (MIXED OCCUPANCY), F2 (FLOOD PLAIN COMBINING DISTRICT) FOR 0.4 ACRES LOCATED AT 14703, 14693, 14695, 14697, AND 14699 CANYON ROAD, RIO NIDO; APN 070-391-007.

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I: The Official Zoning Database (OZD) of the County, adopted by reference by Section 26-02-110 of the Sonoma County Code, is amended by reclassifying the following real property from the K (Recreational and Visitor Serving Commercial), F2 (Flood plain Combining District) district to the K (Recreational and Visitor Serving Commercial), X (Mixed Occupancy), F2 (Flood plain Combining District), or other appropriate district for 0.4 acres located on Canyon 7 Road near its intersection with Willow Road, also known as 14701, 14703, 14693, 14695, 14697, and 14699 Canyon 7 Road, Rio Nido; APN 070-291-007. File No. PLP12-0037. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No. _____.

SECTION II: Based upon the information contained in the Initial Study dated April 22, 2013 and included in the project file, it has been determined that there will be no physical changes and no significant environmental effect resulting from this project, and a Negative Declaration has been prepared. The Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines, and reflects the independent judgment and analysis of the Board.

SECTION III: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION IV: This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted this _____ day of _____, 2013, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

| Gorin: | McGuire: | Carrillo: | Zane: | Rabbitt: |
|---|---|---|---|---|
| Ayes: | Noes: | Absent: | Abstain: | |

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

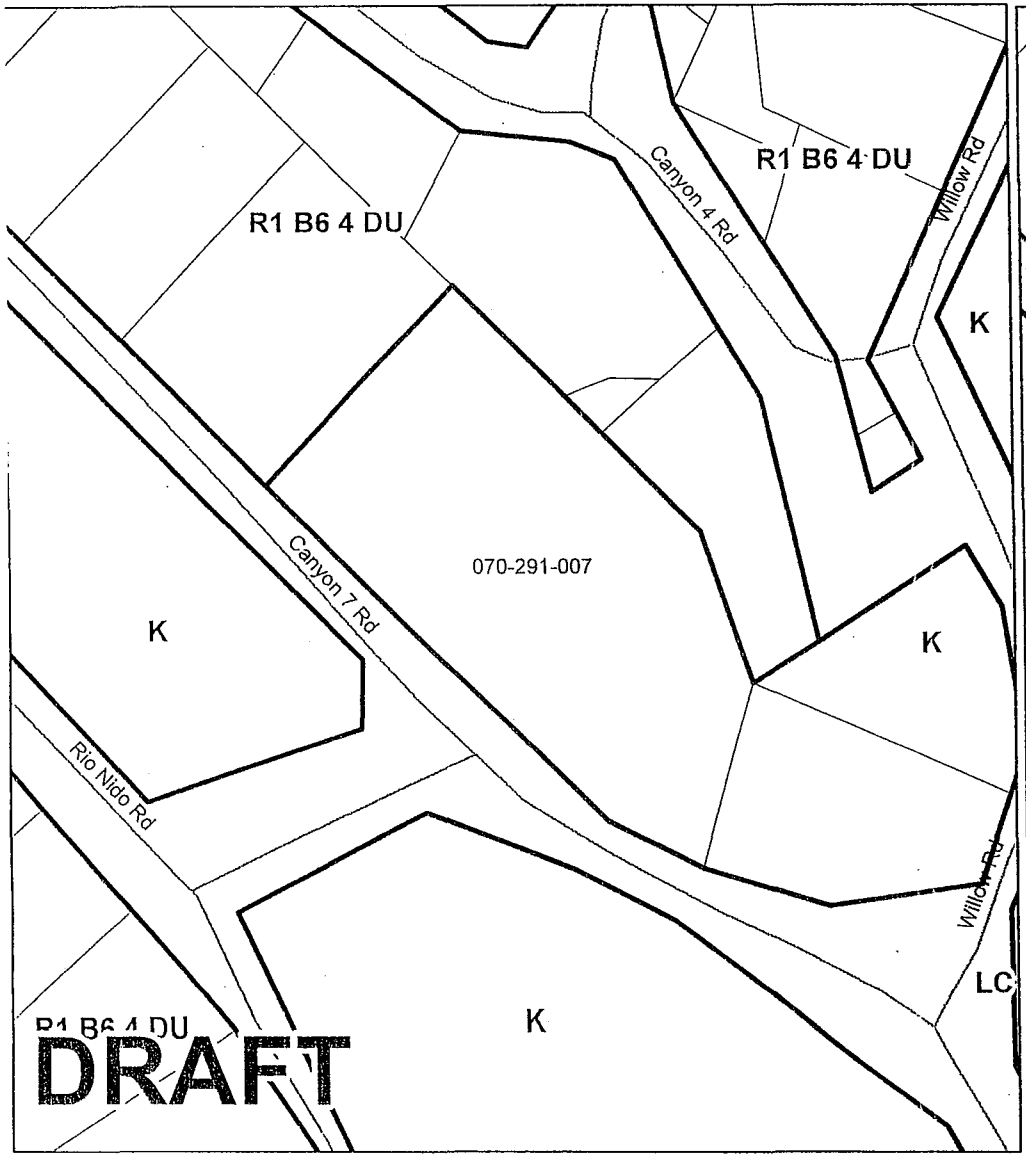
SO ORDERED

_____
Chair, Board of Supervisors
County of Sonoma

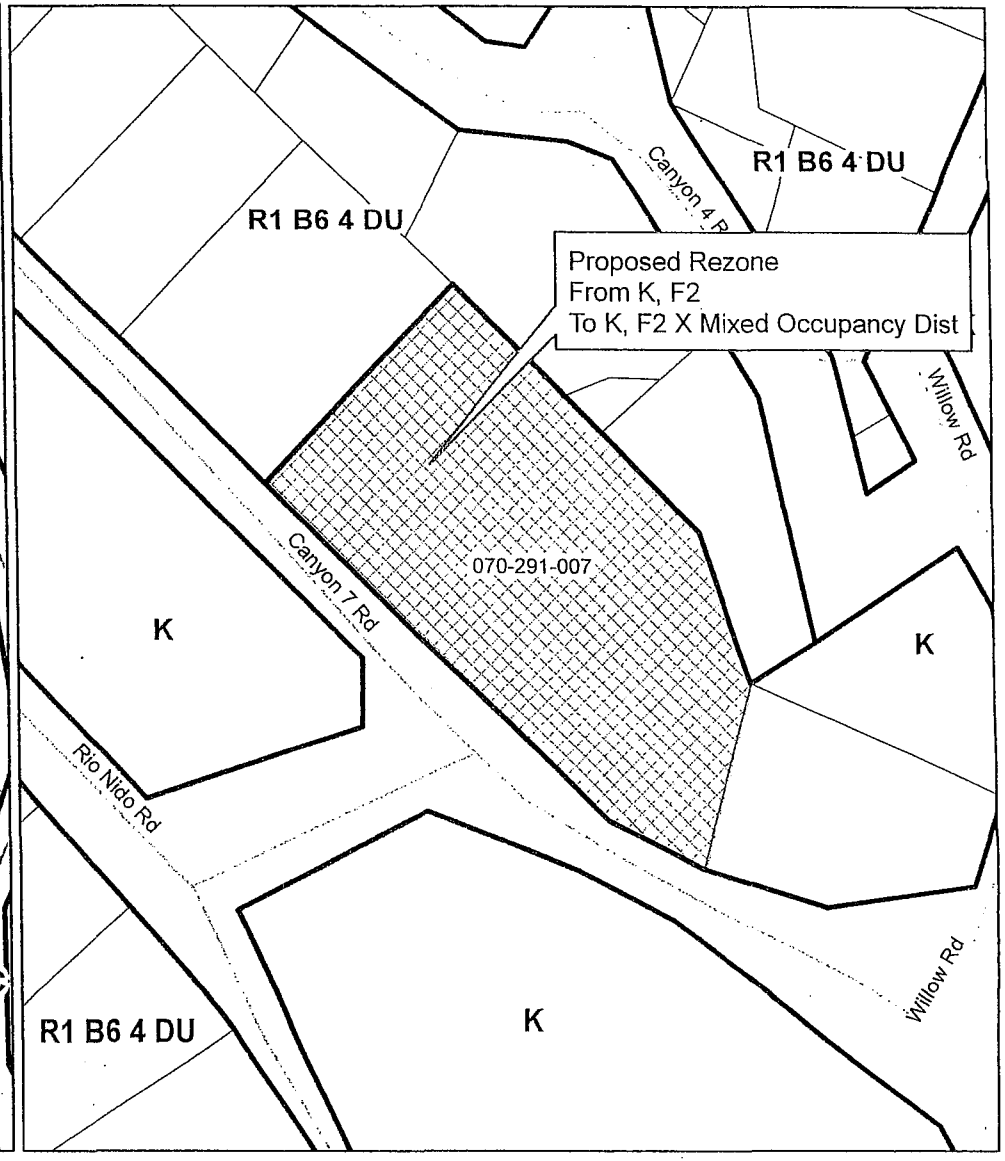
ATTEST:

_____
Veronica A. Ferguson
Clerk of the Board of Supervisors

# Existing Zoning




# Proposed Zoning




Base Map Data

- Proposed Rezone
- Basezoning by Area
- Highways
- Intermittent Stream
- Perennial Stream

Zoning Combining Districts

- LU Policy
- AH Affordable Housing
- HD Historic District
- BR Biotic Resource
- SD Scenic Design
- SR Scenic Resource
- VOH Valley Oak Habitat
- MR Mineral Resource
- G Geologic Hazard
- F2 Floodplain
- F1 Floodway
- X Mixed Occupancy District

0 35 70 Feet

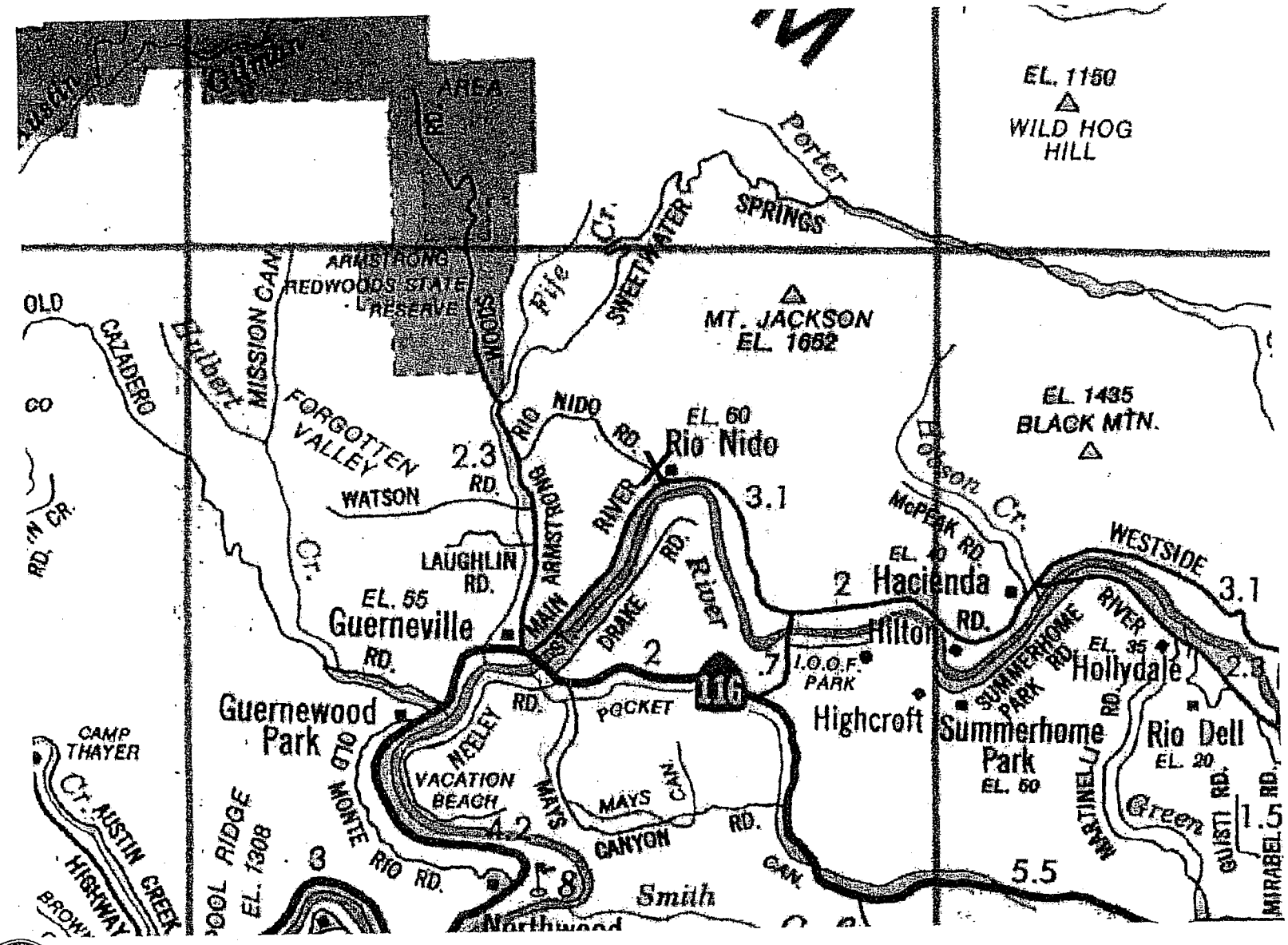
1 inch = 70 feet

FILE: PLP 12-0037
AP #: 070-291-007
Ordinance No.
Sectional District Map No.

