

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

TUESDAY

AUGUST 20, 2013

8:30 A.M.

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

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

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

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

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

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

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

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

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

8:30 A.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA

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

II. BOARD MEMBER ANNOUNCEMENTS

III. CONSENT CALENDAR

(Items 1 through 29)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 4)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution honoring Pete Parkinson, on his retirement as Director, for his many contributions to the Permit and Resource Management Department and to the County of Sonoma. (Permit and Resource Management)
2. Adopt a Gold Resolution proclaiming August 26, 2013 to be Women's Equality Day in Sonoma County. (Human Resources)

PRESENTATIONS AT DIFFERENT DATE

3. Adopt a Gold Resolution honoring and acknowledging Janet Ramatici on the occasion of her retirement as Executive Director from the Petaluma Education Foundation. (Second District)
4. Adopt a Gold Resolution proclaiming August 15, 2013 as Wells Fargo Center for the Arts Day in Sonoma County. (Fourth District)

SONOMA COUNTY WATER AGENCY

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

5. Authorize the Chair to execute an agreement with Sonoma Ecology Center to provide Sonoma Creek and tributaries debris management for flood control, and landowner outreach and education assistance for the amount of \$25,000; agreement terminates on December 31, 2014. (First District)

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

6. Review and accept Agreed Upon Procedures and review reports of the Sonoma County Treasury for compliance with Government Code 26920 for the quarter ending June 30, 2013.
7. Review and accept the Annual Report of County Service Area No. 40 – Fire Services for the fiscal year ended June 30, 2012.
8. Review and approve the quarterly Treasury Financial Report April 1 through June 30, 2013.

CONSENT CALENDAR (Continued)

9. Approve the County of Sonoma Statement of Investment Policy.
10. Authorize the Auditor-Controller-Treasurer-Tax Collector to execute an agreement with MAXIMUS Consulting Services, Inc. for county-wide State Mandate (SB90) consulting services for a term of three years (\$76,550) with an option for two additional years (\$54,300) for a total amount of \$130,850.
11. Authorize the Chair to execute an agreement for parking citation processing services, handheld ticket writing hardware and hardware/software maintenance services with Phoenix Group Information Systems for the term of July 1, 2013 to June 30, 2015 in an amount not to exceed \$40,500 annually.
12. Adopt a Resolution authorizing the \$8.7 million annual financing used to advance delinquent taxes to taxing jurisdictions in Fiscal Year 2012-13 and the renewal of prior delinquent tax anticipation notes as authorized by the Alternative Method of Property Tax Allocation.

BOARD OF SUPERVISORS

13. Disbursement of Fiscal Year 2013-14 Advertising Funds (Third District) – Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotions activities for Fiscal Year 2013-14: Artistic Wonders Society for the Wunderkammer event, \$1,000.

GENERAL SERVICES

14. Authorize the Purchasing Agent to execute a Blanket Purchase Order with Applied Pest Management, Inc. for pest extermination services effective September 1, 2013, through August 31, 2014, with the option to extend for two (2) additional one (1) year periods, providing that extensions are agreeable to both parties.

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)

15. Adopt a Concurrent Resolution amending the Salary Resolution 95-0926, Section 18.3, One-Time Lump-Sum, Non-Recurring and Non-Pensionable Payments, authorizing the deposit of the two \$100 County Health Reimbursement Arrangement (HRA) contributions, to instead be deposited into a Flexible Spending Account (FSA) for eligible active employees not enrolled in a County sponsored medical plan.

CONSENT CALENDAR (Continued)

HUMAN SERVICES

16. Authorize the Director of Human Services to sign amendments to increase the amount of three contracts from \$25,000 to \$50,000 each, with Council on Aging, Brabetz Inc., and Janelle Melvin-Macrae, for adult care direct client services, no change to the original term (July 1, 2012 and ending June 30, 2014).
17. Authorize the Director of Human Services to execute agreements with the University of California, Davis Extension to provide Eligibility Worker, Child Welfare, and Adult Services training to Human Services Department staff for the period of July 1, 2013 through June 30, 2014 for a total contract value of \$193,550 with the Human Services Department share of cost of \$167,085.
18. Authorize the Director of Human Services to execute Amendment No. 1 to an existing Fiscal Year 2012-13 agreement with the Northern California Center for Well Being for the Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Human Services Department continuation of Community Expansion Grant, increasing the contract by \$5,000 resulting in a new total not to exceed amount of \$112,106, no change to the term through September 30, 2013.

HUMAN SERVICES / IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

19. Adopt a Resolution of the In-Home Support Services Public Authority Board of Directors approving the Memorandum of Understanding with SEIU, United Healthcare Workers (UHW) from October 1, 2013 through September 30, 2015.

PERMIT AND RESOURCE MANAGEMENT

20. Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment between three parcels under Williamson Act contract for Westside Grapes LLC – David DiLoreto, for property located at 6050 Westside Road, Healdsburg (APNs 110-160-016, -011 and -017) and 6025 Westside Road (APN 116-160-006) (File LLA12-0055). (Fourth District)

SHERIFF'S OFFICE

21. Authorize the Chair to execute an annual Federal Equitable Sharing Agreement and Certification with the U.S. Department of Justice and the U.S. Treasury.
22. Authorize the Sheriff to execute the \$66,352 supplemental law enforcement services agreement with Speedway Sonoma, LLC, for the 2013 Indy Racing League (IRL) races from August 23, 2013 through August 25, 2013. (First District)

SHERIFF'S OFFICE / HEALTH SERVICES / HUMAN SERVICES

23. Adopt a Resolution approving an agreement with the County Medical Services Program (CMSP) Governing Board which will allow Sonoma County to claim reimbursement for certain inmates who receive eligible inpatient hospital services during July 1, 2013 through December 31, 2013 and authorize the Chair to execute the agreement with CMSP for the above stated services for the period July 1, 2013 through June 30, 2014, for an amount of \$5,000.

CONSENT CALENDAR (Continued)

TRANSPORTATION AND PUBLIC WORKS

24. Approve and authorize the Chair to sign agreement for engineering design with Biggs Cardosa Associates, Inc. for the replacement of Wohler Road Bridge over Mark West Creek (C01135) for an amount not to exceed \$729,301, with a term ending December 31, 2015. (Fifth District)
25. Approve and authorize the Chair to execute on-call emergency engineering services agreements for a not to exceed amount of \$25,000 per fiscal year, with a term ending June 30, 2018 with Miyamoto International.
26. Refuse Enterprise – Short-Term Operation of Central Landfill Disposal Site and County Transfer Stations –
 - (A) Approve and authorize the Chair to sign the agreement for Operation of the County Transfer Stations with the Ratto Group of Companies, Inc., subject to issuance of a Notice to Proceed, for the period of September 1, 2013 through September 30, 2014.
 - (B) Approve and authorize the Chair to sign the second amendment to the agreement for Resumption of Disposal Operations at the Central Landfill and Landfill Re-Permitting services, with Keller Canyon Landfill, Inc., increasing the landfill operations cost to \$33.24 per ton, adding additional tasks to the scope of work, and extending the term of the agreement to September 30, 2014

MISCELLANEOUS

27. Approval the Minutes of the Board of Supervisors Meeting of August 6, 2013.

APPOINTMENTS/REAPPOINTMENTS

(Items 28 through 29)

28. Authorize Pete Parkinson to continue representing the County of Sonoma on the Basin Advisory Panel, through Plan adoption in late 2013 or early 2014. (Permit and Resource Management)
29. Ratify the Chair’s appointment of Supervisor Susan Gorin as alternate on the Upstream Investments Committee beginning August 13, 2013 to December 31, 2013. (County-wide)

IV. REGULAR CALENDAR

(Items 30 through 36)

HEALTH SERVICES

30. First 5 Community Capacity Building and One-Time Strategic Capital Investments Contracts – Authorize the Director of Health Services to execute an agreement with:
- (A) California Parenting Institute (CPI) pursuant to which the County of Sonoma will provide funding to CPI to remodel a CPI facility, enhancing the ability to provide counseling and education services to children 0 to 5 and their families, in an amount not to exceed \$350,000 with a term end date of July 31, 2023.
 - (B) Petaluma Health Center (PHC) pursuant to which the County of Sonoma will provide funding to PHC to remodel a PHC facility to co-locate a Women, Infants, and Children (WIC) program to provide nutritional support for children 0 to 5 and their families, in an amount not to exceed \$250,000 with a term end date of December 31, 2023.
 - (C) Alliance Medical Center pursuant to which the County of Sonoma will provide funding to Alliance Medical Center to renovate two pediatric dental operatories in their Healdsburg clinic and add mobile dental equipment to provide expanded dental services to Windsor and Cloverdale children in an amount not to exceed \$561,924 with a term end date of September 30, 2023.
 - (D) Santa Rosa Community Health Centers (SRCHC) pursuant to which the County of Sonoma will provide funding to SRCHC to develop a dental health center that will equip 14 new dental operatories and new dental staff that will provide prevention and early intervention dental services and a dental home for children 0 to 5 and pregnant women, in an amount not to exceed \$753,382, with a term end date of December 31, 2016.
 - (E) Community Action Partnership (CAP) pursuant to which the County of Sonoma will provide funding to CAP to develop the Southwest Santa Rosa Early Childhood Campus and Family Resource Center, which will provide year-round opportunities to engage and support parents of young children with a goal to eliminate future disparities in academic achievement as those children progress into kindergarten and beyond, in an amount not to exceed \$1,378,320, with a term end date of September 30, 2018.
 - (F) La Luz Center pursuant to which the County of Sonoma will provide funding to the La Luz Center for the Capital Facilities Renovation Project, which will expand the existing La Luz family resource center, improving the ability of the center staff to effectively engage parents in counseling services and provide for a dedicated child care room to be used while parents are engaged with center staff, in an amount not to exceed \$171,138, with a term end date of September 30, 2023.
 - (G) Community Child Care Council (4Cs) pursuant to which the County of Sonoma will provide funding to 4Cs for Value in Preschool (VIP) Scholarship Expansion, providing for preschool scholarships to children to get into designated quality preschool programs in Petaluma and Cotati, in an amount not to exceed \$815,000, with a term end date of June 30, 2018.

REGULAR CALENDAR (Continued)

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR / GENERAL SERVICES
AND
SONOMA COUNTY PUBLIC FINANCING CORPORATION
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

31. Sonoma County 2013 Series A & B Refunding Certificates of Participation –
- (A) Adopt a Resolution authorizing the execution by the County of various documents with respect to the refinancing of the County of Sonoma Certificates of Participation, 2003 Series A and 2003 Series B and authorizing related actions in connection therewith; and
 - (B) Adopt a Resolution of Board of Directors of the County of Sonoma Public Financing Corporation authorizing the execution by the Corporation of various documents with respect to the refinancing of the County of Sonoma Certificates of Participation, 2003 Series A and 2003 Series B and authorizing related actions in connection therewith; and
 - (C) Authorize the Director of General Services to execute a contract with KNN for financial advisor services in the amount of \$96,500 and Stradling, Yocca, Carlson & Rauth for bond counsel services in the amount of \$46,500.

HUMAN SERVICES / PROBATION

32. Approve the 2013 Child Welfare and Juvenile Probation County Self-Assessment Report.

BOARD OF SUPERVISORS

33. Approve fee waiver in the amount of \$1,910 for the Cloverdale Little League, the Cloverdale Dog Park Committee, the Cloverdale Skate Park City, and the City of Cloverdale's solid waste inspection and monitoring for the development a new community park at the Asti Road dump site. (Fourth District)
34. Approve an Advertising Program grant in the amount of \$5,000 for the Geyserville Chamber of Commerce for costs associated with new office space to be open to visitors and tourists. (Fourth District)
35. **11:00 A.M. – PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA**
(Comments are restricted to matters within the Board jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting.)
36. **11:00 A.M. – Permit and Resource Management Department: Review and possible action on the following:**
- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
 - b) Acts and Determinations of Project Review and Advisory Committee
 - c) Acts and Determinations of Design Review Committee
 - d) Administrative Determinations of the Director of Permit and Resource Management

V. CLOSED SESSION CALENDAR

(Items 37 through 40)

37. 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, U.S. District Court, Northern District of California, Case No. 3:13-cv-00362-JCS, Citizen Suit Action under the Federal Clean Water Act (Govt. Code Section 54956.9 (d)(1)).
38. The Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: Millview County Water District, et al. v. California State Water Resources Control Board, et al. (Mendocino County Superior Court Case No. SCUJ CVPT 12 59715) (Govt. Code Section 54956.9 (d)(1)).
39. 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 Negotiators: Wendy Macy/Carol Allen/ Janae Novotny, Burke & Associates, Carol Stevens, Burke & Associates, and Janet Cory Sommer, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).
40. The Board of Supervisors will meet in closed session for the following: Public Employee Appointment – Title: Interim Director of the Permit and Resources Management Department. (Govt. Code Section 54957).

RECONVENE FROM CLOSED SESSION

41. Report on Closed Session.

42. ADJOURNMENTS

VI. REGULAR AFTERNOON CALENDAR - NONE

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

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

1. September 10th (PM) – ORD11-0005; Renewable Energy Code Amendments
2. September 10th (PM) – UPE11-0102; Appeal of Use Permit; 1048 Wild Rose Drive, Santa Rosa
3. September 17th (PM) – PLP11-0042; Appeal of Use Permit, 6445 Highway 12, Santa Rosa
4. September 24th (PM) – UPE11-0034; Appeal of Use Permit



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: Sonoma County Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Jennifer Barrett, 707-565-2336

Supervisorial District(s):

All

Title: Gold Resolution honoring Pete Parkinson, on his retirement as Director of the Permit and Resource Management Department

Recommended Actions:

Present a Gold Resolution honoring Pete Parkinson, on the occasion of his retirement, for his many contributions as Director of the Permit and Resource Management Department and to the County of Sonoma.

Executive Summary:

Pete Parkinson is retiring from his position as the Director of the Permit and Resource Management Department following a career that spans 30 years of dedicated public service, 17 years of which were dedicated to Sonoma County's Permit and Resource Management Department.

Pete came to Sonoma County in 1995 after the Permit and Resource Management Department was formed. At that time the Board intended to create a "one-stop shop" from the various departments involved in development services. Pete and was promoted to Director of the Department in 2002 where he began the "*Commitment to Excellence*" campaign that transformed the department to provide a customer-focused process that dramatically improved service delivery and engaged the community and staff in a continuous improvement process.

On this occasion, the Board of Supervisors' Gold Resolution expresses the County of Sonoma's deep appreciation for Pete Parkinson's contributions to the County and the State, and wishes him well in the next phase of his life.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

Gold Resolution.

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

None.



County of Sonoma

State of California

Date: August 20, 2013

Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Honoring Pete Parkinson on the Occasion of his Retirement as Director of the Permit and Resource Management Department

Whereas, Pete Parkinson is retiring from his position as the Director of the Permit and Resource Management Department following a career that spans 30 years of dedicated public service, 17 years of which were dedicated to Sonoma County's Permit and Resource Management Department; and

Whereas, it is appropriate at this time to highlight his many achievements and to extend special recognition and commendation to him for his personal and professional leadership; and

Whereas, Pete Parkinson began his career as the Environmental Coordinator for the County of Santa Cruz after completing a degree in Environmental Studies from the University of California, Santa Cruz. Pete came to Sonoma County in 1995 as the Deputy Director for Planning after the Permit and Resource Management Department was formed to create a "one-stop shop" from the various departments involved in development services; and

Whereas, Pete was promoted to Director of the Department in 2002 where he began the "Commitment to Excellence" campaign with a staff of 140 employees and a budget of \$26 million; and

Whereas, through his continuous focus on process improvements and a style of communication that resonated with every person on his staff, Pete transformed the Department with his leadership and "Friday Thoughts" which contained inspirational guidance on the Department's mission, vision, philosophy and purpose and acknowledged the many accomplishments of his staff; and

Whereas, throughout the transformation process of integrating the various divisions and improving the permitting process, Pete was often accused of "moving my cheese" - an accusation that he regarded as a sign of real progress; and

Whereas, Pete has an amazing ability to quickly grasp a complicated issue and immediately distill it down to help focus the discussion and arrive at a practical and logical course of action; and

Whereas, under Pete's leadership the County adopted an award winning Housing Element and implementation program, revamped the grading ordinance, implemented a new stormwater

Resolution #

Date:

Page 2

program, adopted the Green Building Code, converted to a digital zoning database, revised the rules for Agricultural Preserves, and updated the General Plan to guide planning and development in the County; and

Whereas, throughout his career Pete has been at the epicenter of many earth shattering events including the Loma Prieta earthquake of 1989, the Russian River floods of 1995, 1996, and 1997, the Rio Nido mudslide of 1998, and the New Year's flood of 2006 and has guided the recovery and associated permitting that follows such disasters; and

Whereas, Pete also served as the California Chapter's Vice President of Policy & Legislation elected by the 5,000+ members of the American Planning Association to shape the direction of planning-related legislation including Housing Element reform and passage and implementation of AB 375. Pete represented Cal APA on the Regional Targets Planning Committee and also helped Cal APA develop a platform to reform the California Environmental Quality Act.

Whereas, Pete has been a model of integrity in effectively representing county interests while concurrently respecting and understanding the vital connections to the broader region and state; and

Whereas, Pete also became well known as a country music star, as a member of PRMD's famed "Taylor Mountain Boys" with a bluegrass style of guitar strumming and many a homespun song to entertain his staff during annual employee recognition events; and

Whereas, Pete is a good listener who is known for his fairness and insights as well as his courage in establishing the "Director's Advisory Group" providing a forum for customer feedback and enabling him to identify the next process improvements; and

Whereas, Pete has been successful in engaging the community by reaching out to staff and the public to broaden their understanding of the development process by establishing the "PRMD Academy" and the "Citizen's Academy" that explains the permitting process to internal and external customers respectively; and

Now, Therefore, Be It Resolved by the Sonoma County Board of Supervisors that Pete Parkinson be extended deep appreciation for his dedication and many contributions to the people of Sonoma County and to the State of California, and conveyed best wishes as he closes this chapter of his life of public service and enjoys the next chapter of his life as a devoted father, grandfather, husband and friend.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: County of Sonoma Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Christina Cramer, 707-565-2988

Supervisorial District(s):

All

Title: Women's Equality Day 2013

Recommended Actions:

Adopt a Resolution proclaiming August 26, 2013 to be Women's Equality Day in Sonoma County.

Executive Summary:

Women's Equality Day was established in 1971 through a Joint Resolution of Congress. Women's Equality Day celebrates the history of the suffrage movement begun in 1848 and won in 1920 when women were finally allowed to vote.

The Commission on the Status of Women envisions Women's Equality Day as an opportunity to recognize and honor the efforts of those women and men who fought for equal rights for women both nationally and locally. The Commission strives to carry forward the legacy of the suffrage movement by providing programs and advocacy that support the equality of women and girls in our community, including Women's History Month, honoring the history of women both locally and nationally; the Junior Commissioner Project, a leadership and mentoring program for high-school age youth; having a representation focus and being committed to helping educate women on how to be appointed to Boards and Commissions and run for office; and by seeking opportunities to educate, promote and remind our community of the importance of equal rights for women and girls .

By designating August 26, 2013 as Women's Equality Day in Sonoma County, your Board supports the mission of the Commission and reminds the community of this important historical event.

Prior Board Actions:

In 2012, 2010, 2008, 2007, and 2006, the Board passed Resolutions proclaiming August 26 to be Women's Equality Day in Sonoma County.

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

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

None.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Women’s Equality Day Resolution

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

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County of Sonoma
State of California

Date: August 20, 2013

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Proclaiming August 26, 2013 To Be Women's Equality Day In Sonoma County.**

Whereas, the right for equal representation is one of the founding principles of the United States of America; and

Whereas, women have played a critical role in shaping the economic, cultural, and social fabric of our society through their participation in the civic debate which continues to be the lifeblood of our democracy; and

Whereas, Women's Equality Day provides an opportunity for schools and communities to acknowledge the role of 17th, 18th, 19th and 20th century Americans, both women and men, who worked on behalf of universal suffrage and equal rights; and

Whereas, the story of universal suffrage is the story of the inclusion into our constitution of a majority who were previously disenfranchised individuals; and

Whereas, the passage of the 19th Amendment was the only time in United States history that such power sharing was accomplished by the rule of law and not through force or violence;

Now, Therefore, Be It Resolved by the Board of Supervisors of Sonoma County, in recognition of the significant opportunities created by suffrage in the United States, and the tireless efforts of generations of individuals, hereby proclaim August 26, 2013 to be Women's Equality Day in 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 of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: No Vote Required

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt (707) 565-2241

Supervisorial District(s):

Second District

Title: Gold Resolution

Recommended Actions:

Gold Resolution Honoring and Acknowledging Janet Ramatici on the Occasion of her Retirement as Executive Director from the Petaluma Education Foundation.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):			
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

State of California

Date: August 20, 2013

Resolution Number: _____

4/5 Vote Required

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA,
HONORING AND ACKNOWLEDGING JANET RAMATICI
ON THE OCCASION OF HER RETIREMENT AS EXECUTIVE DIRECTOR FROM
THE PETALUMA EDUCATION FOUNDATION**

WHEREAS, Twenty-two years ago, as a freelance graphic artist, Janet Ramatici created her first poster for the Petaluma Education Foundation's annual "Bash" dinner dance beginning an extraordinary relationship with the Foundation culminating in her role as Executive Director in 2005; and.

WHEREAS, Janet served as Executive Director for seven years and under her leadership the Petaluma Education Foundation raised over three million dollars to benefit the 13,000 students of Petaluma's thirty-seven K-12 public, private and charter schools through grants and scholarships; and

WHEREAS, Janet's ingenuity and passion lead her team in the creation of new opportunities, redesigning existing programs, reinventing events and rebranding the Petaluma Education Foundation in the community; and

WHEREAS, Under Janet's leadership as Executive Director, the Board of Directors and donors made outstanding collective accomplishments resulting in the raising of \$3,907,000 in funds, the awarding of \$2,808,000 in grants and scholarships and the growing of assets to a current \$4,416,519 total as well as actively stewarding the Foundation's Fund the Future endowment of \$3,892,902; and

WHEREAS, Janet has said "I have never been more excited about Petaluma Education Foundation's future. We have created such a solid foundation, such a dynamic vision, that the Petaluma Education Foundation can and will continue to thrive, well beyond the contributions of any one individual or group of individuals."

NOW, THEREFORE, BE IT RESOLVED, that the Sonoma County Board of Supervisors honors and acknowledges Janet Ramatici on the occasion of her retirement as Executive Director from the Petaluma Education Foundation.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Mike McGuire, 565-3758

Supervisorial District(s):

Fourth

Title: Gold Resolution

Recommended Actions:

Approve a Gold Resolution Proclaiming August 15, 2013 as Wells Fargo Center for the Arts Day in Sonoma County.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):			
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: August 20, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Proclaims August 15, 2013 as Wells Fargo Center for the Arts Day in Sonoma County.

Whereas, Wells Fargo Center for the Arts provides the residents of the North Bay with world-class performances in music, dance, theater and comedy right here in the heart of Sonoma County, and

Whereas, Wells Fargo Center for the Arts makes it possible for 30,000 students a year to participate in the Center's nationally recognized education programs, and

Whereas, Wells Fargo Center for the Arts hosts three resident partners: Roustabout Theatre, Santa Rosa Original Certified Farmers Market, and Village Charter School with more than 1,000 community events each year, creating a vibrant home for arts and culture, and

Whereas, Wells Fargo Center has just completed a beautiful remodel of the Ruth Finley Person Theater, which will only enrich the outstanding contributions that the Wells Fargo Center for the Arts has bestowed upon Sonoma County, and

Whereas, this summer's remodeling of the Wells Fargo Center for the Arts will result in a vastly improved experience, including better sightlines, better sound, larger shows and an all around improved venue, and

Whereas, the ultimate goal is to maximize the ability of Wells Fargo Center for the Arts to serve our North Bay community by bringing the best in world-class entertainment to the region, and making the venue a place where all community members are welcome, comfortable, and feel connected to our community.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors hereby proclaims August 15, 2013 as Wells Fargo Center for the Arts Day in Sonoma County.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

David Royall - 521-1872

Supervisorial District(s):

First

Title: Sonoma Creek Debris Management and Landowner Outreach

Recommended Actions:

Authorize Chair to execute an agreement with Sonoma Ecology Center to provide Sonoma Creek and tributaries debris management for flood control, and landowner outreach and education assistance for the amount of \$25,000; agreement terminates on December 31, 2014.

Executive Summary:

This item requests approval to enter into an agreement with Sonoma Ecology Center (\$25,000 through December 31, 2014) for Sonoma Creek and tributaries debris management for flood control, landowner outreach and education assistance.

Funding of the Sonoma Creek and Tributaries Debris Management Assistance Project (Project) was first approved in 2010, when Sonoma Ecology Center originally identified and presented the Project to the Flood Protection Zone 3A Advisory Committee for the Valley of the Moon Watershed. Flood Protection Zones were created in the early 1960's under the authority of the Water Agency's enabling legislation, for nine geographical zones, each encompassing a major watershed, as a means of financing the construction and maintenance of flood protection works within Sonoma County. These Zone Advisory Committees meet annually to prioritize and approve capital improvement projects for their respective zones.

A currently effective amendment to the original agreement was signed under delegated authority by the Water Agency's General Manager on May 14, 2012 to add \$25,000, and extend the term to December 31, 2013.

The Project has been successful in meeting its goals. However, experience gained from the previous work has shown that adding a landowner outreach and education component would greatly improve the effectiveness of the Project. Therefore, the proposed agreement with Sonoma Ecology Center has incorporated a new task for landowner outreach assistance. An amendment could have been done, but

it was decided that due to the age of the original agreement, a new agreement using up to date language would be preferable. The current agreement with a term end date of December 31, 2013 will be terminated as of the effective date of the proposed agreement. The proposed agreement will terminate on December 31, 2014.

Through the Project, Sonoma Ecology Center assists in the removal of detrimental debris in creeks prior to winter storms for the purposes of improving water quality and flood conveyance to protect property and agricultural land. In addition, the Project advances the objective of the California State Water Resources Control Board's Total Maximum Daily Load implementation plan for excess sediment load which impairs water quality and beneficial uses of Sonoma Creek and tributaries.

The Water Agency receives calls from the public in Flood Protection Zone 3A requesting assistance for flood control related issues in Sonoma Creek and its tributaries. The Water Agency does not have the required permits or staff to conduct this necessary work in locations outside the jurisdiction of the Stream Maintenance Program. Through an ongoing relationship with Sonoma Ecology Center the Water Agency is able to address this important need in Flood Protection Zone 3A. Therefore, the Water Agency recommends that funding for the Project be continued to help alleviate potential damage from flooding and storm events.