Permit and Resource Management Department
Project Review Section
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1965 Fax (707) 565-1103

Author: PRMD Cartography: D. Reinier File No: S:\GIS-DATA\PRMD_BASE\PRMD Department Projects\Project Review\Ordinance Mosaic\ORDNC\By File No\plp12-0037.mxd Date: 04/23/2013

# Vicinity Map

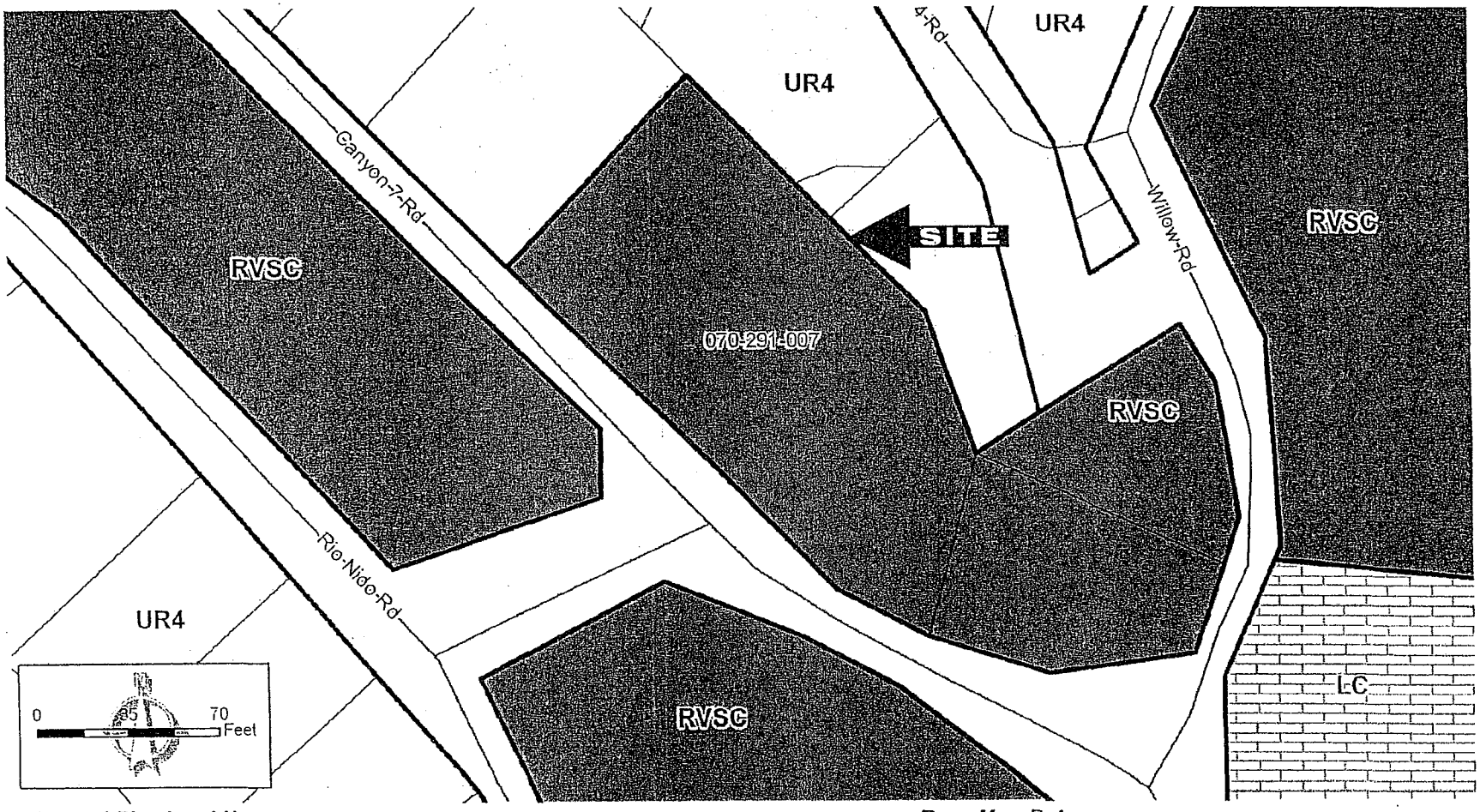



PRMD

Activity # PLP12-0037

EXHIBIT D

# General Plan Land Use




**General Plan Land Use**

- Diverse Agriculture
- Land Extensive Agriculture
- Land Intensive Agriculture
- Resources & Rural Development
- General Commercial
- Limited Commercial
- Limited Commercial Traffic Sensitive
- General Industrial
- Planning Area Policy
- Affordable Housing
- City

**Base Map Data**

- Coastal Commission Boundary
- Urban Service Area Boundary
- Highways
- Perennial Streams

PRMD

Activity # PLP12-0037

EXHIBIT E

# Zoning Map

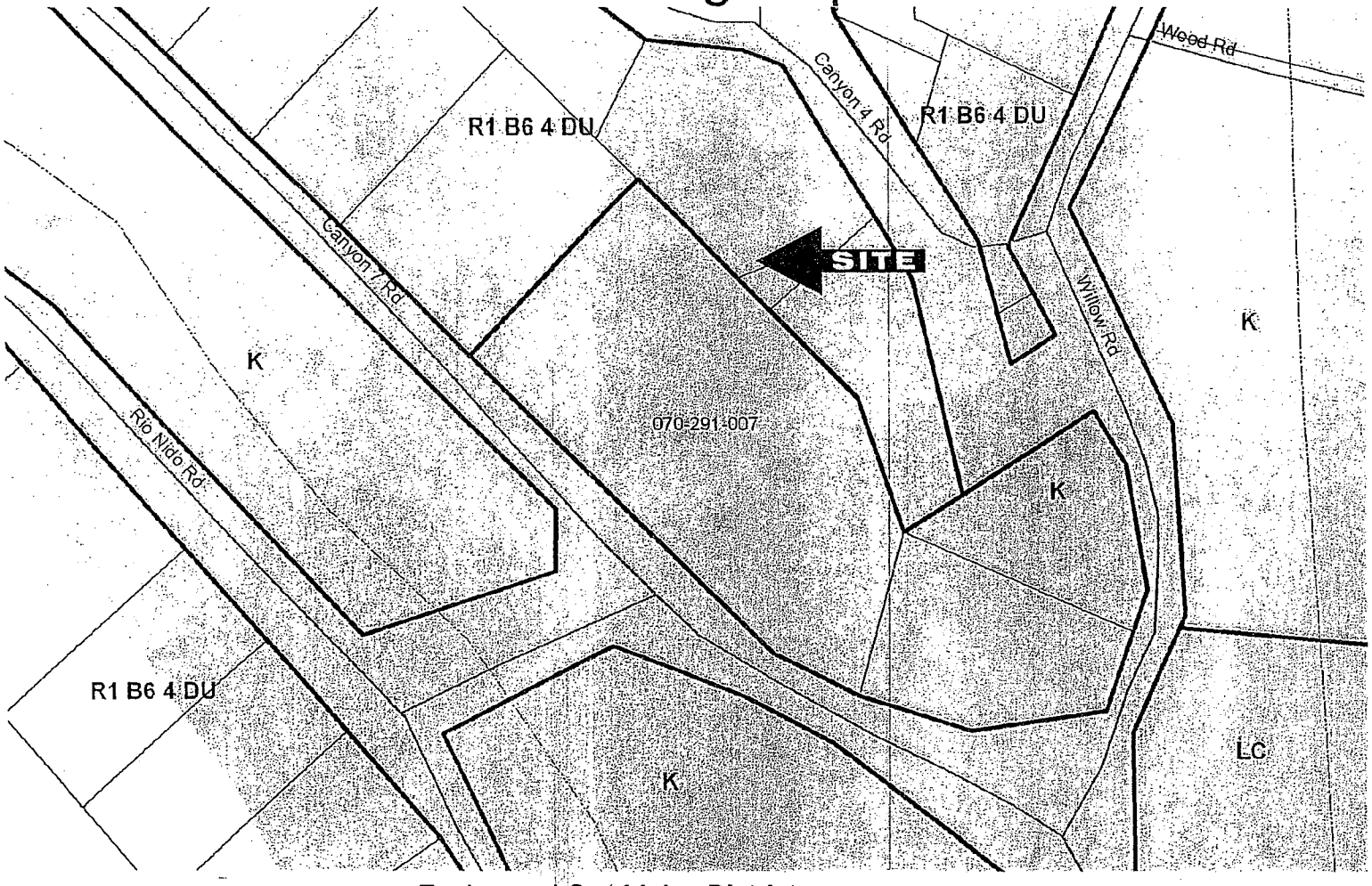



EXHIBIT F

## Zoning and Combining Districts

- City Limit
- AH Affordable Housing
- LU Policy
- HD Historic District
- SD Scenic Design
- SR Scenic Resource
- VOH Valley Oak Habitat
- BR Biotic Resource
- MR Mineral Resource
- G Geologic Hazard
- F1 Floodway
- F2 Floodplain

0 35 70 Feet

1:840

PRMD

Activity # PLP12-0037

# Site Plan

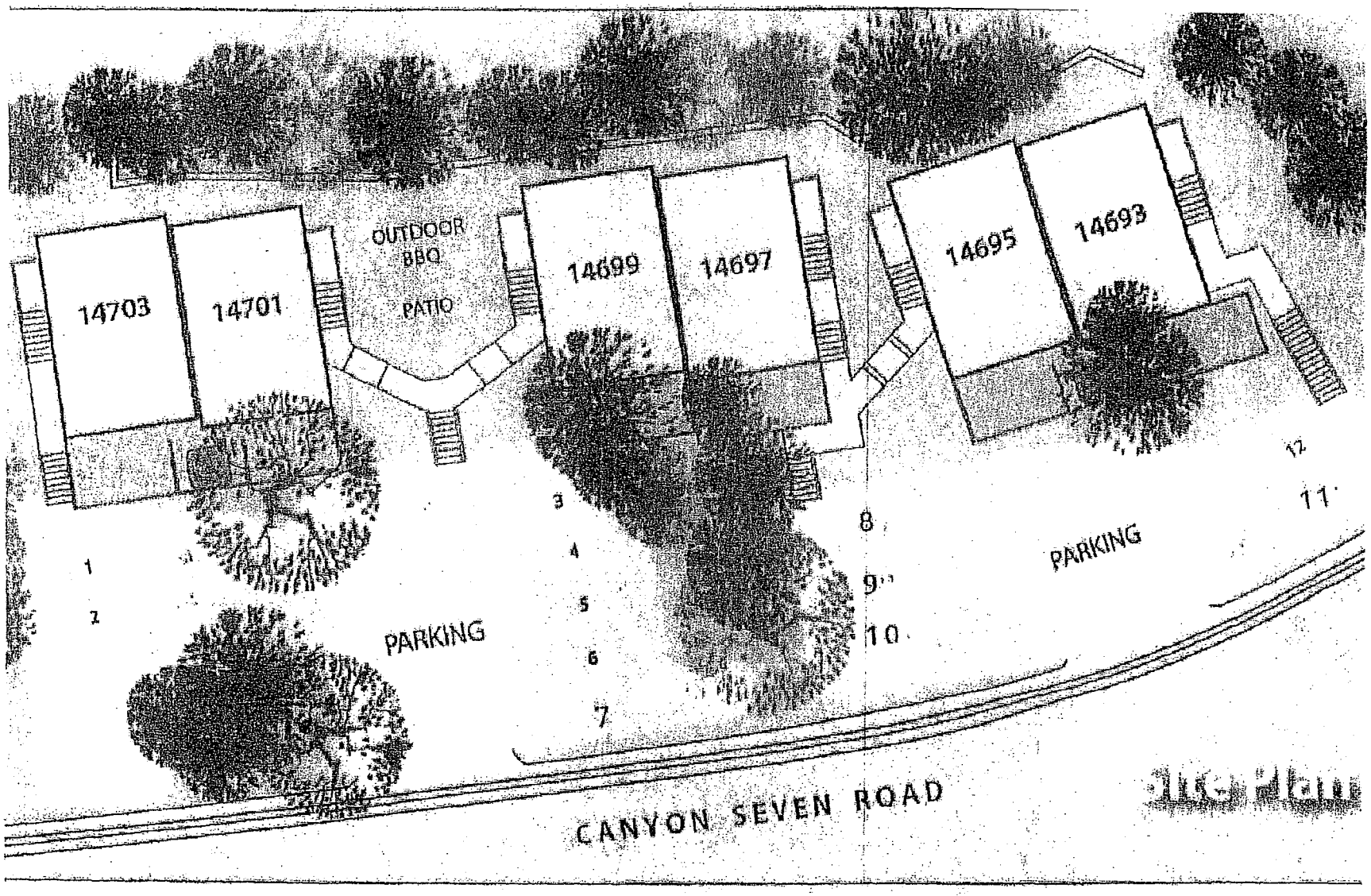
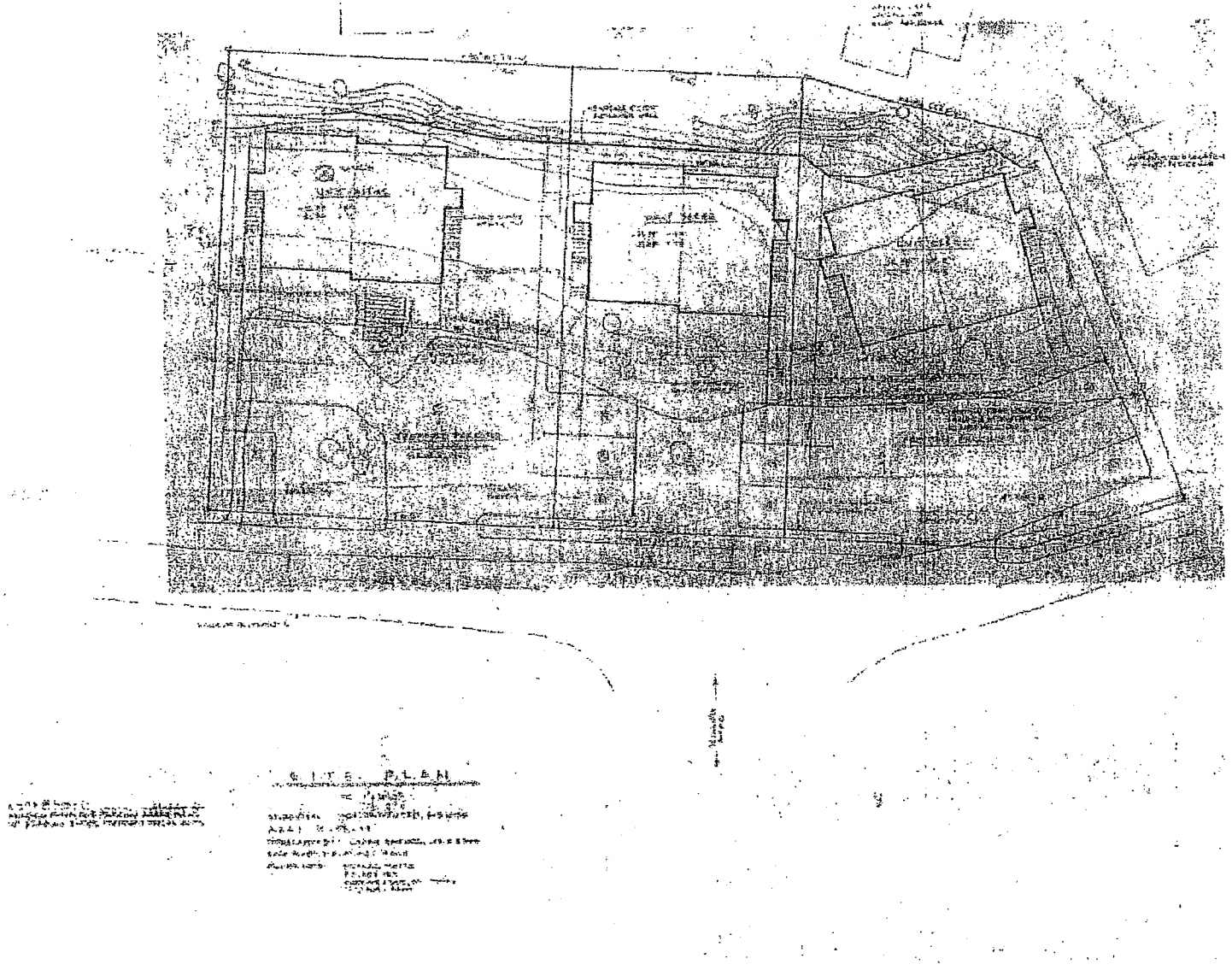



EXHIBIT G

PRMD

Activity # PLP12-0037

# Site Plan



Resolution Number

County of Sonoma
Santa Rosa, California

June 6, 2013
PLP12-0037 Jane Riley

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING TO THE BOARD OF SUPERVISORS ADOPTION OF A NEGATIVE DECLARATION AND AMENDING THE TEXT OF THE ZONING CODE, ZONE CHANGE, AND MODIFICATION OF THE CONDITIONS OF APPROVAL AS REQUESTED BY MERRILL MAZZA, FOR PROPERTY LOCATED AT 14701, 14703, 14693, 14695, 14697, AND 14699 CANYON 7 ROAD, RIO NIDO; APN 070-291-007.

WHEREAS, the applicant, Merrill Mazda, filed an application with the Sonoma County Permit and Resource Management Department to request to amend the text of Zoning Code to create a new X (Mixed Occupancy) combining zone, Zone Change from K (Recreational and Visitor Serving Commercial), F2 (Flood plain Combining District) district to add the X (Mixed Occupancy) combining district, and modification of Condition of Approval No. 29 of a previously approved Use Permit (UPE03-0017) to allow for both residential and transient occupancy uses of the six existing units on this 0.4 acre parcel located at 14701, 14703, 14693, 14695, 14697, and 14699 Canyon 7 Road, Rio Nido; APN 070-291-007; Supervisorial District No. 5; and

WHEREAS, a Negative Declaration was prepared and posted for the proposed project in accordance with the appropriate law and guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on June 6, 2013, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission recommends that the Board of Supervisors adopt the Negative Declaration. The Planning Commission certifies that the Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA guidelines, and finds that the Negative Declaration reflects the independent judgment of the Planning Commission.

BE IT FURTHER RESOLVED, that the Planning Commission recommends that the Board of Supervisors approve the requested Text Amendment to the Zoning Code, Zone Change, and Modification of the Condition of Approval No. 29 of a previously approved Use Permit (UPE03-0017).

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner , who moved its adoption, seconded by Commissioner , and adopted on roll call by the following vote:

Commissioner
Commissioner
Commissioner
Commissioner
Commissioner

Ayes: Noes: Absent: Abstain:

WHEREUPON, the Chair declared the above and foregoing resolution duly adopted; and

SO ORDERED.

# *Negative Declaration*

**Sonoma County Permit and Resource Management Department**
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Publication Date: April 22, 2013
Adoption Date:
State Clearinghouse: N/A

This statement and attachments constitute the **Negative Declaration** as proposed or adopted by the Sonoma County decision-making body for the project described below.

**File No.:** PLP12-0037

**Planner:** Jane Riley

**Project Name:** Canyon 7 Combining Zone

**Project Description:** Request to allow both permanent and transient occupancy of three existing duplexes (6 dwelling units) currently approved for transient occupancy only under Use Permit UPE03-0017. Request involves a Use Permit amendment; a Zoning Text Amendment to adopt the "X" Combining Zone for Mixed Occupancies; and a Rezone of the subject .4 acre site to add the X Combining Zone. No physical changes to the site are proposed or anticipated.

**Project Location:** See Location Map - Attached

**Environmental Finding:** The proposed project could not have a significant effect on the environment, and the adoption of a Negative Declaration is appropriate.

Based upon the information contained in the Initial Study included in the project file, it has been determined that there will be no significant environmental effect resulting from this project, provided that mitigation measures are incorporated into the project. The Negative Declaration has been completed in compliance with CEQA State and County guidelines and the information contained therein has been reviewed and considered.

There will not be a potential impact on biotic habitat of concern to Fish & Game.

**Initial Study:** Attached

**Decision-making Body:** Sonoma County Board of Supervisors

**Lead Agency:** Sonoma County Permit &Resource Management Dept.

# COUNTY OF SONOMA
## PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

## ENVIRONMENTAL CHECKLIST FORM

**FILE #:** PLP12-0037 **PLANNER:** Jane Riley

**PROJECT:** Canyon 7 Combining Zone **DATE:** April 22, 2013

**LEAD AGENCY:** Sonoma County Permit and Resource Management Department

**PROJECT LOCATION:** 14701 Canyon 7 Road, Rio Nido

**APPLICANT NAME:** Jim Olmsted for Merrill Mazza

**APPLICANT ADDRESS:** 2360 Mendocino Avenue #A2-225, Santa Rosa, California

**GENERAL PLAN DESIGNATION:** Recreation and Visitor Serving Commercial

**SPECIFIC/AREA PLAN:** Russian River Design Guidelines

**ZONING:** K (Recreation & Visitor-serving Commercial), F2 (Secondary Floodplain)

**DESCRIPTION OF PROJECT:**

The current application involves a request for a Zoning Text Amendment to add an "X" Combining District to the Zoning Code; a rezone to add this new combining zone to the subject site; and a modified use permit to reflect the actual uses on the site and remove the condition that requires all uses on site to be transient. An "X" Combining District would allow "mixed" residential occupancies (long-term and/or transient) on specific sites where such an arrangement makes sense.

**SURROUNDING LAND USES AND SETTING:**

The project site is situated on Canyon 7 Road at its intersection with Redwood Road. Most of the developed area of Rio Nido is zoned R1 (Low Density Residential). Surrounding development is of similar scale, but is less dense than the subject property in terms of units per acre. In additional to the R1 zoning, there are other properties in the immediate area that are also zoned K (Recreational and Visitor Serving Commercial). These include the adjoining parcel to the east (containing a duplex and single family residence), a parcel to the west across Canyon 7 (containing 7 cabins) and the Rio Nido Association Recreation Center property across Canyon 7.

**Other Public Agencies whose approval is required (e.g. permits, financing approval, or participation agreement):** None.

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Less than Significant with Mitigation" as indicated by the checklist on the following pages.

| | | |
|---|---|---|
| ___ Aesthetics | ___ Agricultural & Forest Resources | ___ Air Quality |
| ___ Biological Resources | ___ Cultural Resources | ___ Geology/Soils |
| ___ Greenhouse Gas Emission | ___ Hazards & Hazardous Materials | ___ Hydrology/Water Quality |
| ___ Land Use and Planning | ___ Mineral Resources | ___ Noise |
| ___ Population/Housing | ___ Public Services | ___ Recreation |
| ___ Transportation/Traffic | ___ Utilities/Service Systems | |
| ___ Mandatory Findings of Significance | | |

**DETERMINATION**
On the basis of this initial evaluation:

_X_ The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

___ Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

___ The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

___ The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed by in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

___ Although the proposed project could have a significant effect on the environment, all potentially significant effects were previously analyzed in an earlier EIR or Negative Declaration pursuant to applicable standards and potential impacts have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, including revisions or mitigation measures that are imposed upon the proposed project. There are no changes in the project, no new information related to potential impacts, and no changes in circumstances that would require further analysis pursuant to Section 15162 of CEQA Guidelines, therefore no further environmental review is required.