SERVICES TO BE PERFORMED

Under the proposed Agreement, Sonoma Ecology Center will offer landowners assistance with the management of in-stream deposits of storm debris on an as-needed basis, provide educational outreach, conduct upstream surveys for debris jams, and supervise community work days; coordinate and oversee site work in coordination with the landowners, and Water Agency. Sonoma Ecology Center shall conduct environmental review with regulatory agencies having jurisdiction, prepare environmental documents, and obtain permits.

Sonoma Ecology Center proposed the Project to the Water Agency and requested funding. Their longstanding presence in the area, resulting in strong knowledge of local conditions and an established network of contacts with local stakeholders and landowners, makes them uniquely positioned and experienced for work in this particular project area.

The cost of services will not exceed \$25,000; the term end date is December 31, 2014. If the Project continues to be successful, it is conceivable that future funding may be requested. The Water Agency will evaluate and make a decision about whether to pursue continued funding at that time.

Prior Board Actions:

2/23/2010: Approved agreement between Water Agency and Sonoma Ecology Center for Funding of Sonoma Creek and Tributaries Debris Management Assistance. Cost \$28,000; term end December 31, 2011.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Educate riparian landowners about debris management issues and assist in the removal of detrimental debris in creeks prior to winter storms for the purposes of improving water quality and flood conveyance to protect property and agricultural land.

Water Agency Flood Control Goals and Strategies, Goal 1: Maintain, operate, and modify flood protection facilities to meet current and future public needs.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

FY 2013/2014 appropriation of \$25,000 is from the Zone 3A – Valley of the Moon 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 (4 Copies)



County of Sonoma Agenda Item Summary Report

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

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

To: The Board of Supervisors of Sonoma County

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

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

Supervisorial District(s):

Title: 08-20-13 ACTTC Agreed Upon Procedures and Review Reports for the Sonoma County Treasury

Recommended Actions:

Review and accept Agree Upon Procedures and Review Reports of the Sonoma County Treasury for compliance with Government Code 26920 for the quarter ending June 30, 2013.

Executive Summary:

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

We performed certain agreed upon procedures and a review for the quarter ending June 30, 2013. These procedures included but are not limited to verification the fiscal records of the County Treasurer and the Auditor are reconciled, a quarterly physical cash count of the cash in the Treasury, and confirmation of account balances per the Treasury Investment Report for June 30, 2013.

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

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

Prior Board Actions:

The Board reviewed and accepted the Agreed Upon Procedures and Review Reports for the quarter ending March 31, 2013 on July 30, 2013

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

ATTACHMENT "A" 4th Quarter Treasury Cash Compliance Agreed Upon Procedures Report
 ATTACHMENT "B" 4th Quarter Treasury Review Report

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

NONE

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

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



DONNA DUNK, CPA
ASSISTANT
AUDITOR-CONTROLLER

JONATHAN KADLEC
ASSISTANT
TREASURER-TAX COLLECTOR

The Honorable Board of Supervisors of
Sonoma County

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

We have performed the procedures enumerated below, which were agreed to by the Sonoma County Treasury solely to assist the Treasury in complying with sections 26905 and 26920 of the California Government code for the quarter ended June 30, 2013. The agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of management. We make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are as follows:

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

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

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

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

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

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

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

Finding: No exceptions noted as a result of our procedures

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

Finding: No exceptions noted as a result of our procedures

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

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

A handwritten signature in blue ink, appearing to be the initials 'AK' followed by a horizontal line.

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

July 26, 2013

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

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



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

JONATHAN KADLEC
ASSISTANT
TREASURER-TAX COLLECTOR

Board of Supervisors
County of Sonoma
Santa Rosa, CA

Auditor-Controller's Review Report

We have reviewed the accompanying special purpose statement of net assets of the Sonoma County Treasury as of June 30, 2013, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in the Treasury Statement of Assets is the representation of the Sonoma County Treasury.

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

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

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

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

Respectfully yours,

A handwritten signature in blue ink, appearing to be "D. E. Sundstrom", is written over a horizontal line.

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

July 26, 2013

Sonoma County Treasury
Statement of Assets
June 30, 2013

Cash in Vault	\$ 183,330
Cash in Banks	14,654,415
Investments	
Securities	1,171,306,896
Local Agency	48,833,724
Mutual Funds	274,799,022
Checks and County Warrants	13,555,954
Deferred Compensation	282,403,809
Total Assets	<u>\$ 1,805,737,150</u>

Note 1: Financial Statement Presentation

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



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: The Board of Supervisors of Sonoma County

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Danielle Scannell – (707) 565-8304
Terina Tracy – (707) 565-3234

Supervisorial District(s):

Title: 08-20-13 ACTTC Annual Report of County Service Area No. 40 – Fire Services

Recommended Actions:

Review and accept the Annual Report of County Service Area No. 40 – Fire Services for the fiscal year ended June 30, 2012.

Executive Summary:

The Auditor-Controller-Treasurer-Tax Collector's Office conducted a financial audit of County Service Area No. 40 – Fire Services for the fiscal year ended June 30, 2012.

Our audit included a review of policies, procedures and transactions for cash receipts, accounts receivable, cash disbursements, payroll and capital assets. Our purpose was to express an opinion on whether the financial statements were prepared in accordance with generally accepted accounting principles.

Financial Highlights

- The assets of CSA No. 40 exceeded their liabilities at the close of the most recent fiscal year by \$4,760,575 (net position). Of this amount, \$3,116,836 (unrestricted net position) may be used to meet CSA No. 40's ongoing operations.
- CSA No. 40's total net position increased by \$286,832. This increase is the result of revenues exceeding expenses in the governmental activities.
- As of the close of the current fiscal year, CSA No. 40 reported an ending fund balance of \$3,281,706, a decrease of \$30,535, in comparison with the prior year. Approximately 95.8% of this amount is available for spending at CSA No. 40's discretion (unassigned fund balance).
- At the end of the year, unassigned fund balance was \$3,145,510 or 70.6% of the total general fund expenditures of \$4,453,333.
- CSA No. 40's long-term liabilities decreased by \$62,343.

Our review yielded no significant findings.

Prior Board Actions:			
The previous audit was approved by the Board on September 25, 2012			
Strategic Plan Alignment Goal 4: Civic Services and Engagement			
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (If Required):			
There is no fiscal impact related to accepting this audit report			
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:			
Audit Report, County Service Area No. 40 – Fire Services 2012.			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Cathy Patton – (707) 565-2073

Supervisorial District(s):

Countywide

Title: Quarterly Treasury Financial Report

Recommended Actions:

To review and approve the quarterly Treasury Financial Report – April 1 through June 30, 2013

Executive Summary:

In accordance with California Government code, the County Treasurer may provide quarterly investment reports of Pooled Investment Funds to the Board of Supervisors, any local agency participating in the fund and the Treasury Oversight Committee. The Government Code requires the County Treasurer to certify that sufficient cash flow is available for the next six months to meet the expected demands of all pool participants. The attached report outlines the current investments of the pool, their market values, weighted average maturity and yields. The report also includes the Treasurer's certification of adequate cash flow.

SONOMA COUNTY POOLED INVESTMENTS PROGRAM – For the Quarter Ending June 30, 2013

Beginning Fund Balance (04-01-13)	\$1,478,334,975
Ending Fund Balance	\$1,504,737,374
Average Daily Fund Balance	\$1,514,965,022
Total Interest Earned (after fees)	\$ 3,127,803
Interest Rate (after fees)	0.828
Interest Rate (before fees)	0.939

TOTAL FUNDS MANAGED BY TREASURY – (including Deferred Compensation, Tobacco Endowment, Special TRAN Investments, Active Accounts and Money in Transit)

Total Treasury Balance	\$1,805,737,151
------------------------	-----------------

We respectfully submit the quarterly investment report for the quarter ending June 30, 2013.

Prior Board Actions:			
A financial report is submitted from the Sonoma County Treasury on a quarterly basis			
Strategic Plan Alignment		Goal 4: Civic Services and Engagement	
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (If Required):			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Quarterly Report and Certification of the County Treasurer – Quarter Ending June 30, 2013			
Related Items “On File” with the Clerk of the Board:			

**QUARTERLY REPORT AND CERTIFICATION
OF THE COUNTY TREASURER
For Quarter Ending June 30, 2013**

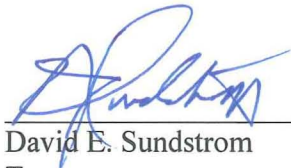
The Government Code requires the County Treasurer to render a Quarterly Report to the County Administrator, the Board of Supervisors, the County Auditor, the Treasury Oversight Committee, and the participants of the Treasury Pool.

The Quarterly Report shall state compliance of the portfolio to the County Investment Policy and denote the ability of the pool to meet its pool's expenditures for the next six months, or provide an explanation as to why sufficient money shall or may not be available.

COMPLIANCE CERTIFICATION

I certify that the investments of the Sonoma County Investment Pool are in compliance with the County Investment Policy.

I further certify that the pool has sufficient cash flow available to meet all budgeted expenditure requirements for the next six months.



David E. Sundstrom
Treasurer
County of Sonoma

SONOMA COUNTY POOLED INVESTMENT PROGRAM
For Quarter Ending June 30, 2013

BEGINNING FUND BALANCE (04/01/2013)	\$1,478,334,975
ENDING FUND BALANCE	\$1,504,737,374
AVERAGE DAILY FUND BALANCE	\$1,514,965,022
TOTAL INTEREST EARNED (after fees)	\$3,127,803
INTEREST RATE (after fees)	0.828
INTEREST RATE (before fees)	0.939

TOTAL FUNDS MANAGED BY TREASURY

TOTAL TREASURY BALANCE (including deferred compensation, tobacco endowment, special TRAN investments, active bank accounts and money in transit)	\$1,805,737,151
---	-----------------

SONOMA COUNTY QUARTERLY INVESTMENT REPORT
For Quarter Ending June 30, 2013

INVESTMENT POOL YIELD:

The yield during this quarter is .939% before fees and .828% after fees.

MARKET VALUE:

The market value of the portfolio as of June 30, 2013, is at 99.21% of cost. The market values are down from the last Quarterly Report. Market values were obtained from Sungard Financial Systems and Bloomberg.

REVERSE REPURCHASE AGREEMENTS:

The pool has no reverse repurchase agreements.

WEIGHTED AVERAGE MATURITY:

The weighted average days to maturity is 1,102 days.

Excluding SCEIP investments, the weighted average days to maturity is 979 days.

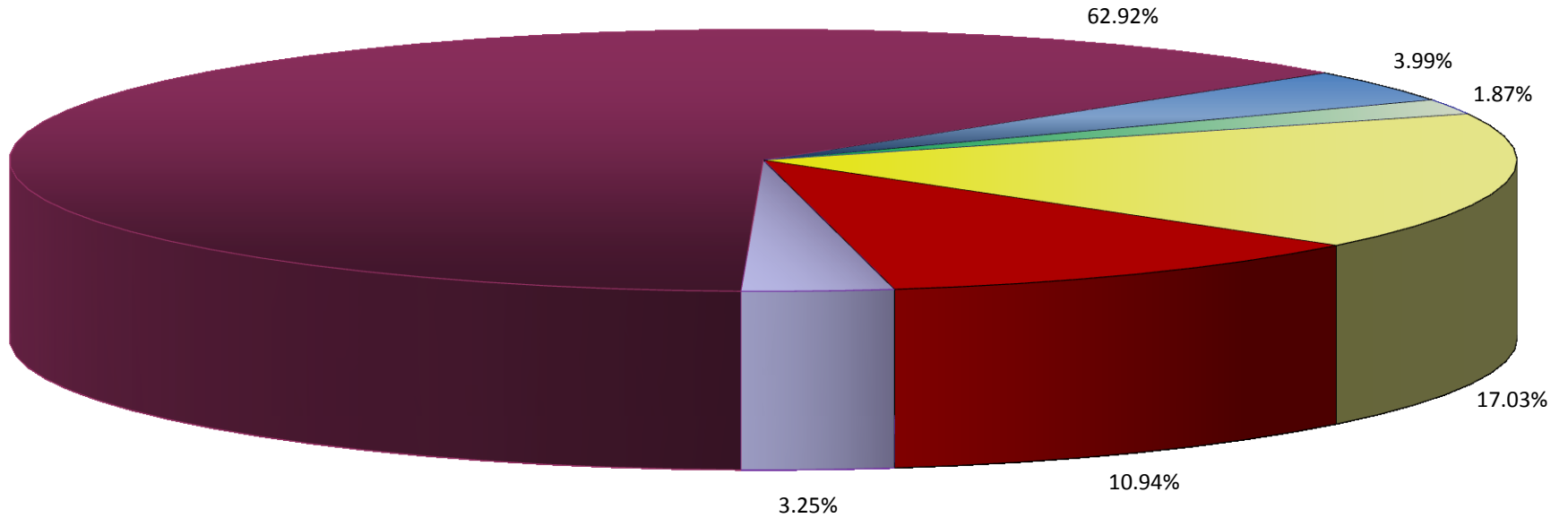
CHARTS:

- Chart 1:** The composition of the Investment Pool by the type of investment.
Chart 2: Interest earnings of the Sonoma County Investment Pool compared to FED FUNDS and Local Agency Investment Fund.

DETAILED LISTING OF INVESTMENTS:

A detailed listing of all investments for the Pooled Investment Fund is located at the end of this report.

SONOMA COUNTY'S POOLED INVESTMENTS AS OF 6/30/2013



OTHER GOVERNMENT POOLS & JPA's 3.25%

OTHER GOVERNMENTS 62.92%

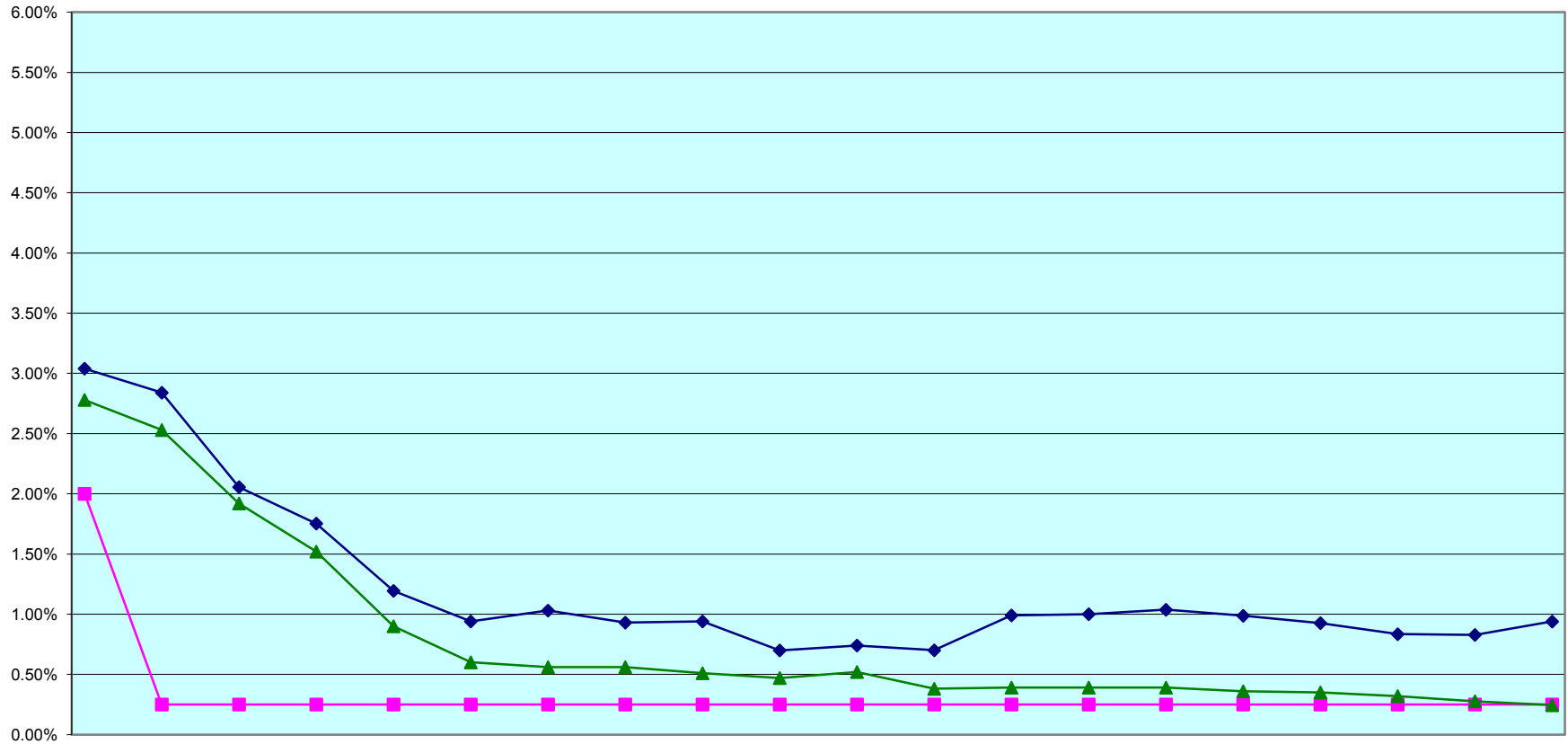
TREASURY BILLS AND NOTES 3.99%

CASH, CHECKS, AND WARRANTS 1.87%

MONEY MARKET MUTUAL FUNDS 17.03%

CORPORATE BONDS AND NOTES 10.94%

SONOMA COUNTY TREASURER INVESTMENT POOL QUARTERLY YIELD COMPARISON



	Sep-08	Dec-08	Mar-09	Jun-09	Sep-09	Dec-09	Mar-10	Jun-10	Sep-10	Dec-10	Mar-11	Jun-11	Sep-11	Dec-11	Mar-12	Jun-12	Sep-12	Dec-12	Mar-13	Jun-13	
Pool	3.04%	2.84%	2.06%	1.75%	1.19%	0.94%	1.03%	0.93%	0.94%	0.70%	0.74%	0.70%	0.99%	1.00%	1.04%	0.99%	0.93%	0.83%	0.83%	0.94%	
Fed Fund	2.00%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
LAIF	2.78%	2.53%	1.92%	1.52%	0.90%	0.60%	0.56%	0.56%	0.51%	0.47%	0.52%	0.38%	0.39%	0.39%	0.39%	0.36%	0.35%	0.32%	0.28%	0.24%	

*This does not include special TRAN investments & deferred compensation
 Source: County of Sonoma, Office of the Auditor-Controller-Treasurer-Tax Collector

BOOK VALUE

CHECKS AND WARRANTS IN TRANSIT	\$13,555,954
CASH IN VAULT	\$183,330
CASH IN BANK	\$14,654,415
TREASURY BILLS AND NOTES	\$60,005,480
BANKERS ACCEPTANCES	\$0
OTHER GOVERNMENTS	\$946,749,555
COMMERCIAL PAPER	\$0
CORPORATE BONDS AND NOTES	\$164,551,860
NEGOTIABLE CERTIFICATES OF DEPOSIT	\$0
OTHER GOVERNMENT POOLS AND JPA'S	\$48,833,724
MONEY MARKET MUTUAL FUNDS	\$256,203,055
TOTAL	\$1,504,737,374

SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY AS OF JUNE 30, 2013



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
TREASURY NOTES	07/15/2013	02/02/2012	1.00000	.20131	20,000,000.00	20,006,120.04
TREASURY NOTES	07/31/2013	02/03/2012	.37500	.20183	10,000,000.00	10,001,421.76
TREASURY NOTES	05/15/2015	11/27/2012	.25000	.31363	15,000,000.00	14,982,193.76
TREASURY NOTES	06/15/2015	11/27/2012	.37500	.32110	15,000,000.00	15,015,744.72
SUBTOTAL TREASURY BILLS AND NOTES		3.99%			60,000,000.00	60,005,480.28
HRMS 2012-1	07/01/2013	07/01/2012	1.17230	1.17230	2,775,000.00	2,775,000.00
AIRPORT NOTE 2013-1	07/01/2013	07/01/2012	1.25230	1.25230	500,000.00	500,000.00
AIRPORT NOTE 2013-2	07/01/2013	07/01/2012	1.25230	1.25230	310,000.00	310,000.00
FAIR 2013-1	07/01/2013	07/01/2012	1.25230	1.25230	1,200,000.00	1,200,000.00
GOLD RIDGE RCD NOTE	08/01/2013	04/23/2013	1.30000	1.30000	600,000.00	600,000.00
FEDERAL HOME LOAN BANK	11/27/2013	11/14/2011	.37500	.42339	10,000,000.00	9,998,037.35
FEDERAL FARM CREDIT BANK	12/23/2013	12/23/2010	1.30000	1.30614	5,000,000.00	4,999,856.30
FEDERAL FARM CREDIT BANK	04/21/2014	08/31/2011	.23100	.30683	10,000,000.00	9,994,357.90
FEDERAL HOME LOAN BANK	04/29/2014	04/29/2013	.17000	.17000	10,000,000.00	10,000,000.00
SCEIP 2009A-5	09/02/2014	08/03/2009	3.00000	3.00000	950.36	950.36
SCEIP 2009B-5	09/02/2014	09/01/2009	3.00000	3.00000	2,168.05	2,168.05
FEDERAL FARM CREDIT BANK	10/16/2014	11/02/2012	.25000	.30030	10,000,000.00	9,993,512.49
FEDERAL HOME LOAN BANK	12/26/2014	12/26/2012	.32000	.32000	5,000,000.00	5,000,000.00
FHLMC	02/13/2015	02/13/2012	.55000	.55000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	04/15/2015	04/15/2013	.25000	.28764	20,000,000.00	19,986,582.20
FHLMC	04/29/2015	04/29/2013	.32000	.32000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	06/18/2015	12/26/2012	.32000	.36463	10,000,000.00	9,991,275.43
FEDERAL FARM CREDIT BANK	07/15/2015	04/17/2013	.29000	.33477	10,000,000.00	9,991,076.86
FEDERAL FARM CREDIT BANK	07/29/2015	02/06/2013	.34000	.40083	10,000,000.00	9,988,069.75
FEDERAL HOME LOAN BANK	07/30/2015	02/04/2013	.37500	.37500	5,000,000.00	5,000,208.33
FEDERAL HOME LOAN BANK	07/30/2015	03/21/2013	.37500	.37500	5,000,000.00	5,002,656.25
FEDERAL HOME LOAN BANK	08/28/2015	02/28/2013	.40000	.40000	10,000,000.00	10,000,000.00
SCEIP 2009C-5	09/02/2015	11/02/2009	3.00000	3.00000	16,134.89	16,134.89
SCEIP 2009D-5	09/02/2015	12/01/2009	3.00000	3.00000	1,714.52	1,714.52
SCEIP 2010A-5	09/02/2015	01/04/2010	3.00000	3.00000	9,269.09	9,269.09
SCEIP 2010B-5	09/02/2015	03/01/2010	3.00000	3.00000	38,216.18	38,216.18
SCEIP 2010C-5	09/02/2015	04/01/2010	3.00000	3.00000	6,233.26	6,233.26
SCEIP 2010D-5	09/02/2015	06/30/2010	3.00000	3.00000	2,746.10	2,746.10
FEDERAL FARM CREDIT BANK	10/15/2015	04/15/2013	.32000	.36022	10,000,000.00	9,990,843.38
FEDERAL FARM CREDIT BANK	10/15/2015	12/26/2012	.42000	.42000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	11/13/2015	05/15/2013	.32000	.32000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	12/10/2015	12/10/2012	.24288	.24288	10,000,000.00	10,000,000.00
FHLMC	12/18/2015	03/18/2013	.40000	.42748	10,000,000.00	9,993,283.58
FEDERAL HOME LOAN BANK	12/21/2015	12/21/2012	.41000	.42679	10,000,000.00	9,995,876.71
FEDERAL HOME LOAN BANK	12/28/2015	12/28/2012	.45000	.45000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	01/19/2016	04/19/2013	.34000	.34000	7,000,000.00	7,000,000.00
FEDERAL FARM CREDIT BANK	02/01/2016	04/11/2013	.40000	.40000	10,000,000.00	10,007,777.78
FEDERAL NATL MTG ASSN	02/24/2016	03/05/2012	.80000	.87705	3,120,000.00	3,113,755.67
FEDERAL FARM CREDIT BANK	03/23/2016	07/31/2012	.62500	.62500	20,000,000.00	20,000,000.00
FEDERAL NATL MTG ASSN	03/28/2016	03/28/2013	.50000	.51682	10,000,000.00	9,995,433.39
FHLMC	04/04/2016	10/04/2012	.60000	.60000	5,850,000.00	5,850,000.00
FEDERAL FARM CREDIT BANK	04/20/2016	04/20/2011	.26160	.26671	10,000,000.00	9,998,598.79
FEDERAL HOME LOAN BANK	04/22/2016	04/22/2013	.47000	.47000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	05/02/2016	08/02/2012	.59000	.61708	10,000,000.00	9,992,410.61
FEDERAL FARM CREDIT BANK	06/27/2016	09/27/2012	.59000	.59000	5,000,000.00	5,000,000.00