Incorporated Source Documents
In preparation of the Initial Study checklist, the following documents were referenced and are hereby incorporated as part of the Initial Study. All documents are available in the project file or for reference at the Permit and Resource Management Department.

_X_ Project Application and Description
_X_ Initial Data Sheet
_X_ County Planning Department's Sources and Criteria Manual
_X_ Sonoma County General Plan and Associated EIR
___ Specific or Area Plan _____
_X_ Sonoma County Zoning Ordinance
___ Sonoma County Rare Plant Site Identification Study
_X_ Project Referrals from Responsible Agencies
_X_ State and Local Environmental Quality Acts (CEQA)
_X_ Correspondence received on project

**EVALUATION OF ENVIRONMENTAL IMPACTS:**

1) A brief explanation is required for all answers except "No impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration (Section 15063 (c)(3)(D). In this case, a brief discussion should identify:

   a) Earlier Analysis Used. Identify and state where they are available for review.

   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated", describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats.

9) The explanation of each issue should identify:
   a) the significance criteria or threshold, if any, used to evaluate each question; and
   b) the mitigation measure identified, if any, to reduce the impact to less than significance.

| 1. **AESTHETICS** Would the project: | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Have a substantial adverse effect on a scenic vista? | | | | X |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | | | | X |
| c) Substantially degrade the existing visual character or quality of the site and its surroundings? | | | | X |
| d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? | | | | X |

**Comment:** The project does not include any physical or aesthetic changes to the site. The existing visual character of the site will not be affected.

The potential future placement of the X Combining Zone on other sites within the County would be a discretionary act and as such, would require review and analysis for each particular site. An assessment of the potential for aesthetic impacts would be made at that time.

**Mitigation:** None needed.

| 2. **AGRICULTURE AND FOREST RESOURCES** | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project: | | | | |
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | | | | X |

| | | | | |
|---|---|---|---|---|
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? | ____ | ____ | ____ | X |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? | ____ | ____ | ____ | X |
| d) Result in the loss of forest land or conversion of forest land to non-forest use? | ____ | ____ | ____ | X |
| e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? | ____ | ____ | ____ | X |

**Comment:** The project does not include any physical changes to the site. There are no farmlands or forest lands involved.

The potential future placement of the X Combining Zone on other sites within the County would be a discretionary act and as such, would require review and analysis for each particular site. An assessment of the potential for impacts to agricultural and forestry resources would be made at that time.

**Mitigation:** None needed.

3. **AIR QUALITY** Would the project:

| | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project: | | | | |
| a) Conflict with or obstruct implementation of the applicable air quality plan? | ____ | ____ | ____ | X |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | ____ | ____ | ____ | X |
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? | ____ | ____ | ____ | X |

| | | | | |
|---|---|---|---|---|
| d) Expose sensitive receptors to substantial pollutant concentrations? | ____ | ____ | ____ | X |
| e) Create objectionable odors affecting a substantial number of people? | ____ | ____ | ____ | X |

**Comment:** The project does not include any physical changes to the site. No additional traffic will be generated and there are no anticipated land use changes that would affect ambient air quality or result in odors.

The potential future placement of the X Combining Zone on other sites within the County would be a discretionary act and as such, would require review and analysis for each particular site. An assessment of the potential for air quality impacts would be made at that time.

**Mitigation:** None needed.

| 4. **BIOLOGICAL RESOURCES** Would the project: | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | ____ | ____ | ____ | X |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | ____ | ____ | ____ | X |
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | ____ | ____ | ____ | X |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | ____ | ____ | ____ | X |
| e) Conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance? | ____ | ____ | ____ | X |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state Habitat conservation plan? | ____ | ____ | ____ | X |

**Comment:** The project does not include any physical changes to the site. No biological resources are affected.

The potential future placement of the X Combining Zone on other sites within the County would be a discretionary act and as such, would require review and analysis for each particular site. An assessment of the potential for biotic impacts would be made at that time.

**Mitigation:** None needed.

| 5. **CULTURAL RESOURCES** Would the project: | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5? | ____ | ____ | ____ | X |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5? | ____ | ____ | ____ | X |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | ____ | ____ | ____ | X |
| d) Disturb any human remains, including those interred outside of formal cemeteries? | ____ | ____ | ____ | X |

**Comment:** The project does not include any physical changes to the site. There is no potential for impacts to cultural resources. The project proposal was routed to the California Historic Resources Information System, who have indicated that no further study for archeological resources is recommended.

The potential future placement of the X Combining Zone on other sites within the County would be a discretionary act and as such, would require review and analysis for each particular site. An assessment of the potential for impacts to cultural resources would be made at that time.

**Mitigation:** None needed.

| 6. **GEOLOGY AND SOILS** Would the project: | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: | | | | |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | ____ | ____ | X | ____ |
| ii) Strong seismic ground shaking? | ____ | ____ | X | ____ |
| iii) Seismic-related ground failure, including | | | | |

| | | | | |
|---|---|---|---|---|
| liquefaction? | ____ | ____ | X | ____ |
| iv) Landslides? | ____ | ____ | ____ | X |
| b) Result in substantial soil erosion or the loss of topsoil? | ____ | ____ | ____ | X |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? | ____ | ____ | ____ | X |
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? | ____ | ____ | X | ____ |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? | ____ | ____ | ____ | X |

**Comment:** All of Sonoma County is subject to seismic shaking that would result from earthquakes along the San Andreas, Healdsburg-Rodgers Creek, and other faults. Predicting seismic events is not possible, nor is providing mitigation that can entirely reduce the potential for injury and damage that can occur during a seismic event. However, using accepted geotechnical evaluation techniques and appropriate engineering practices, potential injury and damage can be diminished, thereby exposing fewer people and less property to the effects of a major damaging earthquake.

The property is already fully developed to current standards. No physical changes to the site are proposed.

The potential future placement of the X Combining Zone on other sites within the County would be a discretionary act and as such, would require review and analysis for each specific site proposed for the Zone. An assessment of the potential for environmental impact would be made at that time.

**Mitigation:** None needed.

| 7. **GREENHOUSE GAS EMISSION** Would the project: | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | ____ | ____ | ____ | X |
| b) Conflict with any applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | ____ | ____ | ____ | X |

**Comment:** The project does not include any physical changes to the site. There is no potential for changes to greenhouse gas emissions.

The potential future placement of the X Combining Zone on other sites within the County would be a discretionary act and as such, would require review and analysis for each particular site. An assessment of the potential for greenhouse gas emissions would be appropriately made at that time.

**Mitigation:** None needed.

8. **HAZARDS AND HAZARDOUS MATERIALS**

| Would the project: | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | | | | X |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | | | | X |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | | | | X |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? | | | | X |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? | | | | X |
| f) For a project located within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? | | | | X |
| g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | | | | X |
| h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? | | | X | |

**Comment:** The project does not include any physical changes to the site. Thereare no land

use changes that would result in an increase is exposure to hazardous materials. The site is not located near a public or private airport or airstrip. The project area in an area designated by the California Department of Forestry and Fire Prevention (CAL Fire) as an area subject to moderate fire hazard severity. The proposed project does not increase the number of potential people or structures who might be exposed to the risk.

The potential future placement of the X Combining Zone on other sites within the County would be a discretionary act and as such, would require review and analysis for each particular site. An assessment of the potential for environmental impacts would be made at that time.

**Mitigation:** None needed.

9. **HYDROLOGY AND WATER QUALITY**
Would the project:

| | | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|---|
| a) | Violate any water quality standards or waste discharge requirements? | ____ | ____ | ____ | X |
| b) | Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted? | ____ | ____ | ____ | X |
| c) | Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? | ____ | ____ | ____ | X |
| d) | Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site? | ____ | ____ | ____ | X |
| e) | Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? | ____ | ____ | ____ | X |
| f) | Otherwise substantially degrade water quality? | ____ | ____ | ____ | X |
| g) | Place housing within a 100-year hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? | ____ | ____ | X | ____ |
| h) | Place within a 100-year flood hazard area | | | | |

| | | | | |
|---|---|---|---|---|
| structures which would impede or redirect flood flows? | ____ | ____ | X | ____ |
| i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? | ____ | ____ | X | ____ |
| j) Inundation by seiche, tsunami, or mudflow? | ____ | ____ | ____ | X |

**Comment:** Because no physical changes to the site are proposed, drainage patterns will not be affected and the project will not increase the area covered with impervious surfaces. The site is served by public water and the project will not have an impact on groundwater supplies.

The entire project site lies within the F2 100-year flood plain, and as such all new construction must have a finished floor area at least 1' above the Base Flood Elevation (BFE). The existing structures onsite have been constructed in conformance with this requirement. The project does not involve any new construction, does not include any changes that might affect the flood area, and will not increase exposure to flooding risks nor increase the potential for flooding.

The potential future placement of the X Combining Zone on other sites within the County would be a discretionary act and as such, would require review and analysis for each particular site. An assessment of hydrological conditions and any potential for exposure to flood events would be made at that time.

**Mitigation:** None required.

| 10. **LAND USE AND PLANNING** Would the project: | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Physically divide an established community? | ____ | ____ | ____ | X |
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | ____ | ____ | X | ____ |
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan? | ____ | ____ | X | ____ |

**Comment:** The project involves a Rezoning to add the "X" Combing District but will not change the existing uses on the site. Only the length of tenancy for each of the existing units would be affected.

The project also involves a Zoning Code Text Amendment to add the new "X" Combining District. Because the Rezoning of any property to add the "X" Zone would be discretionary and would require the review and approval of the Planning Commission and the Board of Supervisors), CEQA analysis would be conducted at the time that the request is made for any particular site. As such, the zoning text amendment to add these uses subject to a use permit would not pose a CEQA issue.

**Mitigation:** None needed.

| 11. **MINERAL RESOURCES** Would the project: | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | | | | X |
| b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | | | | X |

**Comment:** The project does not include any physical changes to the site. There are no mineral resources involved. The potential future placement of the X Combining Zone on other sites within the County would be a discretionary act and as such, would require review and analysis for each particular site. An assessment for potential impacts to mineral resources would be appropriate at that time.

**Mitigation:** None needed.

| 12. **NOISE** Would the project result in: | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | | | | X |
| b) Exposure of persons to or generation of excessive groundborne vibration or ground borne noise levels? | | | | X |
| c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? | | | | X |
| d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? | | | | X |
| e) For a project located within an airport land use plan or, where such plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | | | | X |
| f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? | | | | X |

**Comment:** The project does not include any physical changes to the site and no significant changes to the existing residential land uses. There are no changes to ambient noise levels anticipated. The project site is not located near a public airport or private airstrip.

The potential future placement of the X Combining Zone on other sites within the County would be a discretionary act and as such, would require review and analysis for any particular site. An assessment of the potential for noise impacts would be made at that time.

**Mitigation:** None needed.

| 13. **POPULATION AND HOUSING** Would the project: | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | | | | X |
| b) Displace substantial numbers of existing housing necessitating the construction of replacement housing elsewhere? | | | X | |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? | | | X | |

**Comment: :** The project does not include any physical changes to the site and no significant changes to the existing residential land uses. No growth-inducing changes are proposed or anticipated.

Based on the project objectives which include allowing the existing units to be rented on either a long-term or a transient basis as needed, it appears that there may be some potential for long-term tenants of more than 30 days to be asked to leave so that the home can be rented on a transient basis. All such request would need to meet the requirements of Fair Housing Law, including the provision of adequate notice to tenants under the law.

The potential future placement of the X Combining Zone on other sites within the County would be a discretionary act and as such, would require review and analysis for each particular site. An assessment of the potential for impacts to housing stock and population change would be appropriately made at that time.

**Mitigation:** None needed.

| 14. **PUBLIC SERVICES** Would the project: | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain | | | | |

| | | | | |
|---|---|---|---|---|
| acceptable service ratios, response times or other performance objectives for any of the public services: | | | | |
| Fire protection? | ____ | ____ | ____ | X |
| Police protection? | ____ | ____ | ____ | X |
| Schools? | ____ | ____ | ____ | X |
| Parks? | ____ | ____ | ____ | X |
| Other public facilities? | ____ | ____ | ____ | X |

**Comment:** The project does not include any physical changes to the site and no significant changes to existing land uses that would increase the need for public services. There are no changes to public services anticipated.

The potential future placement of the X Combining Zone on other sites within the County would be a discretionary act and as such, would require review and analysis for any particular site. An assessment of the potential for impacts to public services would be made at that time

**Mitigation:** None needed.

| 15. **RECREATION** Would the project: | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | ____ | ____ | ____ | X |
| b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? | ____ | ____ | ____ | X |

**Comment:** The project does not include any physical changes to the site and no significant changes to existing land uses that would increase recreational needs. There are no changes to public services anticipated.

The potential future placement of the X Combining Zone on other sites within the County would be a discretionary act and as such, would require review and analysis for each particular site. An assessment of the potential for impacts to recreational services and facilities would be made at that time.

**Mitigation:** None needed.

| 16. **TRANSPORTATION/TRAFFIC** Would the project: | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? | ____ | ____ | ____ | X |
| b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? | ____ | ____ | ____ | X |
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? | ____ | ____ | ____ | X |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment? | ____ | ____ | ____ | X |
| e) Result in inadequate emergency access? | ____ | ____ | ___ | X |
| f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? | ____ | ____ | ____ | X |
| g) Result in inadequate parking capacity? | ____ | ____ | ____ | X |

**Comment:** The project does not include any physical changes to the site and no significant changes to existing land uses that would result in an increase in occupancy levels, transit needs, parking or circulation. Adequate parking is already provided and no changes are proposed. There are no changes to traffic or circulation patterns anticipated.

The potential future placement of the X Combining Zone on other sites within the County would be a discretionary act and as such, would require review and analysis for each particular site. An assessment of the potential for traffic impacts would be made at that time.

**Mitigation:** None needed.

| 17. **UTILITIES AND SERVICE SYSTEMS**<br>Would the project: | Potentially Significant Impact | Less than Significant with Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | Control Board? | ____ | ____ | ____ | X |
| b) | Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | ____ | ____ | ____ | X |
| c) | Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | ____ | ____ | ____ | X |
| d) | Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? | ____ | ____ | ____ | X |
| e) | Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | ____ | ____ | ____ | X |
| f) | Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? | ____ | ____ | ____ | X |
| g) | Comply with federal, state, and local statutes and regulations related to solid waste? | ____ | ____ | ____ | X |

**Comment:** The project does not include any physical changes to the site and no significant changes to existing land uses, occupancy levels, population or utilities. The site is currently served by public sewer, water, and other utilities and no increase in the need for these utilities is anticipated.

The potential future placement of the X Combining Zone on other sites within the County would be a discretionary act and as such, would require review and analysis for each particular site. An assessment of the potential for impacts to utilities and service systems would be made at that time.

**Mitigation:** None needed.

18. **MANDATORY FINDINGS OF SIGNIFICANCE**

| | | Yes | No |
|---|---|---|---|
| a) | Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | ____ | X |
| b) | Does the project have impacts that are individually limited, but cumulatively considerable? | | |

| | | |
|---|---|---|
| ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? | ____ | X |
| c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? | ____ | X |

**Comment:** The project involves a Rezoning to add the "X" Combing District along with a change to one of the existing project condition of approval, but will not physically change any aspects of the existing uses on the site. Only the length of tenancy for each of the existing units would be affected.

The proposed change to the zoning code to add the X Combining Zone is expected to have no overall impact on physical characteristics within the county, only on length of occupancies. Without further implementation, adoption of the Text Amendment to add the X Combining Zone will not result in any direct environmental effects. Any potential environmental impacts will depend upon site-specific considerations, and are discussed here solely on a programmatic basis. At present, based on the available information, there is no reason to conclude that any aspect of the program will result in significant environmental impacts. Future projects to Rezone a particular property to add the X Combining Zone would be evaluated on a case by case basis, which would involve further site-specific environmental review pursuant to CEQA. The location and extent of such requests is not known at this time.

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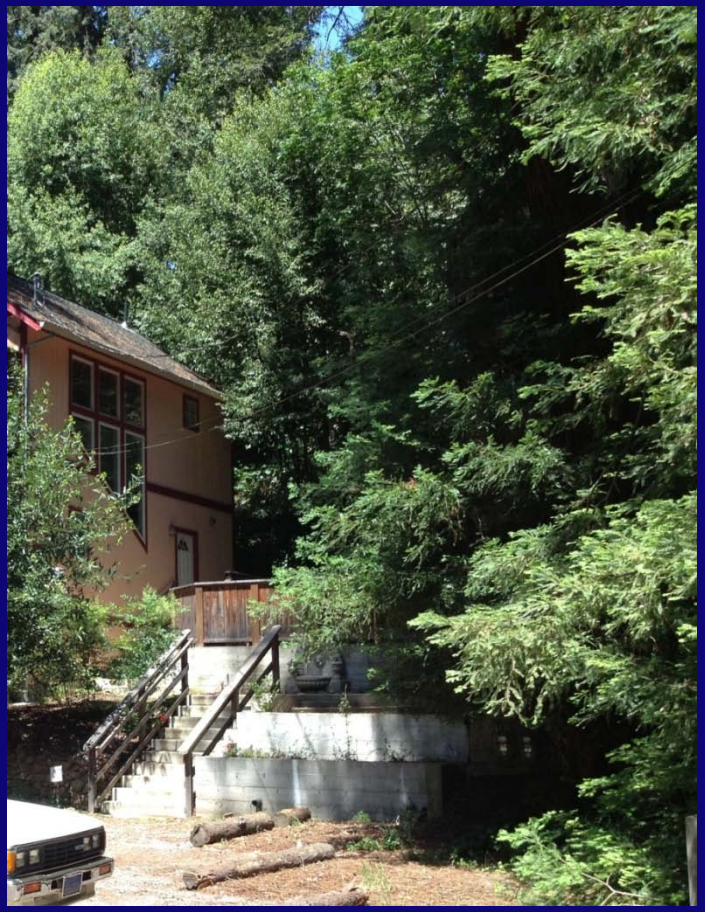
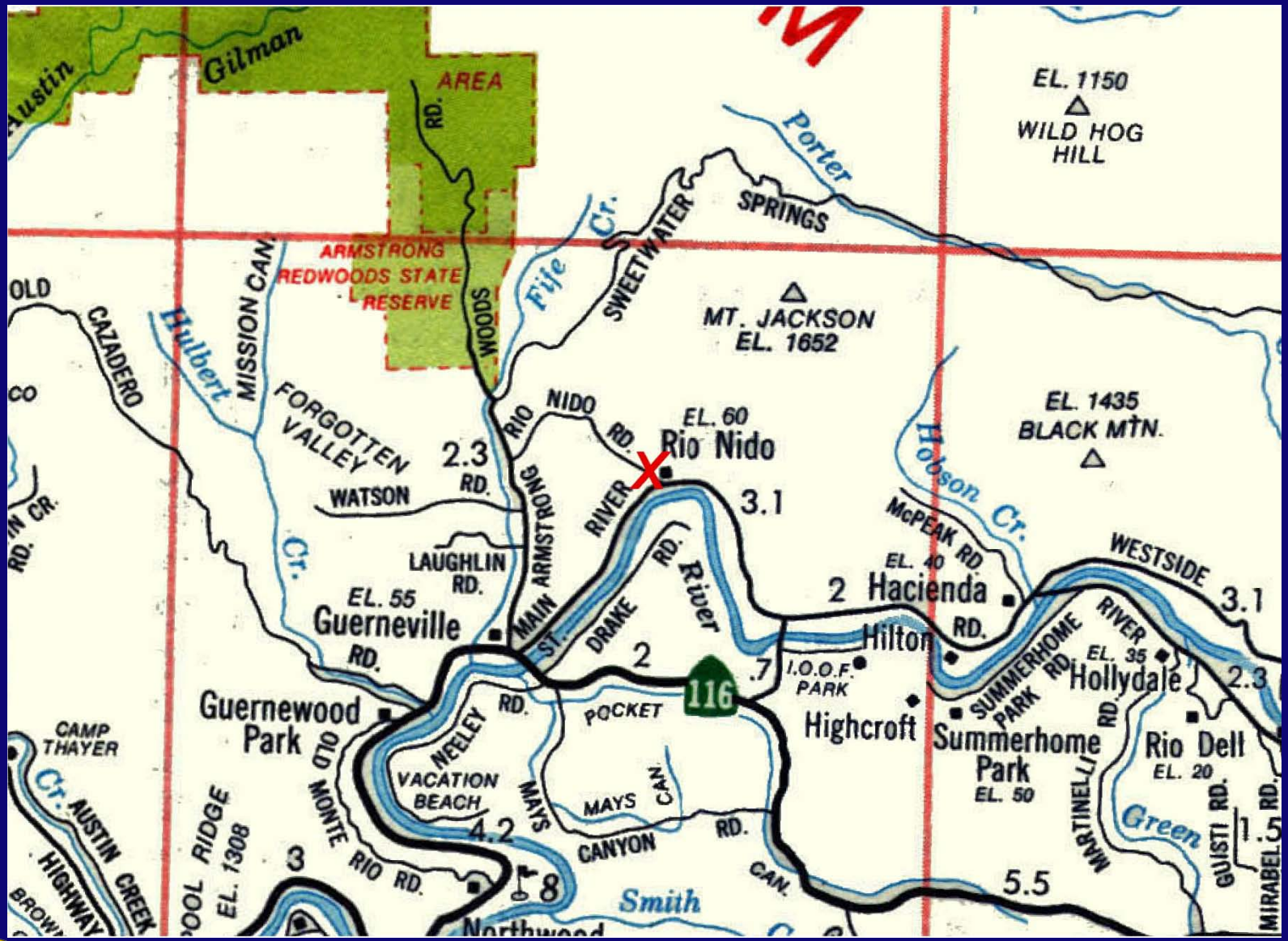
# Project Description

- Adopt a new “X” Combining Zone
- Rezone site to add “X” allowing mix of occupancy terms
- Amend existing UP to allow mixed occupancy