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF JUNE 30, 2013**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FEDERAL FARM CREDIT BANK	06/27/2016	09/28/2012	.59000	.59000	15,650,000.00	15,650,000.00
FEDERAL NATL MTG ASSN	06/27/2016	09/28/2012	.62000	.62000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	07/15/2016	04/15/2013	.55000	.55625	10,000,000.00	9,998,129.74
FEDERAL FARM CREDIT BANK	07/19/2016	07/24/2012	.71000	.71000	20,000,000.00	20,000,000.00
FEDERAL NATL MTG ASSN	08/15/2016	02/15/2013	.60000	.62893	10,000,000.00	9,991,065.01
FHLMC	09/14/2016	03/14/2013	.65000	.65000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	09/26/2016	09/27/2012	.68000	.68000	12,875,000.00	12,875,000.00
FEDERAL NATL MTG ASSN	09/26/2016	03/26/2013	.65000	.65000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	10/03/2016	04/03/2013	.64000	.64000	11,750,000.00	11,750,000.00
FEDERAL HOME LOAN BANK	10/11/2016	04/11/2013	.62500	.62500	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	10/17/2016	11/30/2012	.62500	.62500	14,795,000.00	14,795,000.00
FEDERAL HOME LOAN BANK	10/24/2016	11/09/2012	.62500	.63140	10,000,000.00	9,997,904.82
FEDERAL HOME LOAN BANK	10/25/2016	01/25/2013	.65000	.65000	6,530,000.00	6,530,000.00
FEDERAL FARM CREDIT BANK	11/21/2016	12/04/2012	.62000	.63278	10,350,000.00	10,345,571.95
FEDERAL HOME LOAN BANK	12/05/2016	12/05/2012	.61000	.61000	11,000,000.00	11,000,000.00
FEDERAL HOME LOAN BANK	01/25/2017	01/25/2013	.70000	.70000	2,750,000.00	2,750,000.00
FHLMC	03/21/2017	03/21/2013	.80000	.80000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	03/24/2017	09/24/2012	.50000	.50225	10,000,000.00	9,999,170.52
FEDERAL HOME LOAN BANK	04/24/2017	04/24/2012	.47500	.47500	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	06/05/2017	12/05/2012	.77000	.78360	25,000,000.00	24,986,898.97
FEDERAL NATL MTG ASSN	06/20/2017	06/20/2012	1.00000	1.00000	8,765,000.00	8,765,000.00
FEDERAL NATL MTG ASSN	06/28/2017	06/28/2012	1.12500	1.12500	15,000,000.00	15,000,000.00
FHLMC	07/24/2017	07/24/2012	1.12500	1.13532	20,000,000.00	19,991,872.93
FEDERAL FARM CREDIT BANK	08/07/2017	08/07/2012	.97000	.97000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	08/09/2017	08/09/2012	1.00000	1.00514	15,000,000.00	14,996,919.47
FEDERAL NATL MTG ASSN	08/14/2017	08/14/2012	.62500	.62500	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	08/16/2017	08/16/2012	.75000	.75408	10,000,000.00	9,998,349.38
FEDERAL NATL MTG ASSN	08/23/2017	08/23/2012	.95000	.95000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	08/28/2017	08/28/2012	1.10000	1.10000	5,000,000.00	5,000,000.00
FEDERAL NATL MTG ASSN	08/30/2017	11/30/2012	.90000	.90000	12,500,000.00	12,500,000.00
FEDERAL HOME LOAN BANK	09/06/2017	09/06/2012	1.08000	1.08000	7,425,000.00	7,425,000.00
FHLMC	09/12/2017	09/17/2012	1.00000	1.00000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	10/10/2017	10/10/2012	.90000	.90000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	10/16/2017	10/16/2012	1.00000	1.00000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	10/23/2017	10/26/2012	.90000	.92054	10,000,000.00	9,991,360.38
FEDERAL NATL MTG ASSN	10/30/2017	02/27/2013	.85000	.89928	10,760,000.00	10,737,549.68
FEDERAL NATL MTG ASSN	11/08/2017	11/09/2012	.62500	.63518	10,000,000.00	9,995,641.08
FEDERAL FARM CREDIT BANK	11/20/2017	11/20/2012	.85000	.85000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	11/27/2017	11/27/2012	.90000	.90000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	11/28/2017	11/28/2012	.92000	.92000	20,000,000.00	20,000,000.00
FEDERAL NATL MTG ASSN	12/13/2017	12/13/2012	.80000	.80000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	12/13/2017	12/13/2012	.70000	.72550	10,000,000.00	9,988,869.12
FHLMC	12/20/2017	12/20/2012	.92000	.92000	13,810,000.00	13,810,000.00
FEDERAL HOME LOAN BANK	12/28/2017	12/28/2012	.95000	.95000	15,000,000.00	15,000,000.00
FHLMC	01/11/2018	01/11/2013	1.00000	1.00822	15,000,000.00	14,994,561.88
FHLMC	01/16/2018	01/16/2013	1.05000	1.05000	20,000,000.00	20,000,000.00
FEDERAL HOME LOAN BANK	01/30/2018	01/30/2013	1.00000	1.00000	10,000,000.00	10,000,000.00
FHLMC	04/02/2018	04/02/2013	1.12500	1.12500	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	04/30/2018	04/30/2013	.75000	.75000	10,000,000.00	10,000,000.00
FHLMC	04/30/2018	04/30/2013	1.05000	1.05000	5,000,000.00	5,000,000.00
FEDERAL HOME LOAN BANK	06/12/2018	06/12/2013	1.40000	1.40727	10,000,000.00	9,996,536.42
FEDERAL HOME LOAN BANK	06/19/2018	06/19/2013	1.62500	1.62500	5,000,000.00	5,000,000.00

SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY AS OF JUNE 30, 2013



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FHLMC	06/26/2018	06/26/2013	1.40000	1.40000	5,000,000.00	5,000,000.00
SCEIP 2009A-10	09/02/2019	07/01/2009	3.00000	3.00000	96,002.47	96,002.47
SCEIP 2009B-10	09/02/2019	08/03/2009	3.00000	3.00000	111,013.01	111,013.01
SCEIP 2009C-10	09/02/2019	09/01/2009	3.00000	3.00000	72,298.00	72,298.00
SCEIP 2009D-10	09/02/2019	10/01/2009	3.00000	3.00000	615,242.59	615,242.59
SCEIP 2009E-10	09/02/2020	11/02/2009	3.00000	3.00000	111,447.29	111,447.29
SCEIP 2009F-10	09/02/2020	12/01/2009	3.00000	3.00000	110,473.69	110,473.69
SCEIP 2010A-10	09/02/2020	01/04/2010	3.00000	3.00000	161,883.52	161,883.52
SCEIP 2010B-10	09/02/2020	02/01/2010	3.00000	3.00000	78,986.49	78,986.49
SCEIP 2010C-10	09/02/2020	03/01/2010	3.00000	3.00000	139,120.46	139,120.46
SCEIP 2010D-10	09/02/2020	04/01/2010	3.00000	3.00000	92,411.10	92,411.10
SCEIP 2010E-10	09/02/2020	05/03/2010	3.00000	3.00000	40,387.15	40,387.15
SCEIP 2010F-10	09/02/2020	06/01/2010	3.00000	3.00000	166,602.41	166,602.41
SCEIP 2010G-10	09/02/2020	06/30/2010	3.00000	3.00000	150,307.39	150,307.39
SCEIP 2010H-10	09/02/2020	08/02/2010	3.00000	3.00000	195,574.53	195,574.53
SCEIP 2010I-10	09/02/2020	09/01/2010	3.00000	3.00000	50,838.36	50,838.36
SCEIP 2010J-10	09/02/2021	10/01/2010	3.00000	3.00000	66,649.08	66,649.08
SCEIP 2010L-10	09/02/2021	12/01/2010	3.00000	3.00000	220,122.25	220,122.25
SCEIP 2011A-10	09/02/2021	01/03/2011	3.00000	3.00000	35,691.13	35,691.13
SCEIP 2011B-10	09/02/2021	02/01/2011	3.00000	3.00000	83,309.12	83,309.12
SCEIP 2011C-10	09/02/2021	03/01/2011	3.00000	3.00000	75,954.19	75,954.19
SCEIP 2011D-10	09/02/2021	04/01/2011	3.00000	3.00000	246,033.90	246,033.90
SCEIP 2011E-10	09/02/2021	05/02/2011	3.00000	3.00000	85,536.83	85,536.83
SCEIP 2011F-10	09/02/2021	06/01/2011	3.00000	3.00000	154,655.17	154,655.17
SCEIP 2011G-10	09/02/2021	06/30/2011	3.00000	3.00000	40,414.79	40,414.79
SCEIP 2011H-10	09/02/2021	08/01/2011	3.00000	3.00000	155,442.60	155,442.60
SCEIP 2011I-10	09/02/2021	09/01/2011	3.00000	3.00000	107,227.50	107,227.50
SCEIP 2010K-10	09/21/2021	11/01/2010	3.00000	3.00000	83,058.80	83,058.80
SCEIP 2011J-10	09/02/2022	10/03/2011	3.00000	3.00000	12,244.34	12,244.34
SCEIP 2011K-10	09/02/2022	11/01/2011	3.00000	3.00000	115,131.77	115,131.77
SCEIP 2011L-10	09/02/2022	12/01/2011	3.00000	3.00000	28,395.55	28,395.55
SCEIP 2012A-10	09/02/2022	01/03/2012	3.00000	3.00000	25,368.47	25,368.47
SCEIP 2012B-10	09/02/2022	02/01/2012	3.00000	3.00000	13,779.58	13,779.58
SCEIP 2012C-10	09/02/2022	03/01/2012	3.00000	3.00000	11,939.13	11,939.13
SCEIP 2012D-10	09/02/2022	04/02/2012	3.00000	3.00000	30,007.61	30,007.61
SCEIP 2012F-10	09/02/2022	06/01/2012	3.00000	3.00000	59,522.29	59,522.29
SCEIP 2012G-10	09/02/2022	06/29/2012	3.00000	3.00000	7,616.35	7,616.35
SCEIP 2012H-10	09/02/2022	08/01/2012	3.00000	3.00000	62,725.26	62,725.26
SCEIP 2012I-10	09/02/2022	09/04/2012	3.00000	3.00000	13,092.08	13,092.08
SCEIP 2012J-10	09/02/2023	11/01/2012	3.00000	3.00000	91,921.49	91,921.49
SCEIP 2012K-10	09/02/2023	12/03/2012	3.00000	3.00000	9,374.99	9,374.99
SCEIP 2013A-10	09/02/2023	01/02/2013	3.00000	3.00000	10,429.58	10,429.58
SCEIP 2013B-10	09/02/2023	02/01/2013	3.00000	3.00000	12,526.98	12,526.98
SCEIP 2013C-10	09/02/2023	03/01/2013	3.00000	3.00000	61,282.47	61,282.47
SCEIP 2013D-10	09/02/2023	04/01/2013	3.00000	3.00000	22,530.66	22,530.66
SCEIP 2013E-10	09/02/2023	05/01/2013	3.00000	3.00000	20,670.15	20,670.15
SCEIP 2013F-10	09/02/2023	06/03/2013	3.00000	3.00000	45,365.82	45,365.82
SCEIP 2009B-20	09/02/2029	06/01/2009	3.00000	3.00000	212,350.23	212,350.23
SCEIP 2009C-20	09/02/2029	07/01/2009	3.00000	3.00000	299,223.48	299,223.48
SCEIP 2009D-20	09/02/2029	08/03/2009	3.00000	3.00000	578,452.46	578,452.46
SCEIP 2009E-20	09/02/2029	09/01/2009	3.00000	3.00000	3,189,826.87	3,189,826.87
SCEIP 2009F-20	09/02/2029	10/01/2009	3.00000	3.00000	1,257,950.85	1,257,950.85

SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY AS OF JUNE 30, 2013



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
SCEIP 2009G-20	09/02/2030	11/02/2009	3.00000	3.00000	1,304,384.78	1,304,384.78
SCEIP 2009H-20	09/02/2030	12/01/2009	3.00000	3.00000	2,119,457.92	2,119,457.92
SCEIP 2010A-20	09/02/2030	01/04/2010	3.00000	3.00000	2,217,287.60	2,217,287.60
SCEIP 2010B-20	09/02/2030	02/01/2010	3.00000	3.00000	1,486,419.54	1,486,419.54
SCEIP 2010C-20	09/02/2030	03/01/2010	3.00000	3.00000	1,480,645.68	1,480,645.68
SCEIP 2010D-20	09/02/2030	04/01/2010	3.00000	3.00000	1,618,660.05	1,618,660.05
SCEIP 2010E-20	09/02/2030	05/03/2010	3.00000	3.00000	1,203,212.95	1,203,212.95
SCEIP 2010F-20	09/02/2030	06/01/2010	3.00000	3.00000	1,612,988.24	1,612,988.24
SCEIP 2010G-20	09/02/2030	06/30/2010	3.00000	3.00000	1,265,193.50	1,265,193.50
SCEIP 2010H-20	09/02/2030	08/02/2010	3.00000	3.00000	1,476,843.53	1,476,843.53
SCEIP 2010I-20	09/02/2030	09/01/2010	3.00000	3.00000	1,358,092.81	1,358,092.81
SCEIP 2010J-20	09/02/2031	10/01/2010	3.00000	3.00000	825,687.35	825,687.35
SCEIP 2010K-20	09/02/2031	11/01/2010	3.00000	3.00000	1,115,492.67	1,115,492.67
SCEIP 2010L-20	09/02/2031	12/01/2010	3.00000	3.00000	1,357,904.70	1,357,904.70
SCEIP 2011A-20	09/02/2031	01/03/2011	3.00000	3.00000	1,136,382.98	1,136,382.98
SCEIP 2011B-20	09/02/2031	02/01/2011	3.00000	3.00000	1,044,668.83	1,044,668.83
SCEIP 2011C-20	09/02/2031	03/01/2011	3.00000	3.00000	926,813.08	926,813.08
SCEIP 2011D-20	09/02/2031	04/01/2011	3.00000	3.00000	902,073.71	902,073.71
SCEIP 2011E-20	09/02/2031	05/02/2011	3.00000	3.00000	638,251.25	638,251.25
SCEIP 2011F-20	09/02/2031	06/01/2011	3.00000	3.00000	583,916.53	583,916.53
SCEIP 2011G-20	09/02/2031	06/30/2011	3.00000	3.00000	1,130,318.84	1,130,318.84
SUBTOTAL OTHER GOVERNMENTS		62.92%			946,935,541.27	946,749,555.39
WACHOVIA CORP MTN	08/01/2013	08/10/2012	5.70000	.58847	23,000,000.00	23,099,379.38
GE CAP CORP MTN	01/07/2014	11/14/2012	2.10000	.47043	5,000,000.00	5,042,217.17
GE CAP CORP MTN	05/13/2014	04/16/2012	5.90000	1.20025	5,000,000.00	5,200,411.64
GE CAP CORP MTN	05/13/2014	08/14/2012	5.90000	.73011	2,168,000.00	2,264,342.54
GE CAP CORP MTN	06/09/2014	04/16/2012	5.65000	1.22034	5,000,000.00	5,204,706.23
GE CAP CORP MTN	11/14/2014	03/13/2012	3.75000	1.05036	5,000,000.00	5,181,894.81
GE CAP CORP MTN	01/09/2015	05/22/2012	2.15000	1.57699	5,000,000.00	5,042,556.68
CATERPILLAR	03/26/2015	04/09/2013	1.05000	.36003	8,000,000.00	8,098,443.05
WELLS FARGO CO MTN	07/01/2015	02/06/2013	1.50000	.78515	7,100,000.00	7,210,933.98
APPLE	05/03/2016	06/10/2013	.45000	.60026	7,000,000.00	6,973,666.34
WELLS FARGO CO MTN	06/15/2016	03/28/2013	3.67600	1.03498	10,000,000.00	10,778,741.68
TOYOTA	06/20/2016	12/20/2012	.65000	.65000	15,000,000.00	15,000,000.00
IBM MTN	07/22/2016	05/08/2012	1.95000	1.12018	5,000,000.00	5,123,589.92
GE CAP CORP MTN	04/27/2017	11/06/2012	2.30000	1.41507	5,000,000.00	5,163,450.83
WELLS FARGO CO MTN	05/08/2017	11/06/2012	2.10000	1.36301	5,000,000.00	5,137,362.23
CATERPILLAR	11/06/2017	12/03/2012	1.25000	1.10708	5,000,000.00	5,030,163.61
GE CAP CORP MTN	12/07/2017	12/07/2012	1.00000	1.00000	25,000,000.00	25,000,000.00
TOYOTA	12/20/2017	12/20/2012	1.00000	1.00000	20,000,000.00	20,000,000.00
SUBTOTAL CORPORATE NOTES AND BONDS		10.94%			162,268,000.00	164,551,860.09
FEDERATED MUTUAL FUND	07/01/2013	09/30/2011	.04523	.04523	125,616,120.06	125,616,120.06
CAMP	07/01/2013	07/08/2002	.09336	.09336	130,586,935.10	130,586,935.10
SUBTOTAL MONEY MARKET MUTUAL FUNDS		17.03%			256,203,055.16	256,203,055.16
LOCAL AGENCY INVESTMENT FUND	07/01/2013	11/04/2002	.24400	.24400	48,833,724.44	48,833,724.44
SUBTOTAL GOVERNMENT POOLS AND JPA'S		3.25%			48,833,724.44	48,833,724.44

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF JUNE 30, 2013**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
CASH IN BANK			0.97%		14,654,414.94	14,654,414.94
CHECK AND WARRANTS IN TRANSIT			0.90%		13,555,953.73	13,555,953.73
CASH IN VAULT			0.01%		183,330.27	183,330.27
GRAND TOTAL		100%			1,502,634,019.81	1,504,737,374.30



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Cathy Patton 565-2073

Supervisorial District(s):

Countywide

Title: County of Sonoma Statement of Investment Policy

Recommended Actions:

Approval of the County of Sonoma Statement of Investment Policy

Executive Summary:

Every year the Treasurer reviews the Investment Policy and makes changes based on changes to the Government Code. The Investment Policy is then reviewed and approved by the Sonoma County Treasury Oversight Committee. Regardless of whether changes are made, the policy is then brought to the Board for approval per Government Code Section 53646.

On May 24, 2013, the Sonoma County Treasury Oversight Committee unanimously approved the Investment Policy being submitted. The policy has been amended to include changes to the Government Code Section references on page 3 and 4; uniformly changing references to the Sonoma County Pooled Investment Fund to read Pooled Investment Fund; and uniformly changing mentioned job title to correspond with actual job titles. These changes are not substantive and are noted in the redlined copy, which is on file with the Clerk of the Board. Following is a summary of the changes:

Page 1 – Policy Statement – Added (Pooled Investment Fund) after Sonoma County Pooled Investment Fund;

Page 2 – Participants – Voluntary Participants – removed Sonoma County before Pooled Investment Fund;

Page 3 – Authorized Persons – changed title of Assistant Treasurer to Assistant Treasurer-Tax Collector and Revenue and Debt Manager to Investment and Debt Officer;

Page 3 – Authorized Investments -- Government Code Section 53601, et seq and 53635, et seq changed to 53635, et. seq., and further defined by California Government Code Section 53601, et. seq.;

Page 4 – Bonds & Notes Issued by Local Agencies – Government Code Section 53601, subdivision (e) changed to (a) & (e);

Page 4 –Registered State Warrants and Municipal Notes and Bonds – Government Code Section 53601 subdivision (c), (d) and (e) changed to (c) & (d);

Page 4 – Mutual Funds & Money Market Mutual Funds – Reference under Rating reading “or Section 13” moved under Investment Type;

Page 7 – Apportionment of Interest & Costs – references to “pool” and “investment pool” changed to Pooled Investment Fund;

Page 8 – Review, Monitoring and Reporting of the Portfolio – references to “pooled fund’s” and “Pool” changed to Pooled Investment Fund’s;

Page 8 – Exception to Policy – reference to “pool” changed to Pooled Investment Fund;

Page 9 – Disaster Recovery Plan – changed title of Assistant Treasurer to Assistant Treasurer-Tax Collector and Revenue and Debt Manager to Investment and Debt Officer;

Page 11 – Earnings Apportionment – reference to “Pool” changed to Pooled Investment Fund;

Page 12 – Securities Lending – reference to “Pool” changed to Pooled Investment Fund.

Prior Board Actions:

Since 1997, the Board of Supervisors annually approves the Statement of Investment policy and also when there are changes.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Statement of Investment Policy			
Related Items “On File” with the Clerk of the Board:			
None			

COUNTY OF SONOMA



STATEMENT OF INVESTMENT POLICY

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COUNTY OF SONOMA

STATEMENT OF INVESTMENT POLICY

Under the authority delegated to the County Treasurer by the Board of Supervisors to invest and reinvest all of the funds in the County Treasury and, in accordance with the California Government Code, the following sets forth the investment policy of the County of Sonoma:

1. POLICY STATEMENT

The purpose of this Investment Policy (Policy) is to establish cash management and investment guidelines for the County Treasurer, who is responsible for the stewardship of the Sonoma County Pooled Investment Fund (**Pooled Investment Fund**). Each transaction and the entire portfolio must comply with California Government Code Section 53601, et. seq., Section 53635, et. seq., and this policy. All portfolio activities will be judged by the standards of the Policy and ranking of investment objectives.

2. STANDARDS OF CARE

The County Treasurer is the Trustee of the Pooled Investment Fund and, therefore, a fiduciary subject to the prudent investor standard. The County Treasurer, employees involved in the investment process and the members of the Treasury Oversight Committee (Oversight Committee) shall refrain from all personal business activity that could conflict with the management of the investment program. All individuals involved will be required to report all gifts and income in accordance with California State law. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the County Treasurer shall act with the care, skill, prudence and diligence to meet the aims of the investment objectives listed in the Policy.

3. INVESTMENT OBJECTIVES

The Pooled Investment Fund shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for the Pooled Investment Fund are ranked in order of importance:

- [a] **SAFETY OF CAPITAL** - The preservation of capital is the primary objective. Each transaction shall seek to ensure that capital losses are avoided, whether they be from securities default or erosion of market value.
- [b] **LIQUIDITY** - As a second objective, the Pooled Investment Fund should remain sufficiently flexible to ensure the County Treasurer meets all operating requirements, which may be reasonably anticipated in any depositor's fund.

- [c] **MAXIMUM RATE OF RETURN** - As the third objective, the Pooled Investment Fund should be designed to attain a rate of return through budgetary and economic cycles, consistent with the risk limitations, prudent investment principles and cash flow characteristics identified herein.

4. IMPLEMENTATION

In order to provide direction to those responsible for management of the Pooled Investment Fund, the County Treasurer has established this Policy and presented it to the Treasury Oversight Committee and the Board of Supervisors, and has provided the report to the legislative body of local agencies that participate in the Pooled Investment Fund.

The Policy defines investible funds; authorized instruments; credit quality required; maximum maturities and concentrations; collateral requirements; qualifications of broker-dealers and financial institutions doing business with, or on behalf of, the County; limits on gifts and honoraria; the reporting requirements; the Treasury Oversight Committee; the manner of appropriating costs; and the criteria to request withdrawal of funds.

5. PARTICIPANTS

- [a] **STATUTORY PARTICIPANTS** - General Participants are those government agencies within the County of Sonoma for which the Sonoma County Treasurer is statutorily designated as the Custodian of Funds.
- [b] **VOLUNTARY PARTICIPANTS** - Other local agencies, such as Special Districts and Cities for which the Treasurer is not the statutory designated Custodian of Funds, may participate in the Pooled Investment Fund. Such participation is subject to the consent of the County Treasurer and must be in accordance with the California Code Section 53684, et seq. The agency must approve in writing the **Sonoma County** Pooled Investment Fund as an authorized investment and accept the County of Sonoma Investment Policy.

6. AUTHORIZED PERSONS

The Sonoma County Board of Supervisors, by resolution, has delegated investment responsibility for the Sonoma County Investment Program to the Auditor-Controller-~~Treasurer-Tax Collector~~. Daily management responsibility of the investment program has been assigned to the Assistant Treasurer-~~Tax Collector~~. The Treasury Manager or the ~~Revenue and Debt Manager~~Investment and Debt Officer are also authorized to initiate investment transactions.

All investment decisions shall be made with care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person acting as a trustee in a like capacity and familiarity would use in the conduct of funds of a like character, and with like aims, to safeguard the principal and maintain the liquidity needs of depositors.

7. AUTHORIZED INVESTMENTS

Authorized investments shall match the general categories established by the California Government Code Sections ~~53635, et. seq., and further defined by California Government Code Section 53601, et. seq.~~53601, ~~et. seq. and 53635, et. seq.~~ Authorized investments shall also include, in accordance with California Government Code Section 16429.1, investments into the State Local Agency Investment Fund (LAIF). No investment shall be made in any security with a maturity greater than five years, unless the Board of Supervisors has granted express authority to make that investment. As the California Government Code is amended, this Policy shall likewise become amended.

8. PROHIBITED INVESTMENTS

No investments shall be authorized that have the possibility of returning a zero or negative yield if held to maturity. These shall include inverse floaters, range notes, and interest only strips derived from a pool of mortgages.

9. INVESTMENT CRITERIA

Investment Type	Maximum Maturity	Maximum % of Pool	Rating
U.S Treasury and Agency Securities (§53601 (b & f))	5 years	100	N/A
Bonds and Notes issued by local agencies (§53601 (a & e))	5 years	100	N/A
Registered State Warrants and Municipal Notes and Bonds (§53601 (c & d- e))	5 years	100	N/A
Bankers' Acceptances (See Section 10) (§53601 (g))	180 days	40	N/A
Commercial Paper (See Section 11) (§53601 (h) and (§53635 (a))	270 days	40	A-1/F-1/P-1
Negotiable Certificates of Deposit (§53601 (i))	5 years	30	N/A
Repurchase Agreements (See Section 12) (§53601 (j))	1 year	100	N/A
Reverse Repurchase Agreements and Securities Lending Agreements (See Section 12) (§53601 (j))	92 days	20	N/A
Medium Term Corporate Notes (§53601 (k))	5 years	30	A
Mutual Funds & Money Market Mutual Funds (See Section 13) (§53601 (l))	N/A	20	Aaa & AAAM or Section 13
Collateralized Mortgage Obligations (§53601 (o))	5 years	20	AA
Joint Powers Agreement (See Section 14) (§53601 (p))	N/A	20	N/A
Local Agency Investment Fund (LAIF) (§16429.1)	N/A	As limited by LAIF	N/A
Investment Trust of California (CalTRUST) (§6509.7)	N/A	As limited by CalTRUST	N/A
Collateralized Time Deposits (§53649et seq.)	5 years	N/A	N/A

10. BANKERS' ACCEPTANCE

No more than 30 percent of the agency's surplus funds may be invested in the Bankers' Acceptances of any one commercial bank pursuant to this section.

11. COMMERCIAL PAPER

All commercial paper issuers must maintain an "A-1" rating by Standard & Poor's Corporation, a "P-1" rating by Moody's Investor Service, or a "F-1" rating by Fitch Financial Services, issued by corporations operating within the United States, and having total assets in excess of five hundred million dollars (500,000,000.00). As used in this policy, "corporation" includes a limited liability company.

No more than 10% of the total assets of the investments held by a local agency may be invested in any one issuer's Commercial Paper.

12. REPURCHASE AND REVERSE REPURCHASE AGREEMENTS / SECURITIES LENDING AGREEMENTS

Under California Government Code Section 53601, Paragraph (j) and Section 53635, the County Treasurer may enter into repurchase agreements and reverse repurchase agreements / securities lending agreements. The maximum maturity of repurchase agreements shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days, and the proceeds of reverse repurchase agreements / securities lending agreements may not be invested beyond the expiration of the agreement. The reverse repurchase agreements / securities lending agreements must be "matched to maturity."

13. MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS

A Mutual Fund managed by an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by Government Code Section 53601, subdivisions (a) to (k), inclusive, or subdivisions (m) to (o) and with assets under management in excess of five hundred million dollars (\$500,000,000.00).

No more than 10% of the agency's funds may be invested in any one Mutual Fund.

14. JOINT POWERS AGREEMENT

With approval of the Board of Supervisors, the Treasurer is allowed to enter into a Joint Powers Agreement with governments whose policies are consistent with or more restrictive than Sonoma County's Statement of Investment Policy.

15. COLLATERAL

Repurchase agreements executed with approved broker-dealers must be collateralized with either: (1) U.S. Treasuries or Agencies with a market value of 102% for collateral marked to market daily; or (2) money market instruments which are on the approved list of the County and which meet the qualifications of the Policy, with a market value of 102%. Use of mortgage-backed securities for collateral is not permitted. For purposes of investing the daily excess bank balance, the collateral provided by the County's depository bank can include mortgage-backed securities valued at 100%.

16. CRITERIA FOR THE SELECTION OF BROKER/DEALERS AND FINANCIAL INSTITUTIONS

All transactions initiated on behalf of the Pooled Investment Fund and Sonoma County shall be executed through either government security dealers reporting as primary dealers to the Market Reports Division of the Federal Reserve Bank of New York, financial institutions that directly issue their own securities which have been placed on the Approved List of Broker/Dealers and Financial Institutions or broker/dealers in the State of California approved by the County Treasurer based on the reputation and expertise of the company and individuals employed. All brokers/dealers and financial institutions must have a strong industry reputation and open lines of credit with other dealers. Further, these firms must have an investment grade rating from at least one national rating service, if applicable.

Broker/dealers and financial institutions which have exceeded the political contribution limits within a four year period to the County Treasurer or any member of the governing board of a local agency or any candidate for those offices, are prohibited from the Approved List of Broker/Dealers and Financial Institutions.

Each broker/dealer or financial institution will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions. Each firm must acknowledge receipt of such materials to qualify for the Approved List of Broker/Dealers and Financial Institutions.

Each broker/dealer and financial institution authorized to do business with Sonoma County shall, at least annually, supply the County Treasurer with financial statements.

17. WITHDRAWAL REQUESTS

- [a] **STATUTORY PARTICIPANTS** - The County Treasurer will honor all requests to withdraw funds for normal cash flow purposes that are approved by the Sonoma County Auditor-Controller at a one dollar net asset value. Any requests to withdraw funds for purposes other than cash flow, such as for external investing, shall be subject to the consent of the County Treasurer. In accordance with California Government Code Section 27136, et seq., such requests for withdrawals must first be made in writing to the County Treasurer. These requests are subject to the County Treasurer's consideration of the stability and predictability of the Pooled Investment Fund, or the adverse effect on the interests of the other depositors in the Pooled Investment Fund. Any withdrawal for such purposes shall be at the market value of the Pooled Investment Fund as of the date of the withdrawal.
- [b] **VOLUNTARY PARTICIPANTS** - For outside participants who utilize Government Code Section 53684, where the County Treasurer does not serve as the agency's treasurer, any withdrawal request, with the exception of normal cash flow withdrawals, shall submit the request for withdrawal to the County Treasurer to determine the timing of the payout, in order that the withdrawal will not adversely affect the interests of the other depositors in the County Treasury Investment Fund. Withdrawals will be paid based upon the market value of the Pooled Investment Fund. If the Treasurer deems appropriate, the deposits may be returned at any time.

18. DELIVERY & SAFEKEEPING

Delivery of all securities shall be either to the County Treasurer or to a third party custodian. No securities shall be held in the safekeeping of a broker / dealer unless it is collateral for a reverse repurchase agreement.

19. APPORTIONMENT OF INTEREST & COSTS

Interest shall be apportioned to all ~~pool~~Pooled Investment Fund participants quarterly, based upon the ratio of the average daily balance of each individual fund to the average daily balance of all funds in the Pooled Investment ~~Pool~~Fund. The amount of interest apportioned shall be determined using the accrual method of accounting, whereby interest will be apportioned for the quarter in which it was actually earned. The Treasurer shall deduct from the gross interest earnings those budgeted administrative costs relating to the management of the Treasury, including salaries and other compensation, banking costs, equipment costs, supplies, the cost of information services, audit and any other costs as provided by Section 27013 of the Government Code. The deduction shall be adjusted to actual cost in the fourth quarter of the fiscal year and/or the first quarter of the following fiscal year.

20. REVIEW, MONITORING AND REPORTING OF THE PORTFOLIO

Quarterly, the County Treasurer will provide to the Treasury Oversight Committee, the Board of Supervisors, and to any local agency participant a report on the Pooled Investment Fund. The report will list the type of investments, name of issuer, maturity date, par amount and dollar amount of the investment. For the total Pooled Investment Fund, the report will list average maturity, the market value and the pricing source. Additionally, the report will show any funds under the management of contracting parties, a statement of compliance to the Investment Policy and a statement of the ~~pooled fund's~~ **Pooled Investment Fund's** ability to meet the expected expenditure requirements for the next six months.

Annually, the County Treasurer shall provide to the Treasury Oversight Committee a Statement of Investment Policy. Additionally, the County Treasurer will render a copy of the Statement of Investment Policy to the Board of Supervisors and to the legislative body of the local agencies that participate in the **Pooled Investment Fund**.

21. LIMITS ON HONORARIA, GIFTS AND GRATUITIES

In accordance with California Government Code Section 27133 (d), et seq., this Policy hereby establishes limits for the County Treasurer, individuals responsible for management of the portfolios, and members of the Oversight Committee. Any individual who receives an aggregate total of gifts, honoraria and gratuities in excess of \$50 in a calendar 12 month time period from a broker/dealer, bank or service provider to the Pooled Investment Fund must report the gifts, dates and firms to the County Treasurer and complete the appropriate state forms.

No individual may receive aggregate gifts, honoraria and gratuities in a calendar twelve (12) month time period in excess of the limits established by the Fair Political Practices Commission (FPPC). Any violation must be reported to the FPPC on an annual basis.

22. AUDITS

The Treasury Oversight Committee shall initiate an annual audit to ensure the County's Investment Portfolio is in compliance with its policy and state law.

23. EXCEPTION TO POLICY

The County Treasurer, except as prohibited by state law, can make exceptions to the investment purchasing limits when he deems it in the best interest of all of the ~~pool~~ **Pooled Investment Fund** participants. All exceptions will be reported in the quarterly report. Any State of California legislative action that further restricts allowable maturities, investment type, or percentage allocations will become effective immediately.

24. INVESTMENT OF BOND PROCEEDS

The County Treasurer shall invest bond proceeds using the standards of the County of Sonoma's Investment Policy. The bond proceeds will be invested in securities permitted by the bond documents. If the bond documents are silent, the bond proceeds will be invested in securities permitted by the County of Sonoma's Investment Policy.

25. DISASTER RECOVERY PLAN

The County Treasurer's Disaster Recovery Plan includes contact information for the Treasury staff and key county personnel, as well as contact information for authorized banks and brokers. Copies of the plan have been distributed to the investment staff: Assistant Treasurer-Tax Collector, Treasury Manager, and ~~Revenue and Debt Manager~~Investment and Debt Officer.

In the event we are unable to conduct normal business operations, the investment staff shall interact with one another by home phone, cell phone, or e-mail to decide on an alternate location from which to conduct daily operations. If unable to contact one another, the investment staff shall establish contact with one another through the County Office of Emergency Services.

GLOSSARY OF TERMS

ACCRUED INTEREST

Interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

BANKERS' ACCEPTANCES

A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank "accepts" such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

BASIS POINT

One basis point is equal to 1/100 of one percent. For example, if interest rates increase from 4.25% to 4.50%, the difference is referred to as a 25-basis-point increase.

BOOK VALUE

The value of a held security as carried in the records of an investor. May differ from current market value of the security.

BROKER/DEALER

Any person engaged in the business of effecting transactions in securities in this state for the account of others or for her/his own account. Broker/dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of her/his own issue.

COMMERCIAL PAPER

Short-term, unsecured promissory notes issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30-45 days.

COUPON RATE

The annual rate of interest payable on a security expressed as a percentage of the principal amount.

CREDIT RISK

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CURRENT YIELD

The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSIP NUMBERS

CUSIP is an acronym for Committee on Uniform Security Identification Procedures. CUSIP numbers are identification numbers assigned each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

DISCOUNT

The amount by which the par value of a security exceeds the price paid for the security.

EARNINGS APPORTIONMENT

The quarterly interest distribution to the Pooled Investment Fund Participants where the actual investment costs incurred by the Treasurer are deducted from the interest earnings of the Pooled Investment Fund.

FAIR VALUE

The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

FEDERAL FUNDS

Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend Fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered to be immediately available funds.

FEDERAL FUNDS RATE

Interest rate at which banks lend federal funds to each other.

FEDERAL OPEN MARKET COMMITTEE (FOMC)

This committee sets Federal Reserve guidelines regarding purchases and sales of government securities in the open market as a means of influencing the volume of bank credit and money.

FLOATING RATE NOTE

A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g. Treasury bills, LIBOR, etc.).

INTEREST

The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

LOCAL AGENCY INVESTMENT FUND (LAIF)

The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

MARKET VALUE

The price at which a security is trading and could presumably be purchased or sold.

MATURITY

The date upon which the principal of a security becomes due and payable to the holder.

MONEY MARKET MUTUAL FUND

A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty.

PAR

The stated maturity value, or face value, of a security.

PAR VALUE

The stated or face value of a security expressed as a specific dollar amount marked on the face of the security; the amount of money due at maturity. Par value should not be confused with market value.

PREMIUM

The amount by which the price paid for a security exceeds the security's par value.

PRIME RATE

A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

REPURCHASE AGREEMENT OR RP OR REPO

An agreement consisting of two simultaneous transactions whereby the investor purchases securities from a bank or dealer and the bank or dealer agrees to repurchase the securities at the same price on a certain future date. The interest rate on a RP is that which the dealer pays the investor for the use of his funds. Reverse repurchase agreements are the mirror image of the RPs when the bank or dealer purchases securities from the investor under an agreement to sell them back to the investor.

SECURITIES LENDING

A transaction wherein the Treasurer's Pooled Investment Fund transfers its securities to broker/dealers and other entities for collateral which may be cash or securities and simultaneously agrees to return the collateral for the same securities in the future.

SETTLEMENT DATE

The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

TRADE DATE

The date and time corresponding to an investor's commitment to buy or sell a security.

WEIGHTED AVERAGE MATURITY

The remaining average maturity of all securities held in a portfolio.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Erick Roeser (707)565-3289

Supervisorial District(s):

All

Title: State Mandate Consulting Services Contract with MAXIMUS Consulting Services, Inc.

Recommended Actions:

Authorize the Auditor-Controller Treasurer Tax-Collector to execute an agreement with MAXIMUS Consulting Services, Inc. for county-wide State Mandate (SB90) consulting services for a term of three years (\$76,550) with an option for two additional years (\$54,300) for a total amount of \$130,850.

Executive Summary:

Background:

Article XIII B of the California State Constitution provides that counties may recover costs associated with carrying out programs mandated by the State of California. The State mandate reimbursement process can be challenging, with new programs each year, existing programs change, State audits of past year's reimbursement claims, and/or completely suspended programs. The County therefore, for the most part, has relied on experience and expertise of consultants in preparation and organization of reimbursement claims to maximize the County's reimbursement.

Selection Process:

The ACTTC sent out 3 requests for proposals (RFPs) to firms specializing in SB90 Mandates services. Two proposals were received; one from MAXIMUS Consulting Services, Inc. and one from MGT of America, Inc.

A selection committee was formed to review the proposals. The selection committee consisted of representatives from ACTTC, Clerk Recorder Assessors and Sherriff.

The selection process was based on the following criteria:

1. Mandatory elements as required by the RFP. This pass/fail criterion ensured all mandatory elements of the RFP were addressed in the proposal.
2. Technical Qualifications. Scores were given based on the stated qualifications and provided services outlined in the firm's proposal.
3. Price. Lower-priced proposals were given preference.

4. Local Firm Preferences. This criterion rewarded preference to firms with offices within Sonoma County. However, there were no local firms that proposed.

Criteria Results:

The selection committee chose the firm of MAXIMUS Consulting Services, Inc. (MAXIMUS) based on the above criteria.

MAXIMUS

MAXIMUS is a national company with 12 offices in California. Their Mandate Reimbursement practice has served over 400 cities, counties, school districts, and special districts. MAXIMUS’s SB90 services are managed from their Irvine office. The selection committee determined that MAXIMUS’s experiences and proposed time line for preparing annual claims would be valuable and are needed to assist the County in successfully maximizing the County’s reimbursement from the State of California.

The scope of this contract includes the preparation and filing of original claims due within the contract term as well as claims for prior fiscal years related to new State mandates, the preparation and filing of amended claims, and audit support for claims prepared with the assistance of MAXIMUS.

Contract Amounts for each fiscal year of the initial 3 year contract are as follows:

Fiscal Year	Amount
2013-2014	\$24,900
2014-2015	\$25,500
2015-2016	\$26,150

Contract Amounts for the two optional years are as follows:

Fiscal Year	Amount
2016-2017	\$26,800
2017-2018	\$27,500

Prior Board Actions:

On September 14, 2010 the Board approved a three year contract with MGT of America, Inc. for county-wide SB 90 mandate reimbursement claim service.

On May 15, 2012 the Board authorized the Auditor-Controller Treasurer-Tax Collector to execute amendment #1 to the agreement with MGT of America, Inc for county-wide SB 90 mandate reimbursement claim service increasing the total contract by up to \$6,000 for a total amount of not to exceed \$39,750.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Contracting with MAXIMUS would contribute toward the County’s strategic goal of Economic and Environmental Stewardship by employing outside services to ensure that the County maximizes reimbursement potential related to State Mandates.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 24,900	County General Fund	\$ 24,900
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 24,900	Total Sources	\$ 24,900

Narrative Explanation of Fiscal Impacts (If Required):

The ACTTC has appropriations to pay this contract in FY 2013-14.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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

Agreement for Consulting Services and Exhibits A, B, and C



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Cathy Patton 565-2073

Supervisorial District(s):

Countywide

Title: Parking Citation Services Agreement

Recommended Actions:

Authorize the Chair of the Board to execute an agreement for parking citation processing services, handheld ticket writing hardware and hardware/software maintenance services with Phoenix Group Information Systems for the term of July 1, 2013 to June 30, 2015 in an amount not to exceed \$40,500 annually.

Executive Summary:

The Auditor-Controller-Treasurer-Tax Collector's Parking and Adjudication Section administers the processing, collection and adjudication of parking citations for the County Center complex and various cities and agencies within the County. Due to the high volume of citations processed it is beneficial and cost effective to utilize a third party vendor to provide associated services such as receipt and control of payments, reporting, online inquiry services, DMV interface services and provision of handheld ticket writing equipment. The vendor, Phoenix Group Information Systems ("Phoenix"), also ensures conformance with State and local laws for all of their forms, notices and correspondence.

The terms of the contract remain the same. Phoenix has generously offered to provide their services and continue the 10% cost reduction that was requested in the 2010-11 fiscal year. The Department has established an efficient working relationship with Phoenix Group, and it would fiscally be in the County's interest to continue to contract with them. There are no local businesses that can provide these services for the County. Information gathered from attendance at the vendor show of the annual California Public Parking Association conference supports the cost effectiveness of continuing to contract with Phoenix Group for these services. Department staff will continue to work with Purchasing to evaluate whether an RFP or RFI is necessary prior to renewing the contract.

Prior Board Actions:			
In 2003-04 the Board approved a three year contract with a \$35,000 annual cap. In 2004-05 the Board approved an increase to \$40,000 and in 2007-08 the cap was increased to \$45,000. In Fiscal Year 2010-11, the Board approved a 1 year contract with a 10% reduction, capping at \$40,500. The Board approved a 2 year contract in 2011-12 continuing the \$40,500 annual cap.			
Strategic Plan Alignment Goal 4: Civic Services and Engagement			
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 40,500		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 40,500
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 40,500	Total Sources	\$ 40,500
Narrative Explanation of Fiscal Impacts (If Required):			
The Department collections parking citation revenues that offset the cost of the contract.			
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 Parking Citation Processing Services (3 copies)			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Randy Osborn (707) 565-3294

Supervisorial District(s):

Title: Annual Financing for the Alternative Method of Property Tax Allocation for delinquent property taxes for the fiscal year ending 2012-13

Recommended Actions:

Approve resolution authorizing the \$8.7 million annual financing used to advance delinquent taxes to taxing jurisdictions in fiscal year 2012-13 and the renewal of prior delinquent tax anticipation notes as authorized by the Alternative Method of Property Tax Allocation.

Executive Summary:

In 1949, the State Legislature adopted Revenue and Taxation code sections 4701-4722 which authorized the Alternative Method of Property Tax Allocation. This alternative method was proposed by Mr. Desmond Teeter, the Auditor-Controller for Contra Costa County, and is now commonly referred to as the Teeter Plan. Under the alternative method, counties allocate current secured property tax revenues based on total property tax billed but not yet paid; whereas, the previous cash method only allows allocation of paid secured property taxes. This alternative method provides for more stable and reliable annual property tax revenues, and simplifies the property tax estimation and allocation process.

Due to budget shortfalls in the early 1990's, the 1993 State budget included the 1993-94 ERAF shift (ERAF II), which transferred property tax revenues from counties to schools for the second consecutive year. SB742 was passed by the State Legislature and allowed counties that implemented a Teeter Plan to take a one-time credit against the ERAF shift. In June 1993 with the endorsement of taxing jurisdictions, the Sonoma County Board of Supervisors approved the Alternative Method of Property Tax Allocation.

Under the alternative method, taxing jurisdictions, including the County General Fund, receive their portion of current secured taxes that are delinquent at year-end. State law allows these property tax advances to be funded through the issuance of Delinquent Tax Anticipation Notes (Notes). Notes are issued for a term of one year and are renewable for up to ten consecutive one-year terms. As security for the Notes, the County pledges all secured taxes to be collected which were delinquent and advanced to taxing jurisdictions. The principal balance of the Notes is reduced as property owners pay delinquent taxes or from the proceeds of the sale of tax-defaulted properties. Repayment of these Notes can take several years and, under the County's Teeter Plan, the Board is required to annually approve each year's delinquency Note for the outstanding principal amount. Interest on the

Notes is paid from the Tax Loss Reserve Fund.

The penalties and interest portion of delinquent secured tax collections is deposited to the Tax Loss Reserve Fund. The Tax Loss Reserve Fund is required by state law to maintain a minimum of 1% of the current secured property tax levy to ensure that sufficient funds are available to repay the Notes in the event that the full value of the delinquent taxes are not recovered. Sonoma County's internal Teeter Policy requires a restricted reserve amount equal to 2% of levy, or approximately \$14.7 million based on the estimated levy for 2013-14. The required reserve is fully funded.

Delinquent secured taxes totaled \$22.7 million at the start of 2013-14, down from \$29.2 million at the start of 2012-13. The secured roll delinquency rate decreased from 2.1% in 2011-12 to 1.6% in 2012-13.

Interest expense on the Notes is calculated on the outstanding balance of delinquent secured taxes and is estimated to be \$250,000 in 2013-14.

This financing process has no impact on Teeter revenues currently budgeted in Fiscal Year 2013-2014.

This requested action will allow for the continued operation of the Alternative Method of Property Tax Allocation for another year.

Prior Board Actions:

June 29, 1993: Adopted the Alternative Method of Property Tax Allocation. August 31, 1993: Implemented the Alternative Method of Property Tax Allocation & approved financing. Each year thereafter annually approve financing.

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

This financing process has no impact on Teeter revenues currently budgeted in Fiscal Year 2013-2014.

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:			
Notes for renewal of Series 2003-1, 2004-1, 2005-1, 2006-1, 2007-1, 2008-1, 2009-1, 2010-1, 2011-1, and 2012-1 Sonoma County Delinquent Tax Anticipation Note and for issuance of Series 2013-1 Delinquent Tax Anticipation Note.			



County of Sonoma
State of California

Date: August 20, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Renewal Of County Of Sonoma Delinquent Tax Anticipation Note Series 2003-1, 2004-1, 2005-1, 2006-1, 2007-01, 2008-1, 2009-1, 2010-1, 2011-1 And 2012-1 In An Aggregate Principal Amount Not To Exceed \$13,100, \$13,400, \$54,000, \$126,000, \$372,200, \$928,700, \$2,042,200, \$2,868,000, \$3,414,600 And \$4,206,300 Respectively, And Authorizing The Issuance Of County Of Sonoma 2013-1 Delinquent Tax Anticipation Note In An Aggregate Principal Amount Not To Exceed \$8,702,600.

Whereas, in Resolution No. 93-0954 this Board of Supervisors approved use of the alternative method of property tax allocation specified in Revenue and Taxation Code sections 4701 et seq. (hereinafter referred to as the "Alternate Method"); and

Whereas, in Resolution No. 12-0408 the Board of Supervisors authorized the renewal of Series 2002-1, Series 2003-1, Series 2004-1, Series 2005-1, Series 2006-1, Series 2007-1, Series 2008-1, Series 2009-1, Series 2010-1, Series 2011-1, and the issue of Series 2012-1 in amounts not to exceed \$19,400, \$13,100, \$37,600, \$116,000, \$280,000, \$709,100, \$1,785,400, \$3,637,300, \$4,458,000, \$5,728,500, and \$12,423,400 respectively, and

Whereas, the Board of Supervisors needs to renew Series 2003-1, 2004-1, 2005-1, 2006-1, 2007-1, 2008-1, 2009-1, 2010-1, 2011-1, and 2012-1 for amounts not to exceed \$13,100, \$13,400, \$54,000, \$126,000, \$372,200, \$928,700, \$2,042,200, \$2,868,000, \$3,414,600, and \$4,206,300 respectively, and issue Series 2013-1 for an amount not to exceed \$8,702,600

Now, Therefore, Be It Resolved,

1. Renewal of the Notes to Fund Payment of Delinquent Taxes to Jurisdictions. The Board authorizes renewal of the note Series 2003-1, 2004-1, 2005-1, 2006-1, 2007-1, 2008-1, 2009-1, 2010-1, 2011-1, and 2012-1 for amounts not to exceed \$13,100, \$13,400, \$54,000, \$126,000, \$372,200, \$928,700, \$2,042,200, \$2,868,000, \$3,414,600, and \$4,206,300 respectively. Since the County is exercising its option to renew the notes, the County agrees to pay the amount of all interest currently due on the notes prior to the maturity date of August 1, 2014, plus twenty percent of the principal amount of the penalty and interest component until such component is repaid. The note shall be for a term of one year, renewable at the option of the County for up to one, two, three, four, five, six, seven, eight, nine and ten one-year terms

respectively.

2. Issuance of Series 2013-1 Note to Fund Payment of Fiscal Year 2012-2013 Delinquent Taxes to Jurisdictions. The Board authorizes issuance of a note in an aggregate principal amount not to exceed \$8,702,600 to fund payment of outstanding delinquencies to participating jurisdictions, as anticipated by the Alternate Method. The note shall be for a term of one year, renewable at the option of the County for up to ten one-year terms. The note shall be designated "Sonoma County Delinquent Tax Anticipation Note" (hereinafter "the Note") and is being issued pursuant to the provisions of Government Code sections 53850 - 53858. Interest on the note shall be payable at the average rate paid on investments held by the Sonoma County Treasury (the "Pool" rate).

As security for the note, the County pledges all secured taxes collected which were delinquent as of June 30, 2013, and penalties and interest thereon. As additional security, the County agrees to pay any amounts available from the Tax Loss Reserve Fund should the pledged security described herein be insufficient to satisfy the County's annual obligation on the note. The Note shall be callable and redeemable in whole or in part at any time following its issuance and before maturity by the Board giving the registered owner of the Note 60 days prior written notice. The price for redemption shall be the prorated unpaid balance of principal and accrued interest at the date of redemption without penalty or premium. This Note is not a lien, or liability against the County, or against the Board of Supervisors of the County, or against any property, or funds of the County, or said Board of Supervisors, except as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof, nor of any interest here on, constitutes a debt, liability or obligation of the County except as provided in the Resolution or the Law. The Note is only an obligation of the Special Fund described in the Resolution and is not a general obligation of the County.

3. Authority to Execute Notes. The Chairman of the Board of Supervisors who may be in office at the date of the Notes or at the time thereafter prior to the delivery of the Notes to the purchasers thereof is hereby authorized and directed as such officer to sign by his manual signature the Notes and the Clerk of the Board who may be in office at the date of the Notes or any time thereafter prior to such delivery of the Notes is hereby authorized and directed as such officer to countersign by use of her manual signature the Notes. If any officer whose signature or countersignature appears upon the Notes ceases to be an officer of the Board before the delivery of the Notes to the purchasers, his or her signature or countersignature shall nevertheless be valid and of the same force and effect as if he or she had remained such officer.

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

To: Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Shirlee Zane, 565-2241

Supervisorial District(s):

Third.

Title: Disbursement of FY 13/14 District 3 Advertising Funds.

Recommended Actions:

Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotions activities for FY 13/14: Artistic Wonders Society for the Wunderkammer event, \$1,000.

Executive Summary:

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor’s discretion. The Third District has reviewed applications and wishes to make the following FY 13/14 advertising grant award:

- 1.) Artistic Wonders Society for the promotion of, and advertising efforts related to the “Wunderkammer featuring The Great Sonoma County Handcar Races” event, grant award of \$1,000.

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

Prior Board Actions:

Previous grants were awarded through District 3 during FY 12/13.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby promoting economic development and growth.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,000	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 1,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 1,000	Total Sources	\$ 1,000

Narrative Explanation of Fiscal Impacts (If Required):

Funds are included in the FY 13/14 budget. District has a total allocation of \$18,352. Following today's actions, \$17,352 will remain for award.

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:

FY 13/14 Grant Award Agreement Template.

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

None.

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, ____, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the «Organization», (hereinafter ADVERTISER).