# Vicinity Map

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Activity # PLP12-0037

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Activity # PLP12-0037

# Site Photo

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Activity # PLP12-0037

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Activity # PLP12-0037

# Site Photo

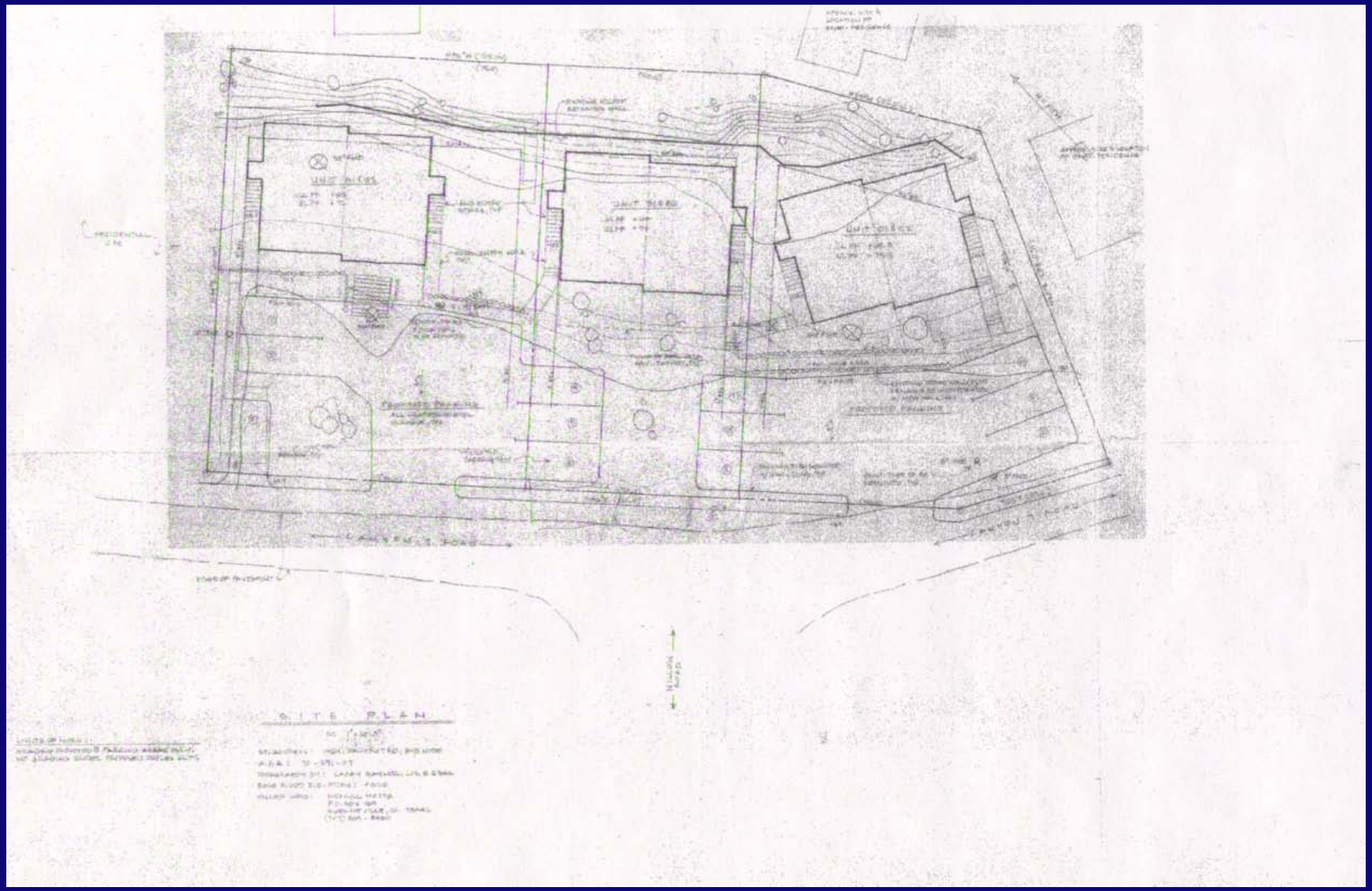
# Background

- Previously 12 units
  - Once transient cabins, then month-to-month
  - Deterioration of condition of cabins; fire
- 1993 - no more “dwelling groups” in “K”
- UPE93-0784 approved with conditions
  - Deteriorated cabins removed; ACCs recorded
  - Use Permit expired w/out new construction
- UPE03-0017 approved with conditions
  - COA #29 – transient only
  - 2006 request to amend UP was denied by BZA
  - 2007 – GPA request not supported; withdrawn
  - 2008 – new General Plan (GP2020) adopted

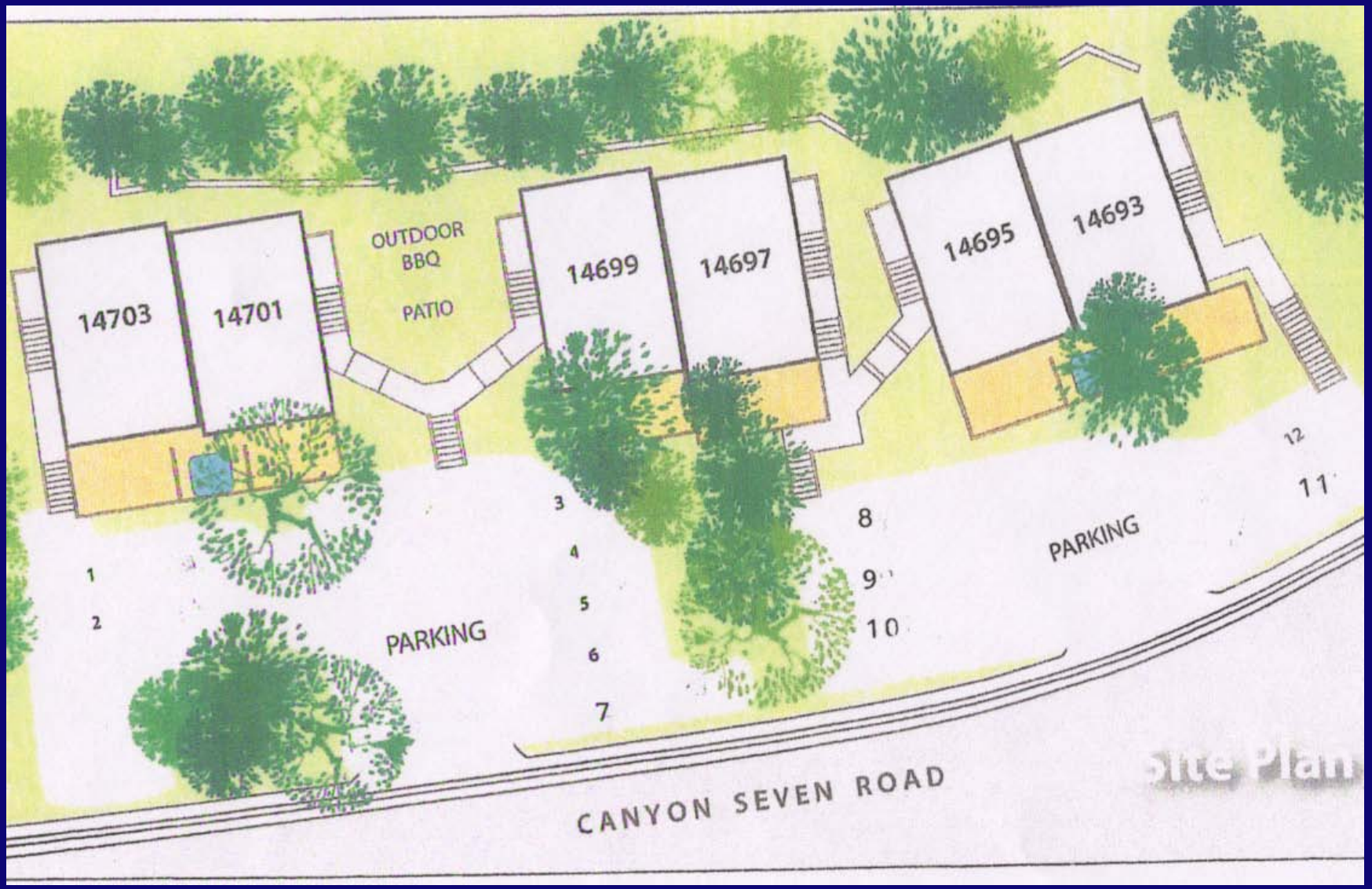
# “X” Mixed Occupancy Combining Zone

- Allow both long-term and transient on same site
- Provides flexibility in types and terms of occupancy
- Could be applied to commercial/recreational sites
  - K, ~~LC, C2, PC~~
- Only where compatible
- Use Permit
- No loss of units

# Site Plan/ACC Map



# Site Plan

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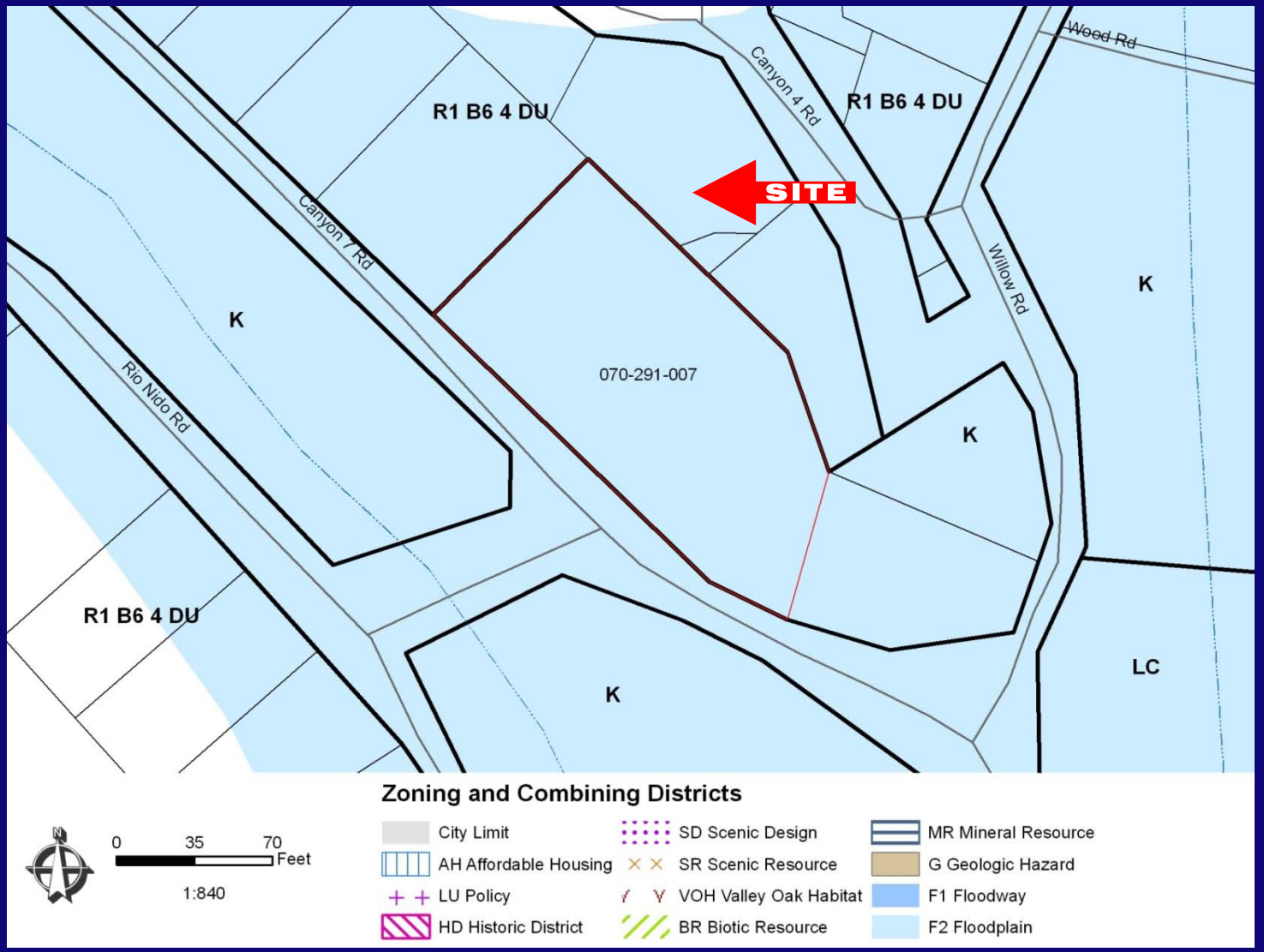
# Zoning Map

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# Site Photo

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# Article 77

## X MIXED OCCUPANCY COMBINING ZONE

**26.77.005 - Purpose.** The purpose of the X Combining Zone is to provide flexibility in types and terms of occupancy on designated commercial, recreational, and residential properties. The X Combining Zone may be applied where both the use allowed by the base zone and the use allowed by the X Combining Zone are desired and compatible.