WITNESSETH:

WHEREAS, ADVERTISER has represented that it is aware of and understands the provisions and requirements of Government Code Section 26100 and COUNTY'S "Advertising and Promotions Program Policy" for the expenditure of funds appropriated under Section 26100, and that any expenditure made by ADVERTISER will be in compliance with Section 26100, the Advertising and Promotions Policy, and this Agreement, and

WHEREAS, COUNTY'S Board of Supervisors has relied on those representations in authorizing the execution of this Agreement, and

WHEREAS, ADVERTISER has applied for and received funding under Category E – Local Events and Organizations category of the Advertising and Promotions Program Policy, and

WHEREAS, ADVERTISER is ready, willing and able to perform the services herein provided to be performed.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. During the fiscal year July 1, 2013 to June 30, 2014, COUNTY shall pay to ADVERTISER the total sum of \$«Amount» (hereinafter "Advertising Funds"), payable upon execution of this contract.
2. ADVERTISER must submit to the COUNTY receipts of activities performed utilizing the Advertising Funds. Activities must take place between July 1, 2013 and June 30, 2014. Receipts must be remitted to the COUNTY by July 31, 2014. If receipts are not submitted by July 31, 2014, repayment will be required of grant dollars not supported by advertising expense receipts by August 15, 2014. Failure to submit required receipts may jeopardize ability to receive future grant awards.
3. In consideration whereof, ADVERTISER promises and agrees to render the following services to COUNTY during the fiscal year July 1, 2013 to June 30, 2014:

All actions as set forth in the attached, Exhibit A (application for funding). In the case of more than one event, Advertiser will not transfer funds between events without prior approval from the COUNTY's program coordinator.

4. ADVERTISER agrees to keep complete and accurate books and records, and to make available and submit to audit by COUNTY all of ADVERTISER'S books, records, and financial statements upon COUNTY'S request and without prior notice.
5. ADVERTISER warrants to COUNTY that any Advertising funds paid to ADVERTISER by COUNTY pursuant to this Agreement shall be expended for only those purposes authorized by Section 26100 of the Government Code of the State of California and the COUNTY's Advertising and Promotions Policy.
6. Travel expenses, such as transportation and lodging, and/or meal costs, are not allowable advertising and promotions expenses. Advertising Funds may not be used to purchase or lease fixed assets.
7. ADVERTISER agrees to submit copies of all published materials to the County Administrator's Office.
8. Indemnification:
 - a. ADVERTISER agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including ADVERTISER, that arise out of, pertain to, or related to ADVERTISER's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. ADVERTISER'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 ADVERTISER's expense, subject to ADVERTISER'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 ADVERTISER or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.
 - b. ADVERTISER shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with ADVERTISER's performance hereunder.
9. Non-Discrimination: ADVERTISER shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.
10. Assignment/Delegation: ADVERTISER shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.
11. Merger: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. Termination: At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to ADVERTISER. In the event of such termination, COUNTY shall pay ADVERTISER for services rendered satisfactorily and in good faith to such date in an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by ADVERTISER bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by ADVERTISER.
13. Repayment: If ADVERTISER fails to comply with the rules and requirements of the Advertising and Promotions Program Policy or the specific Category requirements under which the ADVERTISER received funds, as specified, then ADVERTISER shall, within ten days of receipt of notice of such failure by COUNTY, return all grant funds provided by COUNTY under this Agreement; provided, however, that COUNTY may, in its sole discretion, allow ADVERTISER to retain some or all grant funds if COUNTY determines that the failure was inadvertent or immaterial, or that ADVERTISER has taken action to ensure that the failure will not reoccur.
14. Conflict of Interest: ADVERTISER covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. ADVERTISER further covenants that in the performance of this contract no person having any such interest shall be employed.
15. Attorneys' Fees: In the event the COUNTY brings an action or proceeding for damages arising out of the ADVERTISER's performance under this Agreement or to establish the COUNTY's right or remedy, the COUNTY shall be entitled to recover reasonable attorneys' fees and costs as a part of such action or proceeding.
16. Statutory Compliance: ADVERTISER agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.
17. AIDS Discrimination: ADVERTISER agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
18. No Third Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
19. Extra or Changed Work: Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. ADVERTISER expressly recognizes that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of ADVERTISER to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter ADVERTISER shall be entitled to no compensation whatsoever for the performance of such work. ADVERTISER further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

COUNTY OF SONOMA

DATE: _____

By _____
County Administrator, authorized by the
Chair, Board of Supervisors

ATTEST: _____
Clerk of the Board of Supervisors

«Organization»
«Street»
«City», «StateZip»

DATE: _____

By _____
«Contact»
«Event»



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Ginny Bauer, Assistant Purchasing Agent, 707-565-2433

Supervisorial District(s):

All

Title: Pest Extermination Services

Recommended Actions:

Authorize the Purchasing Agent to execute a Blanket Purchase Order with Applied Pest Management, Inc. for pest extermination services effective September 1, 2013, through August 31, 2014, with the option to extend for two (2) additional one (1) year periods, providing that extensions are agreeable to both parties.

Executive Summary:

The proposed Blanket Purchase Order will provide pest extermination services for several County departments, as needed. Currently, the County has a BPO with Applied Pest Management, Inc. The BPO will facilitate ease of payments by the departments using pest extermination services.

Background

The County requires routine pest extermination services, as needed, in several departments (buildings). The primary service of the Contractor is their knowledge about pests and their management, not the routine application of pesticides. Service includes annual inspections and monitoring on a monthly basis as well as pesticide application when warranted. The Contractor holds strict adherence to the State of California's Department of Pesticide Regulation Structural Pest Control Act and shall utilize the best practices in the industry. The Contractor is responsible to suppress the following pests: Rodents, insects, arachnids and other arthropod pests. There is no available alternative as the County does not have the staffing, licensing, materials or equipment to carry out its own pest extermination program.

Procurement

The County solicited proposals from twenty-four vendors for pest extermination services. Two proposals were received and reviewed by Purchasing and user department staff for quality of service and price. After reviewing proposals, Applied Pest Management, Inc. of Vallejo, California was ranked number one in the selection process. Applied Pest Management, Inc. demonstrated a solid record of

good service, fulfilled the primary criteria to perform the work, had good pricing and has shown a great responsiveness to the County's needs. Both companies who submitted proposals have a local presence in Sonoma County, however, the local preference score was not enough of a determining factor to change the final selection. Applied Pest Management, Inc. provides integrated pest management services; which is an eco-system-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non target organisms, and the environment.

The estimated cost of the Blanket Purchase Order is expected to be approximately \$35,619 per year. Prior pest extermination expenses in the past five fiscal years has been as follows: FY 2009/10 \$32,928, FY 2010/11 \$31,631, FY 2011/12 \$34,002 and FY 2012/13 \$43,914.

Prior Board Actions:

June 16, 2009 – Pest Extermination Services

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

Maintain a clean, pest-free work environment for County staff and the public that are served.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 35,619	County General Fund	\$ 35,619
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 35,619	Total Sources	\$ 35,619

Narrative Explanation of Fiscal Impacts (If Required):

Sufficient appropriations for this Blanket Purchase Order are in the various departments' budgets. Actual charges are subject to each department's respective use of the service(s).

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



County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Carol Allen (707) 565-2549

Supervisory District(s):

All

Title: Salary Resolution Amendment, Section 18.3.

Recommended Actions:

Adopt concurrent resolution amending the Salary Resolution 95-0926, Section 18.3, One-Time Lump-Sum, Non-Recurring and Non-Pensionable Payments, authorizing the deposit of the two \$100 County Health Reimbursement Arrangement (HRA) contributions, to instead be deposited into a Flexible Spending Account (FSA) for eligible active employees not enrolled in a County sponsored medical plan.

Executive Summary:

Salary Resolution 95-0926 covers wages and benefits for County Department Heads, Administrative Management, Confidential, and Unrepresented employees. In August 2012, in support of the County's stated goals of restructuring benefits to reduce pension costs, the Board adopted a Resolution of Intent outlining recommended reductions in salary and benefits for employees covered under the Salary Resolution. Based on the recommendations of the Resolution of Intent, the Board amended the Salary Resolution on March 19, 2013. Changes reflected an overall reduction of approximately 5% of total salary and benefit costs for Salary Resolution employees. The amendment included two (2) \$100 contributions into a Health Reimbursement Arrangement (HRA) for Confidential and some Unrepresented employees. These contributions are outlined in Salary Resolution Section 18.3, One-Time, Lump-Sum, Non-Recurring, and Non-Pensionable Payments.

After the County developed the eligibility requirements for the HRA plan for active employees, the Department of Labor (DOL) issued direction regarding the Affordable Care Act (ACA) that limits HRA contributions to employees enrolled in a County sponsored medical plan. (Staff was not aware of these interpretations until after the Salary Resolution amendment had already been approved by the Board on March 19, 2013.) However, the HRA language in Salary Resolution Section 18.3 does not require an employee to be enrolled in a County sponsored medical plan to receive these contribution. Thus,

the provisions of Section 18.3 do not comply with the ACA. Without changes to Section 18.3, noncompliance could result in fines and jeopardize the tax status of the County's entire HRA plan. Additionally, all County HRA contributions could be taxable to employees, including the on-going monthly contributions provided under Section 14.3.

The first HRA contribution under Section 18.3 was scheduled for April 10, 2013. At that time, there were 20 Confidential and Unrepresented employees eligible to receive the \$100 HRA contribution who were not enrolled in a County sponsored medical plan. For these employees, the \$100 was not contributed to the HRA and staff considered other alternatives as a replacement benefit. The benefit alternative that most closely matches the HRA is a Flexible Spending Account (FSA). Like the HRA, the FSA is a tax deferred, non-pensionable account that can be accessed by employees for reimbursement of eligible medical expenses. However, unlike the HRA, the FSA must be used by the end of the plan year, March 31, 2014.

To ensure the County is in compliance with the ACA, staff recommends your board authorize the two \$100 lump sum contributions be made to an FSA account instead of an HRA for the otherwise eligible employees not enrolled in a County sponsored medical plan. This action will enable the funds to be used for their original intended purpose of reimbursement for medical expenses and will incur no additional cost to the County.

Prior Board Actions:

8-14 -12: Resolution of Intent to change benefits provided under Salary Resolution
 3-19-13: BOS adopts recommended changes to Salary Resolution 95-0926

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The recommended changes to Salary Resolution reflect the County's goal of efficient and effective use of resources and enhanced fiscal soundness by through the reduction and restructuring of employee benefits and the overall reduction of pension costs.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

The cost for providing the FSA contributions is the same as the cost for providing the HRA contributions and was approved by the Board on March 19, 2013. This action represents no additional 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):

Attachments:

A – Amended Salary Resolution, Section 18.3

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



County of Sonoma
State of California

Date: August 20, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, and the Board of Directors of the Northern Sonoma County Air Pollution Control District, State Of California, Amending Section 18.3 of the Salary Resolution 95-0926 to authorize the deposit of the two \$100 County contributions into a Health Reimbursement Arrangement (HRA) to instead be deposited into a Flexible Spending Account (FSA) for eligible Confidential and certain Unrepresented Employees not enrolled in a County sponsored medical plan.

Whereas, salary and benefits for Department Heads, Administrative Management, Confidential and Unrepresented employees are provided under Salary Resolution 95-0926 (Salary Resolution); and

Whereas, on March 19, 2013, the Board approved amendments to the Salary Resolution which included in Section 18, two \$100 lump-sum, non-recurring, and non-pensionable County contributions into an HRA for Confidential and some Unrepresented employees, including those not currently enrolled in a County sponsored medical plan; and

Whereas, subsequent to March 19, 2013, staff became aware that under the Department of Labor's interpretation of the Affordable Care Act, , the two \$100 lump sum County HRA contributions approved by the Board in the Salary Resolutions amendments on March 19, 2013 are not compliant with ACA requirements; and

Whereas, non-compliance with ACA provision could result in fines and jeopardize the tax status of the County's HRA plan;

Whereas, directing the two \$100 lump sum contributions to a Flexible Spending Account (FSA) for those eligible Confidential and Unrepresented employees not enrolled in a sponsored medical plan, instead of an HRA, will maintain the County's ACA compliance, and result in no additional cost to the County;

Now, Therefore, Be It Resolved that this Board hereby approves the amendment of Salary Resolution 95-0926, Section 18.3 (Attachment A) allowing deposit of the two \$100 lump

Resolution #

Date:

Page 2

sum County HRA contributions for eligible employees covered by the Salary Resolution to be deposited into an individual FSA for eligible employees not enrolled in a County sponsored medical plan, which is attached and incorporated by reference herein.

Be It Further Resolved the County Administrator and 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.

SECTION 18 - OTHER COMPENSATION (Amended 8/20/13)

18.1 Fees

County officers and employees who may collect fees and/or other monies on behalf of the County may retain such fees only when specifically authorized by this Resolution or other resolution of the Board of Supervisors.

18.2Hourly Cash Allowance

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 three dollars and forty five cents (\$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 six hundred dollars (\$600.00) per month). Such hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for 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 in the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit. (Amended 9/16/08)

18.3One-time, Lump-Sum, Non-Recurring And Non-Pensionable Payments

Section 18.3 and subsections do not apply to the following Unrepresented job classifications: 0841, Assistant Executive Officer LAFCO; 2537, Forensic Psychiatrist; 2536, Mental Health Physician; and 2535, Public Health Physician.

18.3.1 March 19, 2013 – June 30, 2013 Payment

On April 10, 2013, the County shall pay each allocated full-time Confidential and Unrepresented employee with a base pay of up to \$36.50 per hour a one-time, lump sum, non-recurring, and non-pensionable payment of four hundred and fifty-five dollars (\$455.00). On April 10, 2013, the County shall pay each allocated full-time Confidential and Unrepresented employee with a base pay of \$36.51 and higher per hour a one-time, lump sum, non-recurring, and non-pensionable payment of six hundred and eighty-two dollars and fifty cents (\$682.50). In addition, on April 10, 2013, for employees enrolled in a County sponsored medical plan, the County shall contribute into each allocated full-time Confidential and Unrepresented employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable payment of one hundred dollars (\$100.00.). Employees not enrolled in a County sponsored medical plan will receive a contribution of \$100 into a Flexible Spending Account (FSA). For each allocated part-time

Confidential and Unrepresented employee the County shall pay FTE prorated

one-time, lump sum non-recurring, and non-pensionable payments.

18.3.2 July 1, 2013 – June 30, 2014 Payment

On December 4, 2013, the County shall pay each allocated full-time Confidential and Unrepresented employee with a base pay of up to \$36.50 per hour a one-time, lump sum, non-recurring, and non-pensionable payment of seven hundred and thirty-five dollars (\$735.00). On December 4, 2013, the County shall pay each allocated full-time Confidential and Unrepresented employee with a base pay of \$36.51 and higher per hour a one-time, lump sum, non-recurring, and non-pensionable payment of one thousand and one hundred and two dollars (\$1,102.00). For each allocated part-time Confidential and Unrepresented employee the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.

18.3.3 July 1, 2014 – October 31, 2015 Payment

On December 3, 2014, the County shall pay each allocated full-time Confidential and Unrepresented employee with a base pay of up to \$36.50 per hour a one-time, lump sum, non-recurring, and non-pensionable payment of five hundred and twenty-five dollars (\$525.00). On December 3, 2014, the County shall pay each allocated full-time

Confidential and Unrepresented employee with a base pay of \$36.51 and higher per hour a one-time, lump sum, non-recurring, and non-pensionable payment of Seven hundred and eighty-seven dollars and fifty cents (\$787.50). In addition, on December 3, 2014, for employees enrolled in a County sponsored medical plan, the County shall contribute into each allocated full-time Confidential and Unrepresented employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable payment of one hundred dollars (\$100.00.). Employees not enrolled in a County sponsored medical plan will receive a contribution of \$100 into a Flexible Spending Account (FSA). For each allocated part-time Confidential and Unrepresented employee, as described above, the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.



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: Sonoma County Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Diane Kaljian – 707-565-5950
Tracy Repp – 707-565-5982

Supervisorial District(s):

All

Title: Adult & Aging Services Contract Amendment for direct client services that assist with maintaining health, independence, and ability to remain at home.

Recommended Actions:

Authorize the Director of Human Services to sign amendments to increase the amount of three contracts from \$25,000 to \$50,000 each, with Council on Aging, Brabetz Inc., and Janelle Melvin-Macrae, for direct client services, no change to the original term (July 1, 2012 and ending June 30, 2014).

Executive Summary:

The Adult and Aging Division utilizes funding to purchase services and supplies from selected purchase of service vendors for Adult Protective Services (APS), Multi-Purpose Senior Services Program (MSSP) and In-Home Supportive Services (IHSS) clients with critical needs. Each purchase of service contractor has completed a Services Vendor Application and provided verification of possessing County insurance limit requirements and valid licenses if licenses are required for service. Only those services authorized by Division staff are provided by the vendor and the Division has no obligation to order any of the vendor's services during the term of the agreement.

The Division has discretion over allocation of services based on the client needs. All vendors' requests for payment are approved by supervising social workers before submission for payment based on client need and available funding.

The Department is requesting Board of Supervisors authority for the Department Head signature authorization to amend three vendor contracts that were selected to provide service in 2012-2014.

1. Brabetz Inc. dba At Home Services provides urgent care to Division program participants who have an urgent temporary situation where their regular caregiver or health professional is unexpectedly unavailable. The Division has expended \$19,135 during the first year of the two year contract, which had an original contract total of \$25,000. Authorization is needed to increase the contract by an additional \$25,000 for a total of \$50,000. This request is to increase the funding for year two of the contract. There is no increase in the rates and no change to the contract term. Contract term: July 1, 2012-June 30, 2014.

2. Council on Aging provides temporary supportive services for Division program participants with critical needs such as adult day, care management, money management, caregiver respite, meals, etc. The Division has

expended \$14,513 during the first year of the two year contract which had an original contract total of \$25,000. Authorization is needed to increase the contract by an additional \$25,000 for a total of \$50,000. This request is to increase the funding for year two of the contract. There is no increase in the rates. Contract term: July 1, 2012- June 30, 2014.

3. Janelle Melvin-Macrae provides licensed health care services and social reassurance to clients. The Division has expended \$15,645 during the first year of the two year contract which had an original contract total of \$25,000. Authorization is needed to increase the contract by an additional \$25,000 for a total of \$50,000. This request is to increase the funding for year two of the contract. There is no increase in the rates. Contract term: July 1, 2012- June 30, 2014.

Prior Board Actions:

Approval of contract amendment for \$25K increase to \$50K for Janelle Macrae 1.10.12. No prior Board Actions for Council on Aging or Brabetz Inc. for described services.

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

To provide services that assist with maintaining health, independence, and ability to remain at home.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 150,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 150,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 150,000	Total Sources	\$ 150,000

Narrative Explanation of Fiscal Impacts (If Required):

Funds for these services are already included in the approved 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 Amendments.



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: August 20, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Tom Richardson 707.565.5820

Supervisorial District(s):

All

Title: Agreements with U.C. Davis Extension

Recommended Actions:

Authorize the Director of Human Services to execute agreements with the University of California, Davis Extension to provide Eligibility Worker, Child Welfare, and Adult Services training to Human Services Department staff for the period of July 1, 2013 through June 30, 2014 for a total contract value of \$193,550 with the Human Services Department share of cost of \$167,085.

Executive Summary:

The Human Services Department is requesting that the Director be authorized to execute three agreements with the University of California, Davis Extension Center for Human Services to provide in-service and professional training to Human Services Department staff, for the period of July 1, 2013 through June 30, 2014 for a total contract value of \$193,550. From this, UC Davis deducts their in-kind contribution leaving the Human Services Department share of cost of \$167,085. All costs for this program are fully reimbursed by the state resulting in a zero net cost to the department.

Beginning in Fiscal Year 1984-1985, the State allocated annual Staff Development funds to counties for training Eligibility Workers. In 1991, Title IV-E funds became available to include training to Child Welfare Services Social Workers, and in 1996 additional funding became available to train Adult Services Social Workers. To receive these funds, the California Department of Social Services (CDSS) requires counties to sign agreements with the University of California, Davis Extension Center for Human Services to provide the training. UC Davis is the only university with such an arrangement with CDSS. The State is continuing this funding for Human Services Department staff training for Fiscal Year 2013-2014 with \$193,550 being allocated to Sonoma County as follows:

1. \$118,500 for Eligibility Worker training.
2. \$47,400 for Child Welfare training.
3. \$27,650 for Adult Services training.

The total value of the three contracts is \$193,550. The University discounts the stated costs by \$26,465

and provides in-kind services such as materials duplication, training consultation, and a training exchange with other county human service departments through the Inter County Training Consortium (ICTC). The remaining costs of \$167,085 are reimbursed to Sonoma County by the State, resulting in no net cost to the County.

Prior Board Actions:

The Board has approved training agreements with U.C. Davis since Fiscal Year 1984-1985.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The training provided by this program will contribute to the outcome of having a professionally managed organization through a workforce that implements established best professional practices.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 167,085		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 167,085
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 167,085	Total Sources	\$ 167,085

Narrative Explanation of Fiscal Impacts (If Required):

The total value of the services provided through the contract is \$193,550. From this, UC Davis deducts their in-kind contribution leaving the Human Services Department share of cost of \$167,085. Funding for these agreements is included in the department's approved Fiscal Year 2013-2014 budget. All costs for this program are fully reimbursed by the state resulting in a zero net cost to the department.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

None

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

Agreements



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 18
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Kim Seamans, Division Director
Economic Assistance
(707) 565-2198

Supervisorial District(s):

Countywide

Title: Amendment for Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Subcontractor Agreement

Recommended Actions:

Authorize the Director of Human Services to execute Amendment No. 1 to an existing FY 12-13 agreement with the Northern California Center for Well Being for the SNAP-Education Human Services Department Continuation of Community Expansion Grant, increasing the contract by \$5,000 resulting in a new total not to exceed amount of \$112,106, no change to the term through September 30, 2013.

Executive Summary:

The Human Services Department (HSD) requests the Board authorize the Director of Human Services execute the first amendment to an agreement with Northern California Center for Well-Being (NCCWB) to assist with the implementation of the Sonoma County Community Nutrition Expansion Project for the period October 1, 2012 through September 30, 2013, increasing the funding amount by \$5,000 for a new contract amount not to exceed \$112,106.

In October 2012, the Board of Supervisors approved the amount of \$107,106 of SNAP-Ed funds to be released to Northern California Center for Well Being (NCCWB) as contractor to deliver nutrition education per contract: \$107,106 was released to NCCWB to provide nutrition education classes and education events such as cooking demonstrations. HSD extended the current contract with NCCWB to provide these services.

Throughout the contract, NCCWB has focused on nutrition education efforts throughout Sonoma County and it is anticipated the agency will reach over 1,200 unduplicated CalFresh participants or SNAP eligible adults through nutrition education and Rethink Your Drink sessions. Sessions will be located at homeless shelters, drug rehabilitation centers for perinatal care, community clinics, drop in centers for homeless, service centers for homeless youth (VOICES), the CalFresh office and community events

throughout Sonoma County. NCCWB will also continue to participate in the County Nutrition Action Plan Workgroup to help coordinate USDA food program interventions and efforts to increase food security in the target population.

Human Services Department proposes amending this existing agreement to expand the scope of work to allow the Promotora de Salud Coordinator staff under NCCWB to increase the position hours in the final months of the contract from 15 hours per week to 25 hours per week until September 30, 2013. The increase in the Promotora de Salud Coordinator position is due to the augmented number of events for HSD in the final months that require increased coordination and includes salary, indirect and fringe costs, as well as additional stipends for promotores.

Prior Board Actions:

2/16/2012 Board Resolution Authorizing Execution of Contract of \$107,106 in SNAP-Ed funding for Federal Fiscal Year 2012/2013.

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

Allows HSD to provide valuable nutrition education to low income individuals and families.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 30,310		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 30,310
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 30,310	Total Sources	\$ 30,310

Narrative Explanation of Fiscal Impacts (If Required):

The grant period is based on the Federal Fiscal Year, ending September 30, 2013, and thus crosses a County Fiscal Year. The total amount of the contract is \$112,106. The \$30,310 amount reflects the remaining budgeted amount as of June 2013 for the 2013-2014 fiscal year. The Department will encumber the expenses and budget the remaining monies for Fiscal Year 2013/2014.

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:
SNAP-Ed Contract



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: Sonoma County Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department/IHSS Public Authority

Staff Name and Phone Number:

Diane Kaljian – 565-5950

Supervisorial District(s):

All

Title: Memorandum of Understanding with SEIU, UHW

Recommended Actions:

Resolution of the IHSS Public Authority Board of Directors approving the Memorandum of Understanding with SEIU, United Healthcare Workers (UHW) from October 1, 2013 through September 30, 2015.

Executive Summary:

The Human Service Services Department and the IHSS Public Authority (PA) request that the IHSS Public Authority Board of Directors approve the Memorandum of Understanding between the PA and SEIU, United Healthcare Workers (UHW).

The PA was established in June 2001, and the first PA-SEIU MOU was finalized by the Board of Supervisors in January 2002. The current MOU expired on September 30, 2011. This MOU reflects a new agreement effective from October 1, 2013 through September 30, 2015.

Current MOU Status:

The parties involved reached a Tentative Agreement (TA) on July 10, 2013. The PA was notified of ratification by the Union on August 12, 2013.

The Tentative Agreement contain the following:

1. Term – Effective October 1, 2013 through September 30, 2015.
2. Wages – Wage increase from \$11.50 to \$11.65 per hour effective October 1, 2013
3. Health Insurance – The Union has unilateral ability to change the health plan.
4. Training Incentive – The Public Authority will no longer issue stipends for attendance at training.
5. Health Care Contingency Provision – The parties will meet and discuss the impact of health coverage for providers through the Affordable Care Act.

Prior Board Actions:			
09/29/09	Approved MOU with SEIU, UHW		
03/18/08	Approved MOU with SEIU, UHW West and CDSS Rate Request		
02/06/07	Approved MOU with SEIU, UHW West		
01/10/06	Approved MOU amendment with SEIU UHW		
01/15/02	Approved new MOU with SEIU, Local 250		
06/02/01	Approved Ordinance to establish the Sonoma County IHSS Public Authority		
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Increases wages for in-home care providers of low-income disabled children, adults and older adults.			
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 12,794,328.	County General Fund	\$ 12,794,328
Add Appropriations Req'd.	\$ 443,541	State/Federal	\$ 443,541
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 13,237,869	Total Sources	\$ 13,237,869
Narrative Explanation of Fiscal Impacts (If Required):			
The FY13-14 budgeted amount is \$12,794,328. The increased cost for the wages is \$443,541. The additional funding from Realignment is contained within the Human Services budget. Budget adjustments will be made in the first quarter consolidated budget actions.			
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 approving MOU between IHSS Public Authority with SEIU UHW			

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

Memorandum of Understanding between IHSS Public Authority and SEIU UHW



County of Sonoma
State of California

Date: August 20, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The IHSS Public Authority Board of Directors Of The County Of Sonoma, State Of California, approving the Memorandum of Understand with SEIU UHW From October 1, 2013 through September 30, 2015.

Whereas, SEIU UHW is a recognized employee organization; and

Whereas, SEIU UHW met and conferred with representatives of the County of Sonoma and the IHSS Public Authority to negotiate a Memorandum of Understanding; and

Whereas, SEIU UHW and the negotiators have reached a tentative agreement on the terms of a Memorandum of Understanding; and

Whereas, the terms and conditions of the tentatively agreed upon 2013-15 Memorandum of Understanding are within the prescribed authority of the Board of Directors; **and**

Now, Therefore, Be It Resolved that the IHSS Public Authority Board of Directors hereby approves the Memorandum of Understanding between the Public Authority and SEIU UHW which is incorporated herein; and

Be It Further Resolved that the terms and conditions of the Memorandum of Understanding for fiscal years 2013-15 shall be in full force and effect from October 1, 2013 and including September 30, 2015 except as specified otherwise in the Memorandum of Understanding.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Sigrid Swedenborg 565-1914

Supervisorial District(s):

Fourth

Title: Lot Line Adjustment between three (3) parcels under Williamson Act contract, file LLA12-0055

Recommended Actions:

Consider and Approve Resolution and Conditions of Approval for a Lot Line Adjustment between three parcels (4 APNs) for Westside Grapes LLC – David DiLoreto, for property located at 6050 Westside Road, Healdsburg (APNs 110-160 -016, -011 and -017) and 6025 Westside Road (APN 116-160-006), Supervisorial District 4. PRMD File LLA12-0055.

Executive Summary:

Proposal:

This is a request for a Lot Line Adjustment between three parcels, currently 75.35 (Lot A), 3.49 (Lot B), and 49.4 (Lot C) acres in size, resulting in three parcels, 12.01, 78.84, 37.39 acres in size, subject to Conditions of Approval. The parcels are zoned LIA (Land Intensive Agriculture) with a 60 acre density. Combining zones are: BR (Biotic Resource), SR (Scenic Resources), F1 (Floodway), F2 (Floodplain), HD (Historic District), VOH (Valley Oak Habitat) and Z (Second Unit Exclusion). There will be no increase in development potential as a result of the Lot Line Adjustment. The 3.49 acre parcel was purchased separately from the other parcels by the property owner in 2005. The parcels are all under one Williamson Act contract, a Type I prime contract recorded in 1972 (1-272-72; 2607/915).

Lot A is developed with the Hop Kiln Winery, a single family residence, pond and outbuildings. The majority of this site is planted with vines. Lot B is developed with a large barn, small cottage and a shed. There is no agricultural use on the 3.49 acres (Lot B). The conditions of approval for the Lot Line Adjustment require that the newly configured lots must each be under a separate contract.

Normally a Lot Line Adjustment is approved administratively. However, since the parcels involved in the Lot Line Adjustment are under a Williamson Act contract they must be reviewed by the Board of Supervisors. The Board is requested to review the proposed Lot Line Adjustment, Williamson Act findings {Government Code

Section 51257(a)}, the requirements of the Subdivision Map Act {Section 66412(d)}, and approve the requested Lot Line Adjustment.

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

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

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

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

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

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

Staff Comment: The proposed lot sizes, 12.01, 78.84, 37.39 acres are consistent with the minimum 10 acre lot size requirement for a Type I Williamson Act contract. Once the Lot Line Adjustment deeds have recorded, the existing Type I Williamson Act contracts will be rescinded and replaced with new Type I contracts over each of the adjusted lots. Each lot will meet the requirement for income generation for a Type I contract. The area in vineyard is adequate to justify the inclusion of the land in a Williamson Act contract.

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

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

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

Staff Comment: Each parcel is more than 10 acres in size which is the minimum parcel size for a Type I

Williamson Act Contract. All parcels will continue to be used as vineyard lands.

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

Staff Comment: At 12.01, 78.84, 37.39 in size, the parcels resulting from the Lot Line Adjustment will not compromise agricultural productivity. Each parcel meets the minimum parcel size for Type I Williamson Act Contracts. The reconfiguration of the contract boundaries to coincide with the new parcel boundaries will not result in adjacent lands being removed from contract. The parcels will be able to maintain their contractual obligations.

Lot A: The resultant parcel size is 12.01 acres with 6 acres of existing vineyards. Gross income per acre from the vineyard ranges from \$4,000.00 – \$6,000.00 per acre.

Lot B: The resultant parcel size is 37.39 acres with 15 acres of existing vineyard and 9 acres of riparian vegetation along a blue line creek. Gross income per acre from the vineyard ranges from \$4,000.00 – \$6,000.00 per acre.

Lot C: The resultant parcel size is 78.84 with 9.5 acres of existing vineyard. Approximately 55 acres of the site are heavily vegetated with riparian habitat and 35 acres are zoned “Biotic Resource. The parcel includes land on both sides of the Russian River. This parcel is proposed to be placed under a non-prime, open space contract where no income is required.

Under the newly adopted Agricultural Preserve Rules, the minimum gross income requirements are as follows:

Vineyard: Not less than \$1,000.00 per Planted Acre; Open Space: No income requirement

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

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

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

Staff Comment: There is a 60 acre zoning density on the site, which would require 120 acres before there is any subdivision potential. With the resultant parcel sizes of 12.01, 78.84, 37.39, there will be no increase in development potential as a result of the Lot Line Adjustment.

Staff recommendation: Staff recommends the Board find that all Government Code § 51257 findings are satisfied in connection with the proposed Lot Line Adjustment, and approve the proposed Lot Line Adjustment subject to the attached Conditions of Approval. The lots will continue to be devoted to a qualifying agricultural use. Conditions of Approval require that prior to recording the Grant Deed for the Lot

Line Adjustment, the applicants shall submit the appropriate application and filing fees to rescind and replace the existing contract with three new prime (Type I) Williamson Act contracts. Once the Lot Line Adjustment grant deed is recorded, then the County can proceed with preparation of the new contracts, and include the new legal descriptions for the three parcels.

Prior Board Actions:

None

Strategic Plan Alignment: Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

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

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Not applicable			

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Draft Resolution
Exhibit A: Draft Conditions of Approval

Exhibit B: Vicinity Map
Exhibit C: Lot Line Adjustment Map
Exhibit D: APN Map

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

None



County of Sonoma

State of California

Date: August 20, 2013

Item Number: _____

Resolution Number: _____

LLA12-0055

4/5 Vote Required

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

Whereas, Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, granting the request by Westside Grapes LLC-David DiLoreto for a Lot Line Adjustment between three parcels 75.35, 3.49, and 49.40 acres in size resulting in three parcels (four APNs); 78.84, 12.01, and 37.39 acres in size with all parcels subject to Williamson Act Contracts located At 6050 Westside Road, Healdsburg Road; APNs 110-1160-016, -011 and -017 and 6025 Westside Road, Healdsburg; APN 116-160-006

Whereas, the applicant, Westside Grapes LLC-David DiLoreto, filed an application with the Sonoma County Permit and Resource Management Department a Lot Line Adjustment between three parcels 75.35, 3.49, and 49.40 acres in size resulting in three parcels; 78.84, 12.01, and 37.39 acres in size with all parcels subject to Williamson Act Contracts properties located at 6050 and 6025 Westside Road, Healdsburg; APNs 110-160-016, -011, -017, and -006; Zoned LIA (Land Intensive Agriculture) with a 60 acre density. Combining zones are; BR (Biotic Resource), SR (Scenic Resources), F1 (Floodway), F2 (Floodplain), HD (Historic District), VOH (Valley Oak Habitat) and Z (Second Unit Exclusion) Supervisorial District No 4; and

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

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

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

- a. The new contract or contracts would enforce and restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired

term of the rescinded contract or contracts, but for not less than 10 years.

b. There is no net decrease in the amount of the acreage restricted. The proposed lot sizes, 12.01 and 37.39 acres are consistent with the minimum 10 acre lot size requirement for a Type I Williamson Act contract and the minimum of 40 acres for the Open Space Contract for the 78.84 acre parcel.

c. After the Lot Line Adjustment 100% of the land under the former contracts will be under the new Type I contracts.

d. After the Lot Line Adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222. Each parcel is more than 10 acres in size which is the minimum parcel size for a Type I Williamson Act Contract. All parcels will continue to be used as vineyard lands.

e. The Lot Line Adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts. At 12.01, 78.84, 37.39 acres in size, the parcels resulting from the Lot Line Adjustment will not compromise agricultural productivity. The reconfiguration of the contract boundaries to coincide with the new parcel boundaries will not result in adjacent lands being removed from contract. The parcels will be able to maintain their contractual obligations.

f. The Lot Line Adjustment will not result in the removal of adjacent land from agricultural use. Adjacent land is not expected to be affected by the Lot Line Adjustment in any way.

g. The Lot Line Adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan. There is a 60 acre zoning density on the site, which would require 120 acres before there is any subdivision potential. With the resultant parcel sizes of 12.01, 78.84, 37.39, there will be no increase in development potential as a result of the Lot Line Adjustment.

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

Be It Further Resolved that the Board of Supervisors grants the request for the Lot Line Adjustment subject to conditions as shown in Exhibit "A" for property located at 6050 Westside Road, Healdsburg Road; APNs 110-1160-016, -011 -017 and 6025 Westside Road, Healdsburg; APN 116-160-006.

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

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.

Conditions of Approval

Staff: Sigrid Swedenborg
Applicant: Westside Grapes LLC
Owner: Westside Grapes LLC and PCR Holding LLC
Address: 6050 Westside Road, Healdsburg

Date: August , 2013
File No.: LLA12-0055
APN: 110-160-006, -011, -016, -017

Project Description: Request for a Lot Line Adjustment between three parcels; (four APN's) 75.35, 3.49, and 49.40 acres in size resulting in three parcels; 78.84, 12.01, and 37.39 acres in size with all parcels subject to Williamson Act Contracts.

NOTE: These conditions must be met and the application validated within 24 months (August 2015) unless a request for an extension of time is received before the expiration date.

NOTE: The Lot Line Adjustment has been determined to be Categorically Exempt from CEQA (California Environmental Quality Act).

NOTE: The parcels are under Williamson Act contracts and therefore the Board of Supervisors must determine that the Lot Line Adjustment meets the findings set forth in Section 51257(a) of the Government Code before the Lot Line Adjustment can be approved.

The following measures must be completed before the deed may be recorded:

PLANNING:

"The conditions below have been satisfied BY _____ DATE _____

1. Submit verification to Planning that taxes and/or assessments, which are a lien and termed as payable, are paid to the Treasurer-Tax Collector's Department on all parcels affected by the adjustment. The Treasurer-Tax Collector knows the amount of the tax due.
2. A draft description, prepared by a Licensed Land Surveyor or Civil Engineer authorized to practice land surveying, showing the combination of lots or transfer of property shall be submitted to the County Surveyor for approval. The following note shall be placed on the deed or deeds. "The purpose of this deed is for a Lot Line Adjustment for the combination of a portion of the Lands of Pcr Holdings LLC as described by deed recorded under Document No. 2005-024143, Sonoma County Records, APN 110-160-006, with the Lands of Westside Grapes LLC as described by deed recorded under Document No. 2004-084370 (Lot 2 of MNS04-0039), Sonoma County Records, APN 110-160-016, and the Land of Westside Grapes LLC as described by deed recorded under Document No. 2004-084370 (Lot 2 of MNS04-0039), APN 110-160-017. This deed is pursuant to LLA12-0055 on file in the office of the Sonoma County Permit and Resource Management Department. It is the express intent of the signatory hereto that the recordation of this deed extinguishes any underlying parcels or portions of parcels." It is the responsibility of the surveyor/engineer preparing the deeds to insure that the information contained within the combination note is correct. Note: The County Surveyor may modify the above described note.
3. After approval by the County Surveyor, a grant deed or deeds shall be prepared and submitted to the Planning Division for approval prior to recording. An approval stamp will be placed on the face of the grant deed or deeds.
4. A site plan map of the Lot Line Adjustment shall be prepared by a Licensed Surveyor or Civil Engineer and attached to the deed(s) to be recorded. The site plan shall be subject to the review

and approval of the County Surveyor. The following note shall be placed on said plan: "THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. Any errors or omissions on this exhibit shall not affect the deed description."

5. After approval of the deed description by the County Surveyor, a grant deed or deeds shall be prepared and submitted to the Permit and Resource Management Department for approval prior to recording.
6. Prior to recording the Lot Line Adjustment grant deed, the applicant shall submit complete applications and appropriate filing fees to rescind and replace the existing, prime (Type I) Williamson Act contracts on Lots B and C with two new, prime (Type I) Williamson Act contracts and rescind and replace the existing, prime (Type I) Williamson Act contract on Lot A with an Open Space contract.
7. The property owners shall execute a Right-to-Farm Declaration on a form provided by PRMD to be submitted before the Lot Line Adjustment is cleared by PRMD for recordation. The Right-to-Farm Declaration shall be recorded concurrently with the PRMD approved Lot Line Adjustment grant deed(s) to reflect the newly configured parcels.
8. 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.

Vicinity Map

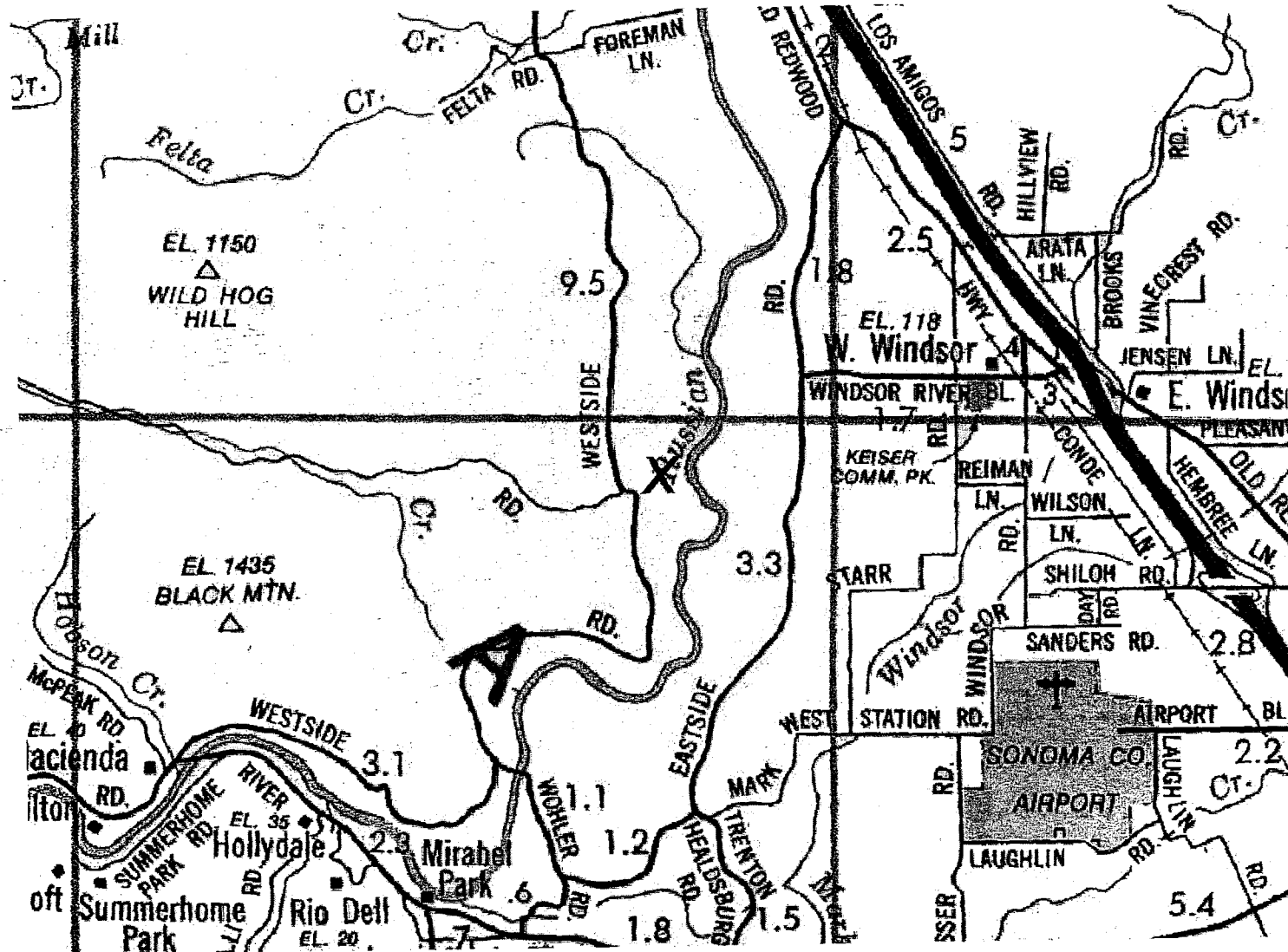


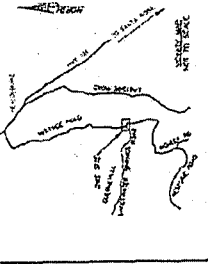
EXHIBIT B



PRMD

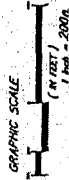
Activity #LLA12-0055

Lot Line Adjustment Map



NOTES:
 1) THIS MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY.
 BOUNDARY INFORMATION POINTS ARE FOR RECORD ONLY.
 2) UNDEVELOPED CORNERS:
 ALL CORNERS SHOWN ON THIS MAP ARE UNDEVELOPED CORNERS AND ARE NOT TO BE CONSIDERED AS BOUNDARY POINTS.
 3) CORNER DATA AND TOPOGRAPHIC FEATURES PROVIDED BY:
 JOHN HUBBARD'S COMPANY

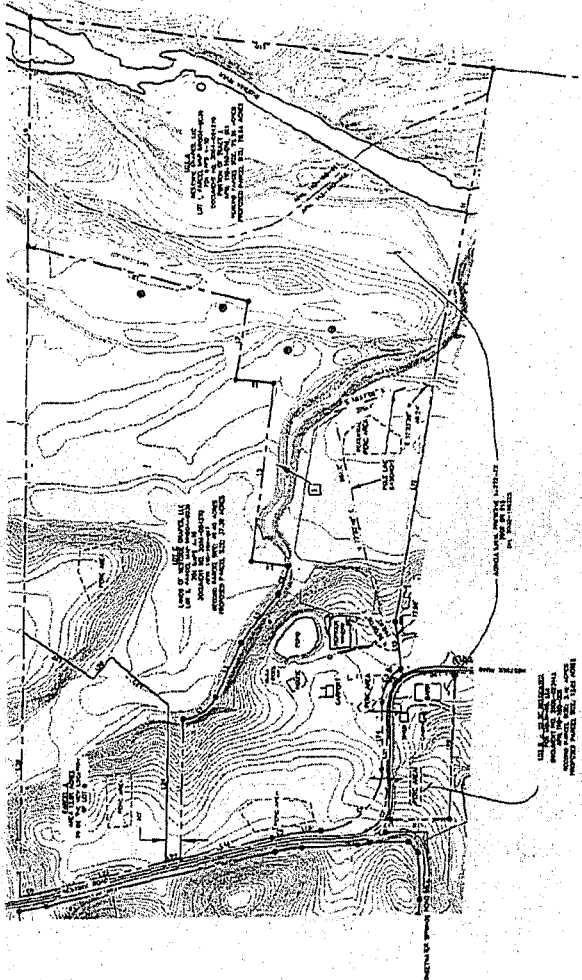
LEGEND:
 --- RECORD BOUNDARY LINE
 --- UNDEVELOPED CORNER LINE
 --- ADJACENT PARCEL LINE
 --- 1/2" WIDE STRIP, 100 FT. WIDE
 --- ADJACENT STRIP



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OWNER INFORMATION:
 JOHN HUBBARD'S COMPANY
 1100 W. 100th St., Suite 100
 Minneapolis, MN 55431
 Phone: (612) 922-1100
 Fax: (612) 922-1101
 Website: www.jhsc.com



PRMD

Activity #LLA12-0055

Parcel Map

COUNTY ASSESSOR'S PARCEL MAP

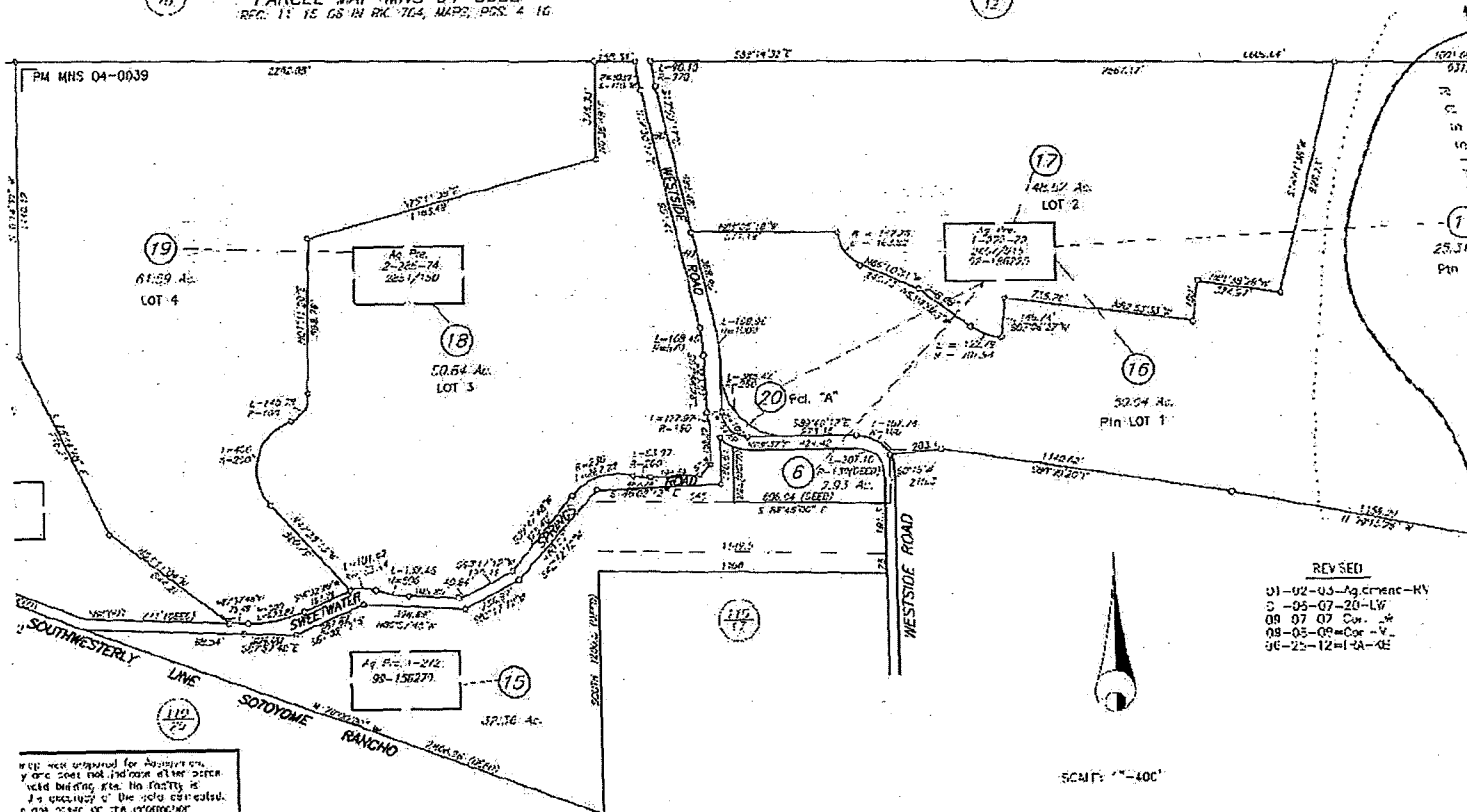
TAX RATE AREA
176-022
179-006

110-16

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11a

PARCEL MAP MNS 04-0039
REF: 11 15 GS IN RC 764, MAPS, PDS. 4 16

110
11b



REVISED
01-02-03-Ag.crmenc-KY
0-05-03-20-LIV
08-07-07-Cor.-V
08-05-09-Cor.-V
06-25-12-1-A-GE

SCALE: 1"=400'

Assessor's Map Bk. 110, Pg. 11
Sonoma County, Calif. vcm
REV 1/1/07 LW

EXHIBIT D

This map was prepared for Assessor's use and does not indicate other areas used building, etc. No liability is assumed by the Assessor for any error or omission in the information on this map. (i.e. recorded survey maps, etc. prior assessment visit, etc.)

Assessor's parcels do not necessarily agree with those shown on the appropriate city or county development or planning division.



PRMD

Activity #LLA12-0055

Conditions of Approval

Staff: Sigrid Swedenborg
Applicant: Westside Grapes LLC
Owner: Westside Grapes LLC and PCR Holding LLC
Address: 6050 Westside Road, Healdsburg

Date: August 20, 2013
File No.: LLA12-0055
APN: 110-160-006, -011, -016, -017

Project Description: Request for a Lot Line Adjustment between three parcels; (four APN's) 75.35, 3.49, and 49.40 acres in size resulting in three parcels; 78.84, 12.01, and 37.39 acres in size with all parcels subject to Williamson Act Contracts.

NOTE: These conditions must be met and the application validated within 24 months (August , 2015) unless a request for an extension of time is received before the expiration date.

NOTE: The Lot Line Adjustment has been determined to be Categorically Exempt from CEQA (California Environmental Quality Act).

NOTE: The parcels are under Williamson Act contracts and therefore the Board of Supervisors must determine that the Lot Line Adjustment meets the findings set forth in Section 51257(a) of the Government Code before the Lot Line Adjustment can be approved.

The following measures must be completed before the deed may be recorded:

PLANNING:

"The conditions below have been satisfied BY _____ DATE _____

1. Submit verification to Planning that taxes and/or assessments, which are a lien and termed as payable, are paid to the Treasurer-Tax Collector's Department on all parcels affected by the adjustment. The Treasurer-Tax Collector knows the amount of the tax due.
2. A draft description, prepared by a Licensed Land Surveyor or Civil Engineer authorized to practice land surveying, showing the combination of lots or transfer of property shall be submitted to the County Surveyor for approval. The following note shall be placed on the deed or deeds. "The purpose of this deed is for a Lot Line Adjustment for the combination of a portion of the Lands of Pcr Holdings LLC as described by deed recorded under Document No. 2005-024143, Sonoma County Records, APN 110-160-006, with the Lands of Westside Grapes LLC as described by deed recorded under Document No. 2004-084370 (Lot 2 of MNS04-0039), Sonoma County Records, APN 110-160-016, and the Land of Westside Grapes LLC as described by deed recorded under Document No. 2004-084370 (Lot 2 of MNS04-0039), APN 110-160-017. This deed is pursuant to LLA12-0055 on file in the office of the Sonoma County Permit and Resource Management Department. It is the express intent of the signatory hereto that the recordation of this deed extinguishes any underlying parcels or portions of parcels." It is the responsibility of the surveyor/engineer preparing the deeds to insure that the information contained within the combination note is correct. Note: The County Surveyor may modify the above described note.
3. After approval by the County Surveyor, a grant deed or deeds shall be prepared and submitted to the Planning Division for approval prior to recording. An approval stamp will be placed on the face of the grant deed or deeds.
4. A site plan map of the Lot Line Adjustment shall be prepared by a Licensed Surveyor or Civil Engineer and attached to the deed(s) to be recorded. The site plan shall be subject to the review

and approval of the County Surveyor. The following note shall be placed on said plan: "THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. Any errors or omissions on this exhibit shall not affect the deed description."