**26.77.010 – ~~Designation Criteria~~**. ***Applicability***. The X Combining Zone may be applied to the following Base Zone Districts:

Recreation and Visitor-Serving Commercial (K)

~~Limited Commercial (LC)~~

~~Retail and Services (C2)~~

~~Planned Community (PC)~~

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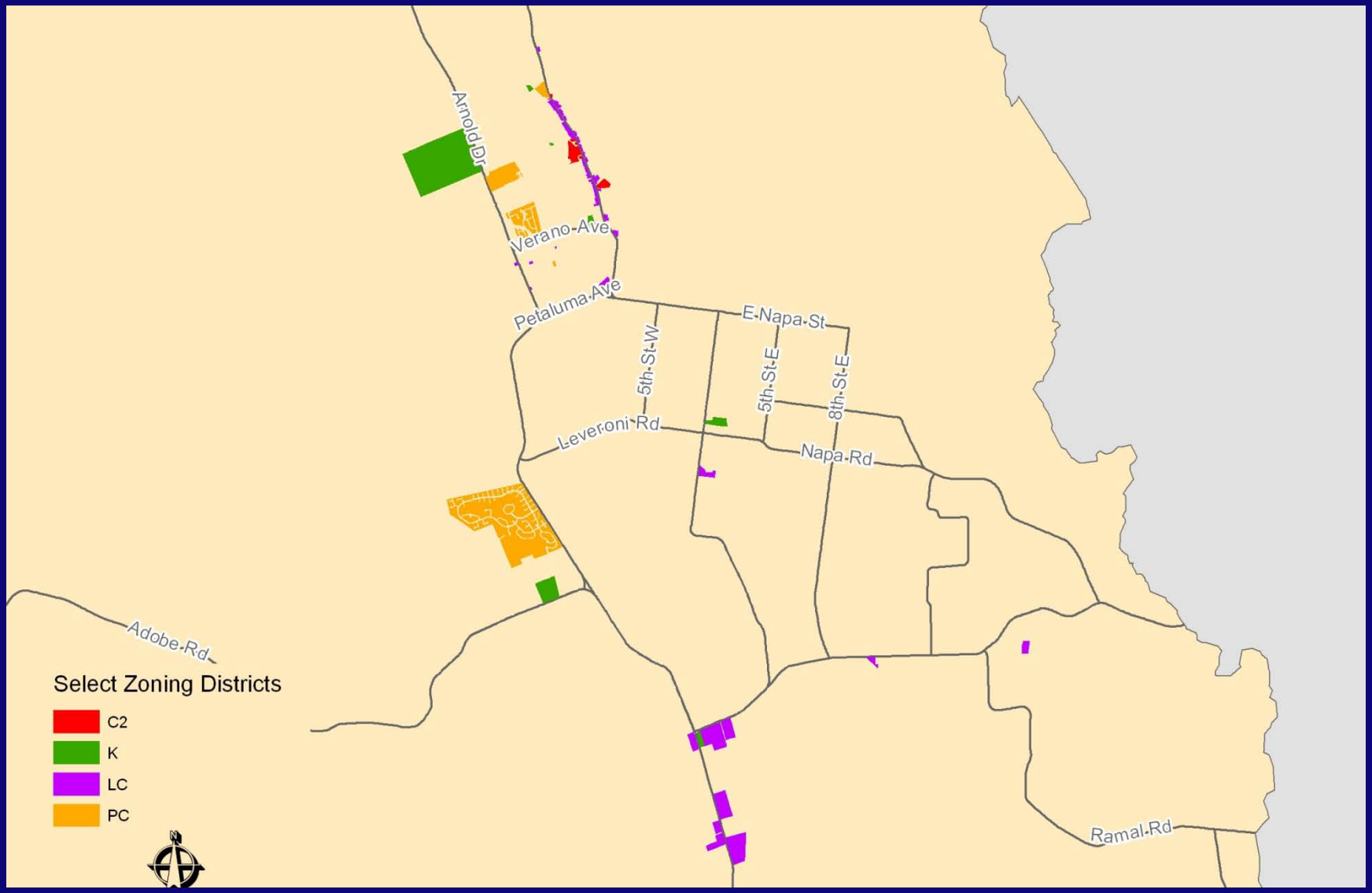
# 1st District

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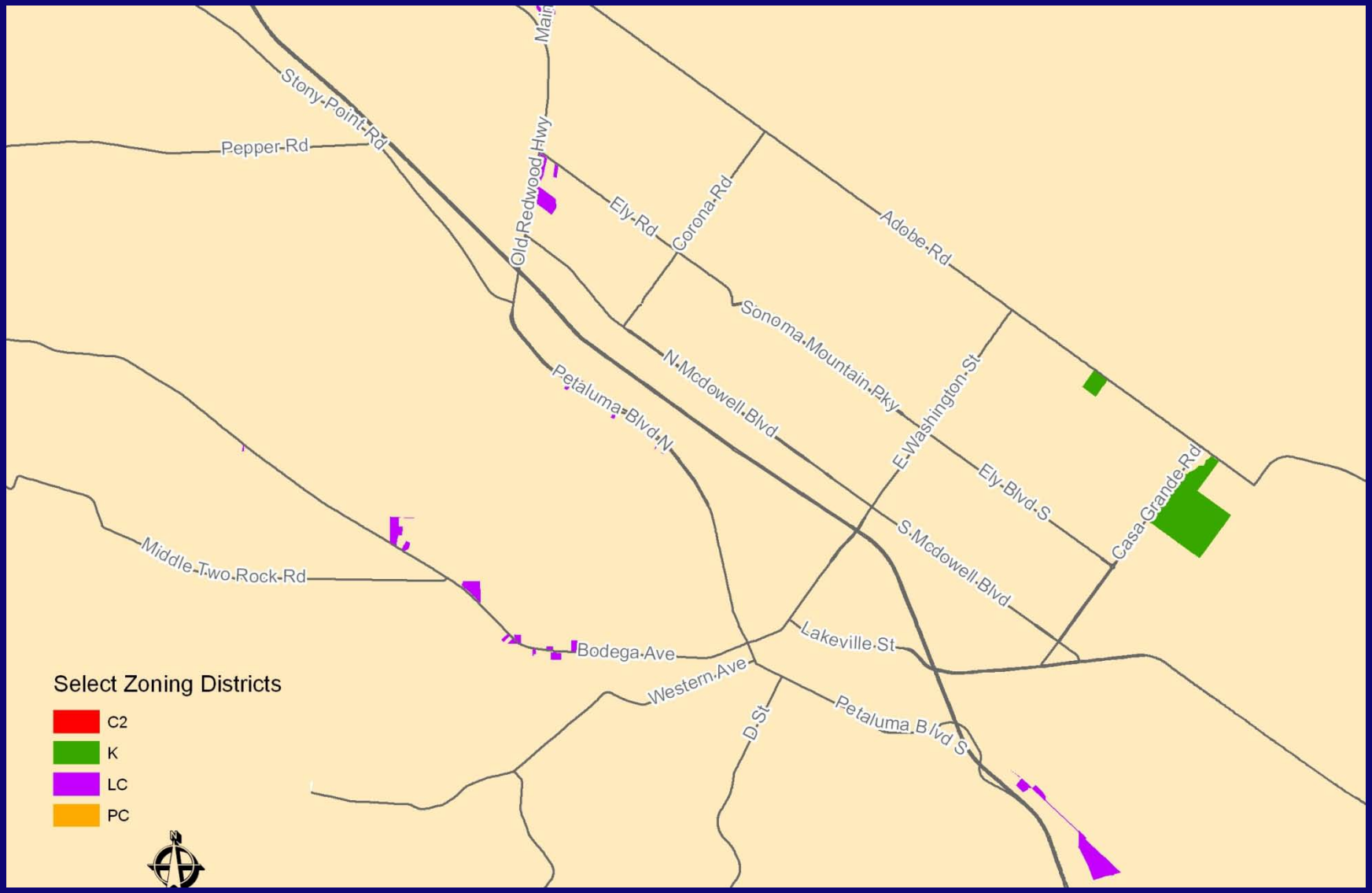
# 2nd District

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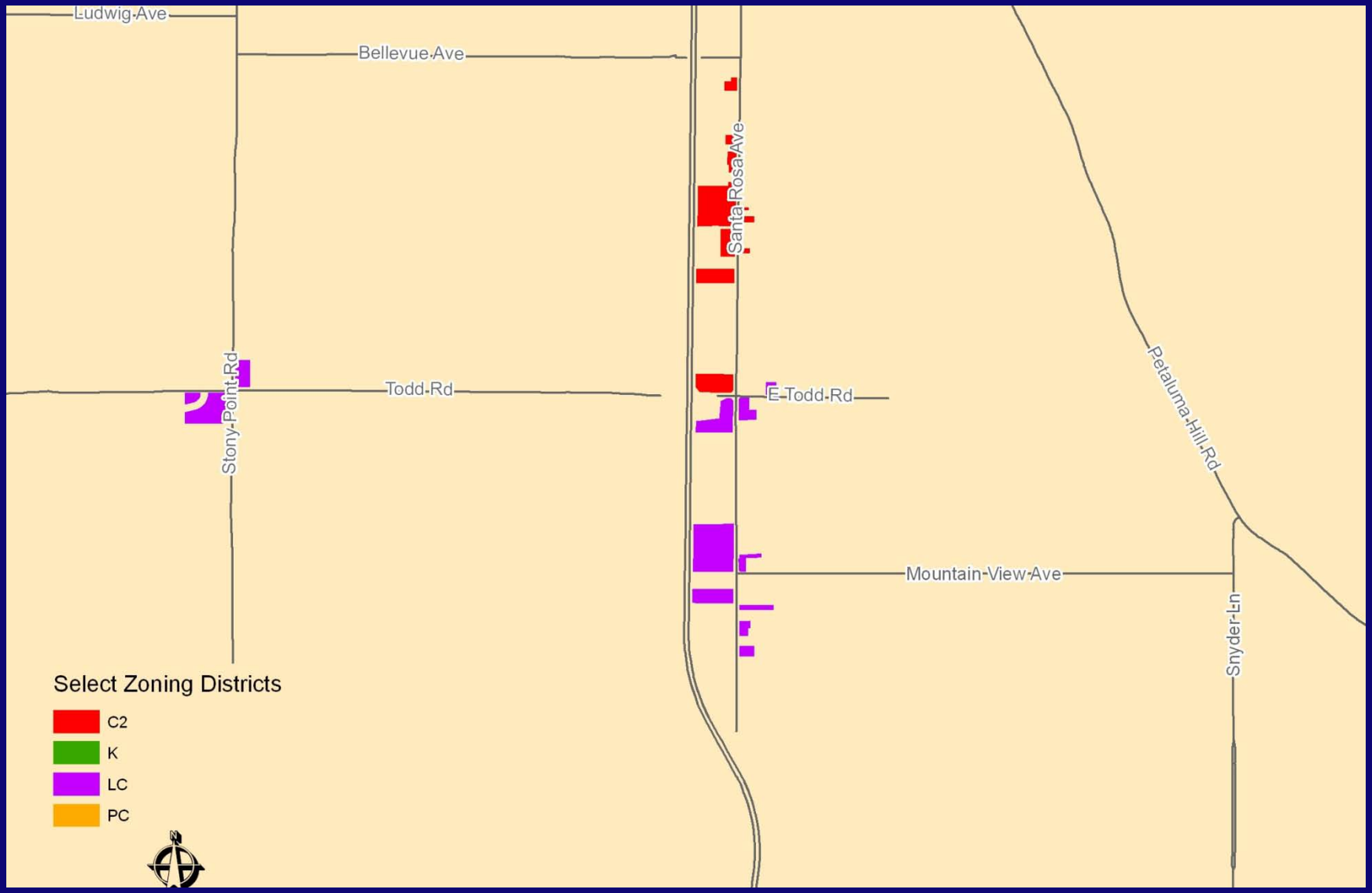
# 3rd District