5. After approval of the deed description by the County Surveyor, a grant deed or deeds shall be prepared and submitted to the Permit and Resource Management Department for approval prior to recording.
6. Prior to recording the Lot Line Adjustment grant deed, the applicant shall submit complete applications and appropriate filing fees to rescind and replace the existing, prime (Type I) Williamson Act contracts on Lots B and C with two new, prime (Type I) Williamson Act contracts and rescind and replace the existing, prime (Type I) Williamson Act contract on Lot A with an Open Space contract.
7. The property owners shall execute a Right-to-Farm Declaration on a form provided by PRMD to be submitted before the Lot Line Adjustment is cleared by PRMD for recordation. The Right-to-Farm Declaration shall be recorded concurrently with the PRMD approved Lot Line Adjustment grant deed(s) to reflect the newly configured parcels.
8. 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.



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: August 20, 2013

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Ed Laufer (707) 565-3922

Supervisorial District(s):

All

Title: Annual Federal Equitable Sharing Agreement and Certification with the U.S. Department of Justice and the U.S. Treasury.

Recommended Actions:

Authorize the Chairperson of the Board of Supervisors to execute an annual Federal Equitable Sharing Agreement and Certification with the U.S. Department of Justice and the U.S. Treasury.

Executive Summary:

The action requested of your Board is an annual activity required since 1997. It allows the Sheriff's Office, when working with federal agencies to enforce federal criminal laws, to receive the County's equitable share of federal asset forfeiture proceeds. The U.S. Department of Justice and Treasury requires the Chairperson of the Board of Supervisors to execute an annual Federal Equitable Sharing Agreement and Certification that confirms the proceeds received are allocated as required by federal statutes and regulations established by the U.S. Department of Justice and Treasury. The Agreement sets forth the statutory and regulatory requirements for participating in the program, and the restrictions upon the use of federally forfeited case property, proceeds, and any interest earned. All shared assets are required to be used only for law enforcement purposes. No supplantation is allowed.

These laws and regulations require that:

1. Forfeited funds or property must be kept separate from state or other forfeitures.
2. A federal Equitable Sharing Agreement and Certification be filed annually with both agencies.
3. A record shall be maintained of the funds or property and any expenditures; and
4. Funds exceeding \$100,000 shall be audited annually.

The Sheriff's Office complies with all of the above listed laws and regulations. These funds are audited annually as part of the Single Audit of Federal Funds which is performed through the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office.

The forfeited proceeds received through the Equitable Sharing Agreement vary greatly year to year (from \$0 to several \$100,000), as the receipt of funds are based on the resolution of specific court cases. Equitable shares allocated to a law enforcement agency, such as the Sheriff's Office, must bear a reasonable relationship to the agency's direct participation in the investigation or law enforcement effort resulting in the forfeiture. The U.S.

Department of Justice ordinarily determines equitable shares by comparing the number of work hours expended by each agency participating in the seizure. Where the work hours alone do not reflect the contribution of a law enforcement agency, the U.S. Department of Justice considers qualitative factors in making a sharing allocation. When received, the monies are placed into special asset forfeiture funds.

The Sheriff's Office received \$156,487 in federally forfeited funds during the 2012-2013 Fiscal Year. The undesignated fund balances in the Department of Justice and the Treasury special funds for the fiscal year 2013-2014 will be approximately \$160,000 and \$5,500 respectively. It has been the Sheriff's Office long term practice to use these funds for critical one-time projects, due to the unpredictable nature of revenue receipts. Past examples include the computer aided dispatch – CAD system, and security enhancements for the property\evidence storage annex located at the Sheriff's main office and the purchase of an oceangoing coastal patrol vessel.

The Certification Report included with the Agreement requires signature by the Agency Head (the Sheriff) and the Governing Body Head (the Chair of the Board) to certify under penalty of perjury that the County understands its obligations under the Agreement and that the reported financial information regarding the County's receipt and expenditure of the funds is true and correct. County Counsel has reviewed the language of the Certification, and has recommended that a letter accompany the Certification stating that it is being signed with the understanding that it is a *pro forma* document which does not require either the Sheriff or the Chair of the Board to personally verify the matters being certified.

Prior Board Actions:

Prior Board Items dating back to 1997 through 2012 were prepared for Federal Equitable Sharing Agreements and Annual Certification Reports.

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

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

Action on the Equitable Sharing Agreement has no direct fiscal impact. Asset forfeiture funds generated as a result of the agreement are handled through the counties annual budget processes.

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:			
Equitable Sharing Agreement and Certification and accompanying letter.			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: August 20, 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 2013 Indy Racing League (IRL) races from August 23, 2013 through August 25, 2013.

Recommended Actions:

Authorize the Sheriff to execute the \$66,352 supplemental law enforcement services agreement with Speedway Sonoma, LLC, for the 2013 Indy Racing League (IRL) races from August 23, 2013, through August 25, 2013.

Executive Summary:

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.

Background. The Sonoma County Sheriff's Office has been providing special security services to Speedway Sonoma (formerly Infineon Raceway) for the past twenty years. Speedway Sonoma has contracted with the Sheriff's Office for other large scale racing events in addition to IRL, including NHRA and NASCAR sponsored events. In FY 12-13, the cost of providing supplemental law enforcement services for these three events totaled \$272,783. The services provided in the 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. Services include onsite supplemental law enforcement provided by sergeants, deputies, dispatchers, and community services officers over the three days from Friday, August 23, 2013 through Sunday, August 25, 2013. The cost of these services is estimated at \$66,352. The agreement is substantially the same as the agreement in the previous year in terms of staffing and cost. The services to be provided will in no way interfere with regular law enforcement services provided by the Sheriff's

Office. The costs and corresponding revenue reimbursement are included in the Sheriff's Office FY 2013-14 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 Sonoma Raceway will allow for supplemental law enforcement services to be provided for a large racing event. These services will help to ensure the safety of the event attendees and the surrounding community.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 66,352	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 66,352
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 66,352	Total Sources	\$ 66,352

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



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office, Department of Health Services, Human Services Department

Staff Name and Phone Number:

Connie Newton, 565-8884

Supervisorial District(s):

All

Title: County Medical Services Program for Inmate Hospital Services

Recommended Actions:

1) Adopt a Resolution approving an Agreement with the County Medical Services Program (CMSP) Governing Board which will allow Sonoma County to claim reimbursement for certain inmates who receive eligible inpatient hospital services during July 1, 2013 through December 31, 2013 and authorize the Chair to execute the agreement with CMSP for the above stated services for the period July 1, 2013 through June 30, 2014, for an amount of \$5,000.

Executive Summary:

The Sheriff's Office, the Department of Health Services, and the Human Services Department are requesting the Board take necessary actions to allow the County to participate in a program that allows the County to claim reimbursement for certain inmate inpatient hospital services during the period July 1, 2013 through December 31, 2013. The deadline to participate in this program is August 30, 2013. Counties must submit an executed Certified Public Expenditures (CPE) Agreement and approved resolution by the deadline in order to participate.

The County's County Medical Services Program (CMSP) and Path2Health programs are administered by the CSMP Governing Board, and these programs provide health coverage for low-income, indigent adults in 35, primarily rural, counties. The Governing Board is charged with overall program and fiscal responsibility for these programs. The County would like to claim reimbursement from federal Medicaid (known as Medi-Cal in California) as a result of certain federal flexibilities granted by the federal Centers for Medicare and Medicaid Services (CMS) in its California Bridge to Reform Demonstration. The County may claim reimbursement for up to 50% of the County's eligible costs for inpatient hospital medical services that are provided to County inmates off-site at a local hospital if the inmate is eligible and successfully enrolled in Path2Health. Furthermore, inmates may be eligible for Medi-Cal coverage for these same services under the Affordable Care Act effective January 1, 2014; however, not every inmate will be eligible for Medi-Cal, some inmates may still require CMSP coverage after that date. It is

important that the County continue to participate in both programs in order to provide medical coverage to as many eligible inmates as possible.

Under the proposed agreement, the County is responsible for enrolling eligible inmates and processing their Path2Health applications, assisting the inmates in obtaining necessary medical services, and to track and process claims and payments from/to the hospital(s) and the Governing Board. Staff from the Sheriff's Office, Department of Health Services, and the Human Services Department are working together to develop the processes needed to implement the program.

The Governing Board is responsible to liaison between the County and the state Department of Health Care Services (DHCS) and the federal CMS by forwarding to DHCS the County's executed CPE Agreement (should the Board choose to approve it today), as well as any other related reports, documents or information. The Governing Board will also transfer any received federal Medicaid financial participation (i.e., cost reimbursement) received from the federal government to the County. The Governing Board shall have no responsibility or liability for any County deferred or disallowed cost. The Agreement covers services during the period July 1, 2013 through December 31, 2013. The term of the Agreement ends on June 30, 2014 to allow additional time for processing claims.

In order to participate in the program, the Governing Board requires counties to submit an executed CPE Agreement and Resolution approving the CPE Agreement by August 30, 2013. The CPE Agreement outlines the program's requirements, the responsibilities of both the Governing Board and the County, and the fees associated with participating in the program. The Resolution provides Board authorization and approval of the CPE Agreement and authorizes the Chair to sign the Agreement on behalf of the County.

FUNDING

The Sheriff's Office will fund the \$5,000 fee from its FY 13-14 adopted budget. The Sheriff's budget already includes expenditures for certain inmate hospital inpatient medical services. This proposed Agreement will allow the Sheriff's Office to recoup some of those costs (up to 50% of actual and eligible costs) when the inmate is eligible and enrolled in Path2Health medical coverage. The FY 10-11, FY 11-12, and FY 12-13 historical expenditures for Sheriff's inmate hospital inpatient medical services were \$283,923, \$446,245, and \$237,118, respectively. At this time there is no reliable way to predict the actual reimbursement the County may be eligible for or receive. Any reimbursements received from the Governing Board will be used to offset the Sheriff's inmate inpatient hospital service expenses. There is no additional impact to the County General Fund associated with approval of the Agreement and Resolution.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Participation in the CMSP program increases the cost effectiveness of operating the Sheriff's detention facilities.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 5,000	County General Fund	\$ 5,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 5,000	Total Sources	\$ 5,000

Narrative Explanation of Fiscal Impacts (If Required):

The Agreement's \$5,000 fee will be paid from funds budgeted for inmate hospitalization. These expenses are included in the Sheriff's FY 13-14 adopted budget (\$336,182). Participation in this program allows the County to potentially recoup costs for certain inmate inpatient hospitalization expenses. The amount of actual reimbursement is unknown as it is based on the combination of inmate inpatient hospital services incurred and the eligibility of those inmates.

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 Approving the Agreement Regarding Certified Public Expenditures for County Jail "Patient Inmates" and the Agreement Regarding Certified Public Expenditures for County Jail "Patient Inmates."

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



County of Sonoma

State of California

Date: August 20, 2012

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma,
State of California, Approving the Agreement Regarding Certified Public Expenditures
for County Jail "Patient Inmates" by and between the County Sonoma and
County Medical Services Program Governing Board**

Whereas, the County Medical Services Program ("CMSP") and Path2Health, a low income health program administered by the CMSP Governing Board ("Path2Health"), provide health coverage for low-income, indigent adults in 35, primarily rural, California counties; and

Whereas, County seeks to claim federal Medicaid financial participation funds from the Centers for Medicare and Medicaid ("CMS") as a result of certain federal flexibilities granted by CMS in its California Bridge to Reform Demonstration, 11-W-00193/9, under the 1115 Demonstration Waiver Special Terms and Conditions, amended February 1, 2010 ("Amended STC"); and

Whereas, County has determined that federal Medicaid financial participation funds are available from CMS by claiming federal Medicaid financial participation for County's unreimbursed expenditures for services provided to County jail inmates under the Amended STC and pursuant to Penal Code section 5072 and Welfare and Institutions Code section 14053.7 for Low Income Health Program (LIHP) participation; **and**

Whereas, County and CMSP Governing Board ("Governing Board") acknowledge that County jail inmates are considered incarcerated and therefore are not eligible for Path2Health. At the same time, County and Governing Board acknowledge that certain jail inmates may be eligible under Path2Health for coverage of qualifying inpatient hospital services during such inmate's incarceration when inpatient hospital services have been provided by a community hospital that is off the grounds of the County jail facility; and

Whereas, County and Governing Board seek to enter into the Agreement Regarding Certified Public Expenditures for County Jail "Patient Inmates" ("CPE Agreement") for the Governing Board to assist County to obtain federal Medicaid funding for County's unreimbursed expenditures for inpatient hospital services provided to County jail inmates that are determined eligible for coverage of qualifying inpatient hospital

Resolution #

Date:

Page 2

services under Path2Health; provided, however, that CPE Agreement applies only to County's unreimbursed expenditures for services provided to such County jail inmates commencing July 1, 2013, and ending December 31, 2013; and

WHEREAS, County and Governing Board agree that a separate process for enrollment of jail inmates in Path2Health for coverage of qualifying inpatient hospital services will be established under the terms of the CPE Agreement.

WHEREAS, the Governing Board seeks to assist County but requires County's assurances and agreement that none of the Governing Board, its members, officers, employees, agents or any county that has elected to participate in CMSP and Path2Health pursuant to California Welfare and Institutions Code Section 16809, et seq. (a "CMSP County"), exclusive of County, shall have any expense or liability as a result of or arising from the CPE Agreement; and

WHEREAS, County acknowledges and agrees that none of the Governing Board, its members, officers, employees, agents or any CMSP County (exclusive of County) shall have any expense or liability as a result of or arising from the CPE Agreement; and

WHEREAS, County and the Governing Board acknowledge that the Governing Board would not have entered into the CPE Agreement without receiving the promises and obligations of County pursuant to the terms of this Agreement.

Be It Further Resolved that the County of Sonoma Board of Supervisors hereby resolves that:

1. The CPE Agreement attached hereto as Exhibit 1 and incorporated herein is hereby authorized and approved.
2. David Rabbitt, Chair of the Sonoma County Board of Supervisors, is hereby duly authorized and directed to sign the Contract on behalf of County.
3. David Rabbitt, Chair of the Sonoma County Board of Supervisors, is further duly authorized to take all action necessary by County to enter into the Contract on behalf of County.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

AGREEMENT REGARDING CERTIFIED PUBLIC EXPENDITURES

between

**COUNTY MEDICAL SERVICES PROGRAM
GOVERNING BOARD**

and

SONOMA COUNTY

Effective July 1, 2013

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AGREEMENT REGARDING CERTIFIED PUBLIC EXPENDITURES

This Agreement Regarding Certified Public Expenditures (“Agreement”) is by and between the County Medical Services Program Governing Board (the “Governing Board”) and Sonoma County (“County”), and is effective as of July 1, 2013.

Recitals

A. The County Medical Services Program (“CMSP”) and Path2Health, a low income health program administered by the Governing Board (“Path2Health”), provide health coverage for low-income, indigent adults in 35, primarily rural, California counties. The Governing Board is charged with overall program and fiscal responsibility for these programs.

B. County seeks to claim federal Medicaid financial participation funds from the Centers for Medicare and Medicaid (“CMS”) as a result of certain federal flexibilities granted by CMS in its California Bridge to Reform Demonstration, 11-W-00193/9, under the 1115 Demonstration Waiver Special Terms and Conditions, amended February 1, 2010 (“Amended STC”).

C. County has determined that federal Medicaid financial participation funds are available from CMS by claiming federal Medicaid financial participation for County’s unreimbursed expenditures for services provided to County jail inmates under the Amended STC and pursuant to Penal Code section 5072 and Welfare and Institutions Code section 14053.7 for Low Income Health Program (“LIHP”) participation.

D. County and Governing Board acknowledge that County jail inmates are considered incarcerated and therefore are not eligible for Path2Health. At the same time, County and Governing Board acknowledge that certain jail inmates may be eligible under Path2Health for coverage of qualifying inpatient hospital services during such inmate’s incarceration when inpatient hospital services have been provided by a community hospital that is off the grounds of the County jail facility.

E. County and Governing Board agree that a separate process for enrollment of jail inmates in Path2Health for coverage of qualifying inpatient hospital services shall be established in accordance with the terms of this Agreement.

F. County has requested that the Governing Board assist County to obtain federal Medicaid funding for County’s unreimbursed expenditures for inpatient hospital services provided to County jail inmates that are determined eligible for coverage of qualifying inpatient hospital services under Path2Health commencing July 1, 2013, and ending December 31, 2013.

G. The Governing Board desires to assist County to obtain federal Medicaid funding for County’s unreimbursed expenditures for inpatient hospital services provided to County jail

inmates that are determined eligible for coverage of qualifying inpatient hospital services under Path2Health; provided, however, that this Agreement applies only to County's unreimbursed expenditures for services provided to such County jail inmates commencing July 1, 2013, and ending December 31, 2013.

H. The Governing Board seeks to assist County but requires County's assurances and agreement that none of the Governing Board, its members, officers, employees, agents or any county that has elected to participate in CMSP and Path2Health pursuant to California Welfare and Institutions Code Section 16809, et seq. (a "CMSP County"), exclusive of County, shall have any expense or liability as a result of or arising from this Agreement.

I. County acknowledges and agrees that none of the Governing Board, its members, officers, employees, agents or any CMSP County (exclusive of County) shall have any expense or liability as a result of or arising from this Agreement.

J. County and the Governing Board acknowledge that the Governing Board would not have entered into this Agreement without receiving the promises and obligations of County pursuant to the terms of this Agreement.

The Governing Board and the County agree as follows:

ARTICLE 1. DEFINITIONS.

1.01. Governing Board. "Governing Board" means the board established pursuant to Code Section 16809, et seq., which is charged with overall program and fiscal responsibility for CMSP and Path2Health, or the Governing Board's authorized representative.

1.02. Code. "Code" means California Welfare and Institutions Code.

1.03. CPE. "CPE" means certified public expenditures for purposes of claiming federal Medicaid financial participation for County's unreimbursed services provided to Patient Inmates commencing July 1, 2013, and ending December 31, 2013, to obtain federal Medicaid funding for qualifying inpatient hospital services under Path2Health.

1.04. CMSP County. "CMSP County" means any county that has elected to participate in CMSP and Path2Health pursuant to Code Section 16809, et seq.

1.05. DHCS. "DHCS" means the State of California Department of Health Care Services.

1.06. Patient Inmate. "Patient Inmate" means any County jail inmate County represents to the Governing Board or its agent as eligible for coverage of qualifying inpatient hospital services under Path2Health.

1.07. Path2Health. "Path2Health" means the low income health program administered by the Governing Board.

ARTICLE 2. RESPONSIBILITIES OF THE GOVERNING BOARD.

2.01. Responsibility for CMSP and Path2Health Operation. The Governing Board shall have all the powers and duties set forth in Code Section 16809.4, and is responsible for the administration of CMSP and Path2Health in accordance with Code Section 16809, et seq., and the regulations promulgated by the Governing Board thereunder (“Governing Board Regulations”). The Governing Board’s entry into this Agreement shall not alter the Governing Board’s ultimate authority and responsibility for the operation of CMSP and Path2Health.

2.02. CPE. The Governing Board will forward to DHCS a certification of CPE by County on a form that meets federal requirements as set forth by DHCS. The Governing Board will solely rely on County’s advice and determination as to what constitutes County’s unreimbursed expenditures for Patient Inmates and the amount of CPE to be submitted, and the Governing Board shall have no liability as a result of or arising from such determination by County.

2.03. Reports and Documentation. The Governing Board will provide such reports, documentation and information regarding the CPE claimed under this Agreement as reasonably requested by DHCS or CMS.

2.04. Transfer of Federal Medicaid Financial Participation. The Governing Board shall transfer to County the federal Medicaid financial participation received from the federal government for the CPE as provided in **Section 3.04**.

2.05. Assistance Regarding CPE Only. Nothing in this Agreement shall obligate the Governing Board, nor shall the Governing Board be obligated in any way, to forward to DHCS (or any other person or government entity) certification of public expenditures other than the CPE for purposes of claiming federal Medicaid financial participation for expenditures for services provided to Patient Inmates to obtain federal Medicaid funding as provided in this Agreement.

2.06. Eligibility Determination. The Governing Board or its agent may solely and conclusively rely on any eligibility information provided to the Governing Board or its agent by County or any representation by County with regard to any Patient Inmate’s eligibility for Path2Health for qualifying inpatient hospital services. County agrees that the Governing Board may solely and conclusively rely on such information in performance of its obligations pursuant to this Agreement.

2.07. No Additional Responsibility. Nothing in this Agreement or otherwise shall obligate the Governing Board, nor shall the Governing Board be obligated in any way, to provide any other service or responsibility with regard to CPE except as provided in this Agreement. Further, and specifically, the Governing Board shall have no responsibility or obligation to account for or reconcile County’s costs or any other amount with any amount claimed as CPE

under this Agreement or otherwise, or to assist County or any party with such accounting or reconciliation.

ARTICLE 3. RESPONSIBILITIES OF COUNTY.

3.01. Path2Health Enrollment for Qualifying County Jail Inmates. County shall conduct eligibility determination and enrollment of qualifying County jail inmates into Path2Health pursuant to the Governing Board's eligibility rules and as set forth in the Governing Board's Eligibility Manual and its All County Letters (ACL) and, specifically, the processes described in **Exhibit 3.01**.

3.02. Designation and Certification of CPE. County shall determine its unreimbursed expenditures for inpatient hospital services that will be claimed as CPE under Path2Health and advise the Governing Board accordingly. In accordance with DHCS rules, County shall be solely responsible for such determination, and County shall assume any and all liability as a result of or arising from such determination and any resulting CPE claim for reimbursement. Further, County shall provide the Governing Board with written certification of all CPE in form and substance as determined by the Governing Board. Such certifications shall include the representation that the expenditures are qualifying Path2Health expenditures and any associated CPE claim is true, correct and complete, and is in compliance with DHCS rules. Such certifications shall be executed by County's authorized representative, which may be any of the following: County's Chief Administrative Officer, the Director of County's Health and Human Services Agency, or the Director of County's Health Department.

3.03. Support. County shall provide the Governing Board with the form for submission of certification of CPE no less than ninety (90) days prior to the date County seeks to have the Governing Board submit such completed form. Such form for submission of certification of CPE shall be in a the form designated by the Governing Board.

3.04. Claim of Federal Medicaid Financial Participation Funds. County understands and agrees that DHCS shall claim federal Medicaid financial participation funds from CMS under the Amended STC for the CPE for County's unreimbursed expenditures for Patient Inmates as determined by County. County may ultimately receive and then retain the federal Medicaid financial participation received from the federal government for such CPE subject to the terms of this Agreement. Further, and specifically, County shall be solely responsible to account for or reconcile County's costs or any other amount with any amount claimed as CPE under this Agreement or otherwise, and shall not seek assistance from the Governing Board with such accounting or reconciliation.

3.05. No Governing Board Liability or Expense. The parties specifically intend that none of the Governing Board, its members, officers, employees or agents, or the CMSP Counties

(exclusive of County) shall suffer any loss, damage or liability whatsoever that is directly or indirectly related to this Agreement or any related agreement. County acknowledges and agrees that County shall take such action as necessary to prevent any such loss, damage or liability. In addition, County shall be solely responsible for any federal disallowance or deferral based on County's claiming of CPE pursuant to the terms of this Agreement or accounting or reconciliation regarding any amount claimed as CPE pursuant to the terms of this Agreement, and the Governing Board, or any of its members, officers, employees or agents, or the CMSP Counties (exclusive of County), shall have no liability for any such disallowance or deferral. Further, County shall not seek to hold the Governing Board, or any of its members, officers, employees or agents, or the CMSP Counties (exclusive of County) accountable in any way or seek payment for such disallowance or deferral or such accounting or reconciliation.

3.06. Indemnity. County shall, to the maximum extent permitted by law, indemnify, defend and save and hold harmless the Governing Board, its members, officers, employees and agents, and the CMSP Counties (exclusive of County), and each of them, from and against any and all damages, claims, actions, costs, losses, expenses and other liabilities (including interest, penalties, court costs, costs of preparation and investigation and attorneys', accountants' and other professional advisors' fees and expenses) incurred or suffered by the Governing Board, its members, officers, employees and agents, and the CMSP Counties (exclusive of County), and each of them, directly or indirectly, as a result of or arising from (a) any non-fulfillment of any covenant, agreement or other obligation of County as set forth in this Agreement or any breach of this Agreement by County, or (b) performance of this Agreement, except for the intentional or willful misconduct of the Governing Board, its members, officers, employees and agents, or (c) any inaccuracy of any representation or warranty by County set forth in this Agreement or in any certification made by County pursuant to this Agreement; or (d) any inaccuracy of eligibility or enrollment of Patient Inmates for Path2Health. The Governing Board shall promptly notify County of any such claim, action, loss, damage or liability. The Governing Board shall give County a reasonable opportunity to defend at its own expense and with its legal counsel; provided, however, the Governing Board reserves the right to fully participate in its own defense at County's expense.

3.07. Payment for Governing Board's Administrative Costs. By March 15, 2014, County shall pay the Governing Board five thousand dollars (\$5,000) to compensate the Governing Board for its administrative costs and expenses associated with the Governing Board's performance of its obligations under this Agreement. This payment shall be due regardless of when this Agreement is terminated and shall not be prorated. The Governing Board shall submit an invoice to County forty-five (45) days prior to the date such payment is

due. County shall pay such amount specified in the invoice within thirty (30) days of the receipt of invoice but in no event later than the date such payment is due as noted herein.

Further, County shall pay such amounts to the Governing Board separately from any release by Governing Board of federal funds attributable to the claimed CPE to County under this Agreement. Such payments by County to the Governing Board shall be separate and distinct from any amounts to be received by County attributable to the claimed CPE under this Agreement.