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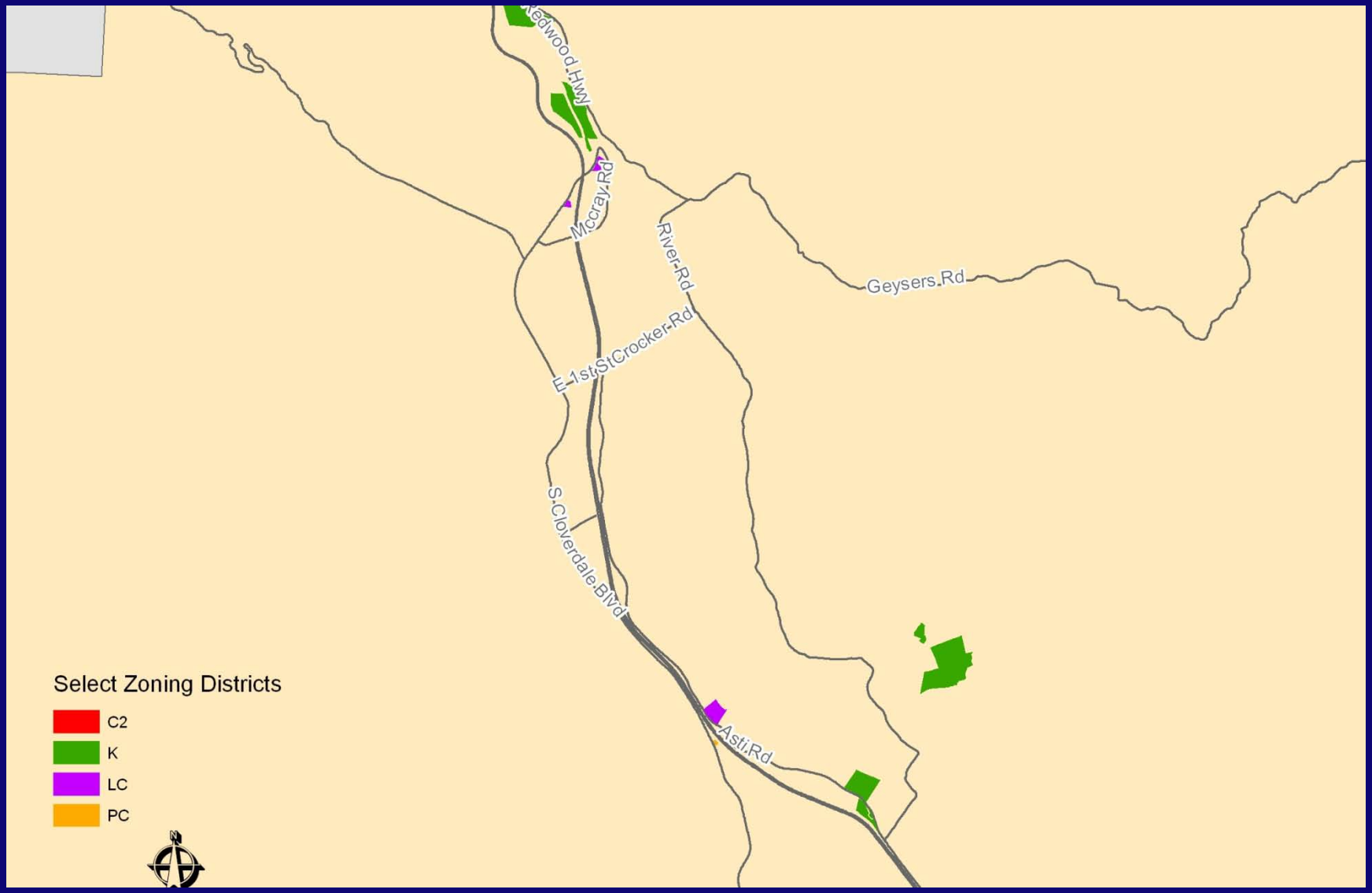
# 4th District

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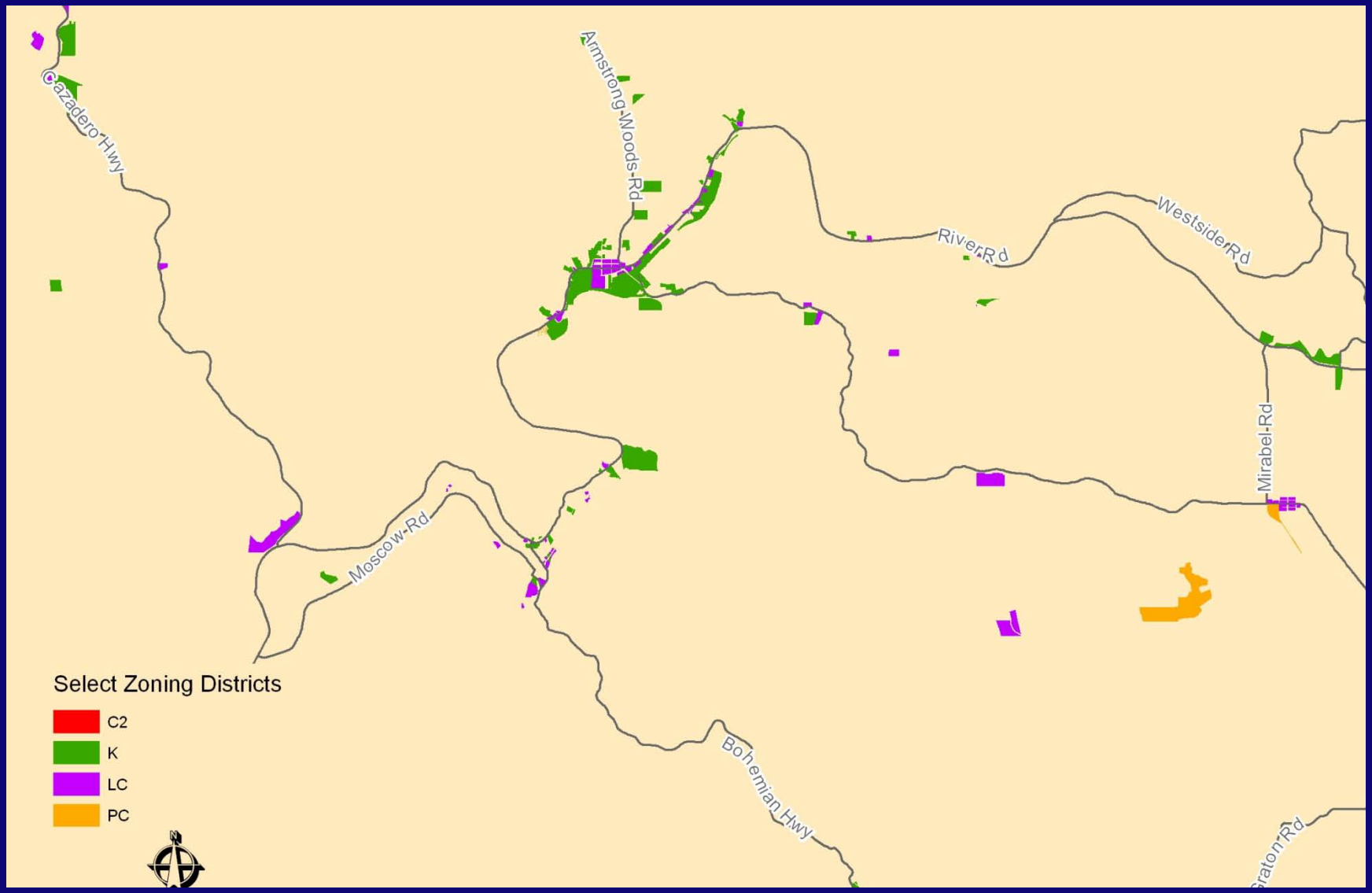
# 5th District

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**26.77.015 – Designation Prohibited**. The X Combining Zone may not be applied to any property or residential unit protected under a long-term affordability agreement, or ~~in such a manner as to cause a loss of permanent housing units in favor of visitor-serving uses.~~ *to properties zoned for residential use*. The X Zone may also not be applied when a rezone to a different base zone would better reflect the proposed land use or the project objectives.

**26.77.020 - Uses Permitted with a Use Permit**. *In addition to the u*ses permitted ~~within the X Combining Zone are the same as those permitted~~ within the ~~underlying~~ *base* Zone District, ~~Additionally,~~ the following uses may be permitted subject to the granting of a use permit:

Single Room Occupancy (SRO) facilities, subject to the standards in 26-88-125.

Mixed Occupancies. Residential uses such as condominiums with mixed lengths of occupancy, time shares, stock cooperatives, resorts, extended stay hotels, and similar projects where a mix of transient and long-term occupancies are desired.

**26.77.030 - Development Standards**.

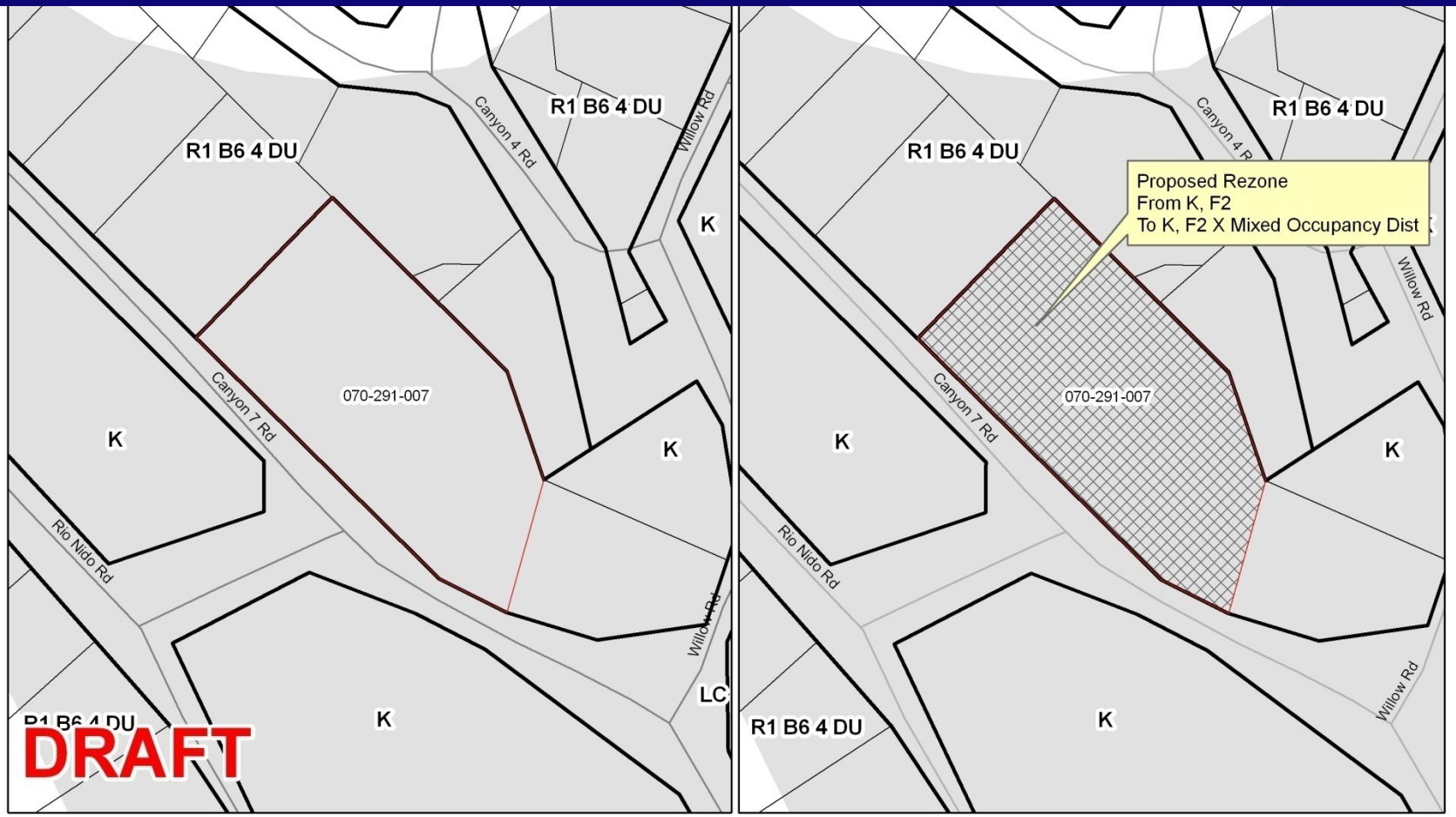
Development standards shall be the same as those of the underlying Zone District.

No new development shall be allowed within the F1 Flood Way, other than seasonal camping.

Development within the F2 Flood Plain shall conform to Chapter 7B of the Sonoma County Code.

Development and conversions of existing structures shall be subject to applicable accessibility requirements, as determined by the Building Official.

# Sectional District



# Revised Use Permit Condition

~~29. This Use Permit allows the construction of one duplex on each of three separate contiguous parcels for transient occupancy not to exceed thirty (30) consecutive calendar days~~. This project shall be implemented in conformance with the proposal statement dated January 21, 2004, the site plan dated September 11, 2003, and as modified by these conditions *and the Staff Report for PLP12-0037 dated June 6, 2013*.

# New Use Permit Condition

41. Lease agreements with residential tenants shall include a disclosure informing residents of the potential for Transient use of their units and a resulting change in lease terms. Tenants shall be afforded all protections and Noticing required by the law.

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