3.08. County Representations and Warranties. County represents and warrants the following:

A. Authorization. County has the requisite power to execute and deliver this Agreement and to consummate the transactions and perform its obligations contemplated by this Agreement. The execution, delivery and performance of this Agreement by County and the consummation of the transactions contemplated therein have been duly authorized by all necessary action. The person signing this Agreement is duly authorized and has authority to sign on behalf of County and is authorized and designated to enter into this Agreement on behalf of County.

B. Enforceability. This Agreement is a legally valid and binding agreement of County, enforceable against County in accordance with its respective terms (except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights generally or by the application of equitable principles). No other proceeding on County's part is necessary to authorize this Agreement and the consummation of the transactions contemplated therein and by this Agreement.

C. Noncontravention. The execution and delivery of this Agreement by a party and the consummation of the transactions contemplated therein and by this Agreement do not and will not conflict with, violate or result in a breach of any law, ordinance, regulation, decree, or order of any court or governmental entity applicable to a party.

D. Consents. No authorization, consent, order, or approval of, or filing or qualification with, any court, regulatory authority, or other governmental body is necessary for the consummation by County of the transactions contemplated by this Agreement.

3.09. Governing Board Representations and Warranties. The Governing Board represents and warrants the following:

A. Authorization. The Governing Board has the requisite power to execute and deliver this Agreement and to consummate the transactions and perform its obligations contemplated by this Agreement. The execution, delivery and performance of this Agreement by the Governing Board and the consummation of the transactions contemplated therein have been duly authorized by all necessary action. The person signing this Agreement is duly authorized

and has authority to sign on behalf of the Governing Board and is authorized and designated to enter into this Agreement on behalf of the Governing Board.

B. Enforceability. This Agreement is a legally valid and binding agreement of the Governing Board, enforceable against the Governing Board in accordance with its respective terms (except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights generally or by the application of equitable principles). No other proceeding on the Governing Board's part is necessary to authorize this Agreement and the consummation of the transactions contemplated therein and by this Agreement.

ARTICLE 4. ADDITIONAL REQUIREMENTS AND OBLIGATIONS.

4.01. Compliance with Law. The parties shall comply with all applicable laws, statutes, rules and regulations, including but not limited to Code Section 16809 et seq. and the Governing Board Regulations.

4.02. Disallowance or Deferral.

A. Inapplicability of Code Section 14166.24(d)(1). Code Section 14166.24(d)(1) sets forth a process addressing disallowance or deferral from the federal government related to the certified public expenditures or intergovernmental transfers of any governmental entity participating in the demonstration project. The parties acknowledge and agree that Code Section 14166.24(d)(1) is inapplicable to the terms of this Agreement and shall not apply as County ultimately received and then may retain the federal Medicaid financial participation received from the federal government for the CPE as provided in Section 3.04 and that the Governing Board receives no such federal Medicaid financial participation under this Agreement. The parties understand and agree that this Agreement, and not Code Section 14166.24(d)(1), sets forth the understanding of the parties. As provided in Section 3.05, County shall be solely responsible for any disallowance or deferral from the federal government related to the CPE or accounting or reconciliation regarding any amount claimed as CPE, and that none of the Governing Board, or any of its members, officers, employees and agents, or the CMSP Counties, shall have responsibility for any disallowance or deferral from the federal government related to the CPE or any accounting or reconciliation regarding any amount claimed as CPE.

B. Governing Board Assistance With Response or Appeal. The Governing Board may assist County with any response or appeal of a notice of disallowance or deferral from the federal government related to the CPE; provided, however, that County reasonably compensate the Governing Board for such assistance.

ARTICLE 5. TERM AND TERMINATION.

5.01. Term. The term of this Agreement shall be from July 1, 2013, through June 30, 2014.

5.02. Termination. This Agreement may be terminated in writing:

A. By mutual consent of the parties in writing, with the effective date of termination specified in the written notice; or

B. By the Governing Board without cause upon sixty (60) days' prior written notice of the date of intended termination as specified in the written notice.

5.03. Upon Expiration or Termination. The parties agree that, should this Agreement expire or be terminated, the following shall occur:

A. County shall, within thirty (30) days of expiration or termination, pay the Governing Board for all amounts due and owing under the terms of this Agreement;

B. The provisions of Section 2.02 concerning the Governing Board's obligation to forward to DHCS the certification by County of CPE shall terminate;

C. The provisions of Section 3.04 concerning County's authority to claim federal Medicaid financial participation funds for County's unreimbursed expenditures for Patient Inmates under the Amended STC for such CPE claiming shall terminate; and

D. Except as specifically provided in Sections 5.03B and 5.03C, all other provisions of this Agreement, including but not limited to the provisions of Sections 3.01, 3.02, 3.03, 3.05, 3.06, 3.07 and 4.02 concerning County's obligations to the Governing Board shall survive expiration or termination of this Agreement and shall remain in full force and effect for a period of the later of the expiration of any applicable statute of limitations or ten (10) years.

ARTICLE 6. MISCELLANEOUS.

6.01. Recitals and Headings. The Recitals are incorporated herein by this reference. Each party represents and warrants to the other that it has no knowledge or notice of any facts or circumstances indicating that any of the Recitals is false, incomplete or misleading. The subject headings of the sections of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

6.02. Severability. Should any provisions of this Agreement be declared or found to be illegal, unenforceable, ineffective, or void (by any federal or state courts in a final order or judgment that has not been appealed, or in a final determination by an appellate court), then each party shall be relieved of any obligation arising in that provision; the balance of this Agreement, if capable of performance, shall remain in full force and effect.

6.03. Notices. Any notices required or permitted to be given hereunder by either party to the other may be given by personal delivery in writing or by depositing such notice in the

United States mail (or other comparably reliable postage delivery service, such as Federal Express), postage prepaid. Notices shall be addressed to the parties at the below addresses, but each party may change such party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of the time of actual receipt; mailed notices communicated as of three (3) days after mailing.

Governing Board: County Medical Services Program Governing Board
Attn: Kari Brownstein, Director of Finance and
Administration
1451 River Park Drive, Suite 222
Sacramento, CA 95815
Phone: (916) 649-2631
Fax: (916) 649-2606

Copy to: Cathy Deubel Salenko, Esq.
Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Phone: (916) 325-4000
Fax: (916) 325-4010

County: Sonoma County
Attn: Connie Newton
Sonoma County Sheriff's Office
2777 Ventura Avenue
Santa Rosa, CA 95403
Phone: (707) 565-8884
Fax: (707) 565-1442

6.04. Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein and contains all of the covenants and agreements between the parties with respect to the rendering of services within the scope of this Agreement.

6.05. Amendment. All amendments must be agreed to in writing by the Governing Board and County.

6.06. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California. The Superior Court for the County of Sacramento, California, shall have exclusive jurisdiction over any judicial proceedings relating to any dispute arising out of the interpretation, performance or breach of this Agreement.

6.07. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective legal representatives and assigns. Notwithstanding the foregoing, neither party may assign any rights or delegate any duties hereunder without receiving the prior written consent of the other party.

6.08. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any Path2Health or Medi-Cal beneficiary, any Patient Inmate or any County jail inmate.

6.09. Good Faith. Each of the parties agrees that it shall use its best efforts in good faith to consummate the transactions contemplated by this Agreement. The parties agree to act at all times in good faith, to deal fairly with the other party, and not to take any action which will deprive the other party of the benefits of this Agreement.

6.10. Dispute Resolution. The parties shall follow the procedures set forth in **Exhibit 6.10** with regard to resolving disputes under this Agreement. The respective obligations of the parties set forth in this Section 6.10 shall survive the expiration or termination of this Agreement.

6.11. Fees and Costs. County shall pay for all of the Governing Board's attorneys' fees, costs, and expenses of experts incurred for any reason directly or indirectly as a result of or arising from any legal action concerning this Agreement, including but not limited to good faith prosecution or defense of any action or proceeding commenced under the dispute resolution procedures of this Agreement, in court or otherwise with regard to this Agreement.

6.12. Cooperation. The parties shall fully cooperate as reasonable and necessary to enable effective performance of this Agreement. In furtherance of this objective, each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

6.13. Waiver. In order to be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by

the giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

Dated effective as of July 1, 2013.

COUNTY MEDICAL SERVICES
PROGRAM GOVERNING BOARD

SONOMA COUNTY

By: _____
Elliott Smart
Chair

By: _____
David Rabbitt
Chair, Board of Supervisors

EXHIBIT 3.01

PATH2HEALTH ENROLLMENT FOR QUALIFYING CMSP COUNTY "PATIENT INMATES"

The intent of the approach outlined herein is to assure CMSP County Patient Inmate eligibility for Path2Health is completed and fully documented; that inpatient hospital claims are associated only with dates of service that are within the time period that Patient Inmates are enrolled in Path2Health; and that total claims for each Patient Inmate are documented by the CMSP County and support the CMSP County's quarterly invoice to the Governing Board.

General Requirements

Path2Health eligibility for CMSP Counties is conducted through the C-IV and CalWIN automated welfare systems. In general, CMSP County jail inmates are considered incarcerated and are not eligible for Path2Health. However, CMSP County jail inmates may be eligible under Path2Health for coverage of qualifying inpatient hospital services during such inmate's incarceration when inpatient hospital services have been provided by a community hospital that is off the grounds of the CMSP County jail facility. Such inmates, who may be referred to herein as "Patient Inmates," must be enrolled in Path2Health for this coverage under a separate process outside of the C-IV and CalWIN systems.

CMSP Counties participating in this Agreement shall establish a paper enrollment document process for enrollment of qualifying CMSP County jail inmates into Path2Health as Patient Inmates for coverage of inpatient hospital services. This process shall meet minimum requirements specified by the Governing Board. This process shall be administered and maintained outside of the C-IV and CalWIN welfare eligibility systems. However, CMSP Counties shall input data from the paper enrollment document into the C-IV or CalWIN system for electronic documentation of enrollment, as further provided herein.

- CMSP Counties shall be responsible for inputting data from the paper enrollment document into the C-IV or CalWIN system used by the CMSP County; such inputting shall be completed by a CMSP County's Welfare Department; and,
- Following input into the C-IV or CalWIN system, the County Welfare Department shall assign the applicable MEDS aid code for the CMSP County Patient Inmate to be documented as enrolled in Path2Health. This aid code is F6. Only this MEDS aid code shall be used by the County Welfare Department for enrollment of a CMSP County Patient Inmate in Path2Health.

Paper Enrollment Document Process

CMSP County staff designated by the CMSP County shall promptly complete the paper enrollment document. These County staff may do so with any of the following offices: sheriff/jail, health department or welfare department. In all instances, the completed paper enrollment document shall be forwarded to that CMSP County Welfare Department for data input into the C-IV or CalWIN system. A copy of the paper enrollment document shall also be

maintained by the designated CMSP County staff in hard copy, electronic copy, and on a log of all CMSP County Patient Inmates.

The paper enrollment document process may only be initiated for a CMSP County Patient Inmate that is receiving or has received qualifying inpatient hospital services from a community hospital that is off the grounds of the CMSP County jail facility. The treating community hospital may initiate the enrollment process, in coordination with designated CMSP County staff (sheriff/jail staff, health, or welfare) or notify the designated CMSP County staff of the inpatient admission and defer to the CMSP County staff responsibility for enrollment.

The enrollment process shall follow the set of steps outlined below:

1. The treating community hospital initiates a SAWS 1 application and transmits this application to CMSP County staff designated to process Patient Inmate enrollment. Receipt of the SAWS 1 shall be used to establish the beginning date of aid for the enrollee. It shall also serve as the community hospital's notice to the CMSP County of the jail inmate's inpatient hospital treatment.
 - a. Alternatively, the community hospital or the CMSP County department responsible for the Patient Inmate may notify designated CMSP County staff of the inpatient admission of the jail inmate and the designated CMSP County staff may conduct a site visit at the hospital to initiate the paper enrollment process for the Patient Inmate.
2. Upon receipt of the paper enrollment document, designated CMSP County staff shall finalize and complete the enrollment document. In accordance with existing Path2Health eligibility rules as set forth in the Governing Board's Eligibility Manual and All County Letters (ACL), designated CMSP County staff shall assure that the application is fully executed by the applicant or the applicant's qualifying representative and includes all necessary signatures.
3. Designated County staff shall forward the completed paper enrollment document to the CMSP County Welfare Department, which shall be responsible for inputting the enrollment data into the C-IV or CalWIN system and for establishing a MEDS aid code for the CMSP County Patient Inmate enrollment in Path2Health.
4. The CMSP County department responsible for payment of inpatient hospital claims for the CMSP County Patient Inmate (CMSP County sheriff/jail, health department, etc.) shall make payment for qualifying inpatient hospital services under its existing payment mechanisms.
5. The CMSP County department responsible for payment of qualifying inpatient hospital services referenced in paragraph 4, above, shall provide quarterly documentation of such expenditures to the Governing Board in a manner and form determined by the Governing Board. The CMSP County department shall also provide documentation of the CMSP County Patient Inmate's enrollment in Path2Health for coverage of qualifying inpatient hospital services in accordance with Section 3.01.

EXHIBIT 6.10

DISPUTE RESOLUTION AND BINDING ARBITRATION PROCESS

1. Overall Scope. The provisions for mediation and binding arbitration set forth in this Schedule shall apply to all disputes arising under or relating to the Agreement. All binding arbitrations between the parties shall be resolved in accordance with the rules set forth in this Schedule, and where they do not conflict, the JAMS Rules. The parties acknowledge and agree that some of these disputes may be more efficiently and economically resolved through streamlined arbitration.

2. Identifying Disputes. Each party shall use its best efforts to promptly identify and consolidate all related disputes. Unrelated disputes shall not be consolidated except by mutual agreement of the parties. If the parties are unable to agree regarding what constitutes a related or unrelated dispute, either party may file an application with JAMS seeking resolution of that issue.

3. Meet and Confer. The parties agree to meet and confer within thirty (30) days of written request by either party in an effort to settle any dispute arising under this Agreement. At each meet and confer meeting, each party shall be represented by persons with authority to settle the dispute. Meet and Confer discussions and negotiations shall be treated as compromise and settlement negotiations and shall not be admitted in evidence in any dispute resolution proceeding between the parties.

4. Agreement to Arbitrate. If they cannot resolve their disputes through the meet and confer process, the parties shall submit the disputes to binding arbitration in lieu of litigation in any court. The construction of this Schedule, and the validity and enforceability of all arbitrations conducted pursuant to this Schedule shall be governed by the laws of the State of California.

5. Initiate Arbitration. Either party may initiate arbitration by serving on the other party an arbitration demand setting forth separately a brief statement of each dispute and, if applicable, an approximation of the amount of money believed to be at issue and how that amount was calculated (“Arbitration Notice”). If the dispute is one which a party reasonably believes is eligible for bifurcation as described in Section 7.D, that party may so indicate.

6. Administration of Arbitration. The binding arbitration shall be administered by JAMS in accordance with this Schedule and the JAMS rules applicable to commercial arbitrations, except that this Schedule shall control in instances the JAMS rules conflict.

7. Arbitration Process.

A. Joinder of Interested Parties. The parties agree that any and all proper parties may be joined in the arbitration, but the parties agree to proceed with arbitration of all disputes between them even if other parties refuse to participate. The parties specifically waive any objection to arbitration based on the refusal of any other party to be joined.

B. Choosing Arbitrators. The parties prefer that their disputes where the amount in controversy is less than three million dollars (\$3,000,000) be resolved by a single arbitrator, and that disputes where the amount in controversy equals or exceeds this amount be resolved by a panel of three arbitrators (“Arbitrators”), unless the parties mutually agree to a more streamlined procedure. The Arbitrator(s) shall be knowledgeable in and familiar with disputes involving publicly funded health care programs and county agencies. JAMS shall submit a proposed panel of retired judges of the California (Superior Court or above) or United States court sitting in California. Alternatively, the parties may prefer that the Arbitrator(s) have other expertise that may be more appropriate in a given dispute. If the parties are unable to agree on the Arbitrator(s) within thirty (30) days of the date JAMS accepts the arbitration, the Arbitrators shall be selected according to JAMS procedures.

C. Classifying Disputes. The parties shall in good faith attempt to agree on how to define and value each dispute. If the parties have not agreed on whether the arbitration involves an aggregate amount in controversy of three million dollars (\$3,000,000) or more, a single Arbitrator shall be appointed in accordance with section B above. The single neutral Arbitrator shall determine the amount in controversy, after hearing from the parties and receiving such briefs and documents as may be required to make this determination. The neutral Arbitrator shall communicate his or her determination to JAMS and the parties, and, if the amount in controversy equals or exceeds three million dollars (\$3,000,000), JAMS shall proceed with the selection of two additional arbitrators in accordance with section B above. The Arbitrator shall have sole and final discretion in interpreting this Schedule, and to determine how to value disputes for purposes of determining the amount in controversy, what constitutes a separate dispute or an unrelated dispute and the timing and manner of the arbitration of each related dispute.

D. Early Pre-Hearing Conference. The parties acknowledge and agree that it is their intent to limit the time, disruption and expense involved in resolving these disputes. Therefore, as soon as possible after the Arbitrators are chosen, they shall schedule an early pre-hearing conference (the “Pre-Hearing Conference”) to determine whether the arbitration should be conducted in a bifurcated manner so that legal issues of contract interpretation or liability can be determined before the parties are required to present proof regarding the actual damages or amounts owed by one party to the other. At the Pre-Hearing Conference, the Arbitrators shall also address procedural matters, confidentiality issues (see Section 7.E, below), arrange for the timing of exchange of discovery information and in general attempt to focus the issues and streamline the proceedings to the extent possible. In making all such decisions, the Arbitrators should be guided by, and endeavor to support, the parties’ agreement and goal to engage in as streamlined an approach to arbitration as is possible given the nature and extent of the dispute(s).

E. Confidentiality of Discovery Material.

(1) Intent. The parties recognize and agree that theirs is an ongoing business relationship and that this fact creates unusually sensitive issues with respect to the exchange of information related to their dispute. The parties agree that it is not their intent to use the discovery process described in this Schedule to obtain the other party’s highly confidential and proprietary business information, except to the extent that such information is material to the presentation of a party’s case or defense.

(2) Protective Orders. The parties agree, therefore, to enter into such protective orders as are, or may become, necessary to assure that neither party obtains access to proprietary business information that, in the judgment of the disclosing party, would adversely affect the disclosing party's legitimate business interests. Where appropriate, those protective orders shall include creating a category of discovery documents for "Attorney's Eyes Only," which may only be disclosed to counsel who agrees not to participate in, or provide any information to those involved in, the business negotiations or transactions between the parties.

(3) Use Only For Arbitration. All discovery information including information for Attorney's Eyes Only, shall be used solely and exclusively for arbitration of the disputes. At the conclusion of the arbitration, each party shall return or destroy all "Attorneys' Eyes Only" documents obtained from the other party during the course of the arbitration, and shall provide to the other Party an authorized representative's attestation indicating that all such information has been returned or destroyed.

F. Discovery. The parties shall be allowed the following limited discovery: For each separate arbitration that both parties agree involves less than \$500,000, each party shall be entitled to receive only directly relevant documents and take two fact witness depositions. If an arbitration involves more than \$500,000, the parties shall exchange only directly relevant documents and be allowed to take four (4) fact witness depositions. Fact witness depositions shall be conducted in one day, absent extraordinary circumstances. In any case, each party shall be entitled to take the depositions of all of the opposing party's experts. Any further discovery shall only be allowed by order of the Arbitrator(s) upon a showing of good cause. All disputes concerning the scope of allowable discovery shall be resolved in the sole discretion of the Arbitrator(s). All discovery shall be completed sixty (60) days prior to the arbitration hearing.

G. Voluntary Disclosure of Information. Thirty (30) days prior to the scheduled first day of the arbitration, each party shall serve upon the other party the documents it intends to rely upon or present at arbitration and a reasonably detailed statement of the expected testimony of witnesses, including expert witnesses (but not adverse witnesses). Within ten (10) days of the receipt of such documents from the other side, the receiving party may provide additional documents or additional statements of the expected testimony of witnesses, including experts. This schedule may be modified by the parties or the Arbitrator(s) as necessary to allow for an expeditious and orderly process.

H. Arbitration Hearing. It is the parties' goal that any arbitration involving less than \$500,000 in controversy will be completed in not more than three (3) full days; provided, however, that the Arbitrator shall have discretion to extend this time if necessary for a fair hearing of the dispute. An arbitration involving \$500,000 or more shall be conducted within such time as the Arbitrator(s) allow, but it is the intention of the parties that the hearing be as streamlined as possible. The Arbitrator(s) may require, and the parties shall provide, briefing of legal issues or presentation of additional evidence. Copies of documents may be admitted in evidence as originals, absent a showing by an objecting party that the copy is unlike the original in some substantive way.

I. Arbitrators' Final Decision. The Arbitrator(s) shall have the power to grant all legal and equitable remedies, including but not limited to, injunctions, specific

performance, reformation, cancellation, accounting and compensatory damages; provided, however, that the Arbitrators shall not be empowered to award punitive damages, penalties, forfeitures or attorney's fees. The Arbitrator(s) shall issue a written reasoned decision setting forth the parties' contentions, findings of fact and conclusions of law applying California and applicable federal law (the "Decision") within thirty (30) days of the conclusion of the arbitration hearing. For disputes of \$500,000 or more, the Arbitrator(s) shall issue a tentative Decision within such thirty (30)-day period and the parties may each file a response of not more than ten (10) pages to the tentative Decision within ten (10) days of the date it is issued. At the request of either party, the Arbitrator(s) shall conduct a hearing on the tentative Decision lasting not longer than one half day, which shall be held within thirty (30) days of the date of the tentative Decision or the earliest possible date thereafter that is mutually agreed to by the parties and the Arbitrator(s). The Arbitrator(s) shall then have twenty (20) additional days to issue the Final Award. The Arbitrator's Final Award shall be conclusive and binding, and it may be confirmed thereafter as a judgment by the Superior Court of the State of California, subject only to challenge on the grounds set forth in California Code of Civil Procedure Section 1281 et. seq.

J. Venue. The arbitration shall be conducted in Sacramento County, California, unless a different location is agreed to by the parties. Any party may be represented by counsel or other authorized representative.

K. Service. All notices and briefs shall be served by email-PDF. Voluminous documents shall be served via overnight. Service is deemed complete upon receipt.

8. Waiver of Rights. By agreeing to binding arbitration as set forth in this Schedule, the parties acknowledge that they are waiving certain substantial rights and protections which otherwise may be available if a dispute between them were determined by litigation in a court, including without limitation the right to seek or obtain the items referenced in Section 7.I above, the right to a jury trial, and certain rights of appeal.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 24
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 20, 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):

Fifth District

Title: Wohler Road Bridge over Mark West Creek Replacement Project (C01135)

Recommended Actions:

Approve and authorize the Chair to sign agreement for engineering design with Biggs Cardosa Associates, Inc. for the replacement of Wohler Road Bridge over Mark West Creek (C01135) for an amount not to exceed \$729,301, with a term ending December 31, 2015.

Executive Summary:

The Department of Transportation and Public Works requests the Board approve and authorize an agreement for engineering design with Biggs Cardosa Associates, Inc. for the replacement of Wohler Road Bridge over Mark West Creek for an amount not to exceed \$729,301, which includes a 10% contingency, with a term ending December 31, 2015. Services provided under the proposed agreement will include preliminary engineering analysis, field investigation, and data gathering, analysis and design and preparation of final plans, specifications and estimates. The department does not have staffing levels at this time due to the cyclical funding nature of bridge projects. Therefore, we must hire qualified bridge design firms to develop the engineering plans.

The existing Wohler Road Bridge is structurally deficient & not seismically stable. There is a very adverse alignment on the northern approach to the bridge. This project will replace the existing two-lane bridge over Mark West Creek Road (Bridge No. 20C-0139 and referred to as Little Wohler) with a new two lane bridge designed to meet current design standards, including improvements to roadway approaches and appurtenant facilities. The project does not increase vehicular traffic capacity, but will provide two traffic lanes with shoulders. Design and right-of-way acquisition will take two to three years and construction is anticipated to start in 2016. The CEQA and NEPA documents for this project have been completed by PRMD environmental staff. This agreement includes a geotechnical investigation to use cast-in-drilled-hole (CNDH) piles which have less impact on endangered species than driven steel piles that were recommended in an earlier geotechnical analysis (2002/2003).

The preliminary engineering for this project is 80% federally funded and must satisfy all requirements

under the Federal Highway Bridge Program criteria, including approval by (Caltrans). The replacement bridge will comply with current roadway, drainage and bridge standards. Roadway improvements will conform to the County General Plan and Public Road Standards for the appropriate road classification including design speed, maximum grade and minimum centerline curve radius. Bridge improvements will conform to latest Caltrans specifications. The total cost of the project is estimated to be \$5,000,000. If the project is not approved by the Board, the design of a new bridge will not proceed and the federal and state funds expended to date will have to be refunded.

The Department advertised a Request for Qualifications (RFQ) in a newspaper of general circulation for thirty days and received 24 qualification statements from bridge consultants. The proposals were evaluated and ranked by County staff based on each consultant's response to the following criteria: experience, project team and key staff, technical ability, relevant project experience, federal project experience and project approach. Local preference was not used in the selection of a consultant for this project as they are prohibited by Federal guidelines. A short list of eight on-call consultants was created by the selection committee. From that list, Biggs Cardosa Associates, Inc. was selected for this project because of their exhibited leadership in the engineering field for innovative design.

Prior Board Actions:

9/6/2002: Board approved agreement with Taber Consultants for Geotech Report

Strategic Plan Alignment Goal 3: Invest in the Future

The project invests in the future by replacing aging and deteriorating public infrastructure.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 729,301		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 381,720
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 347,581
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 729,301	Total Sources	\$ 729,301

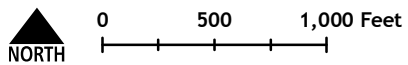
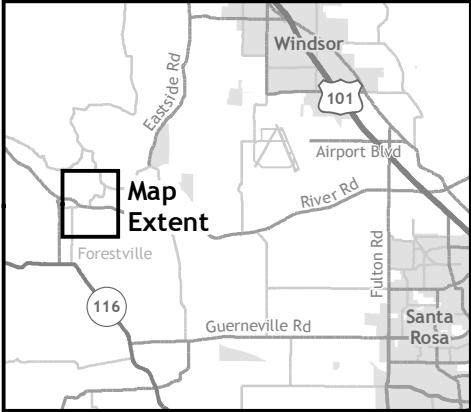
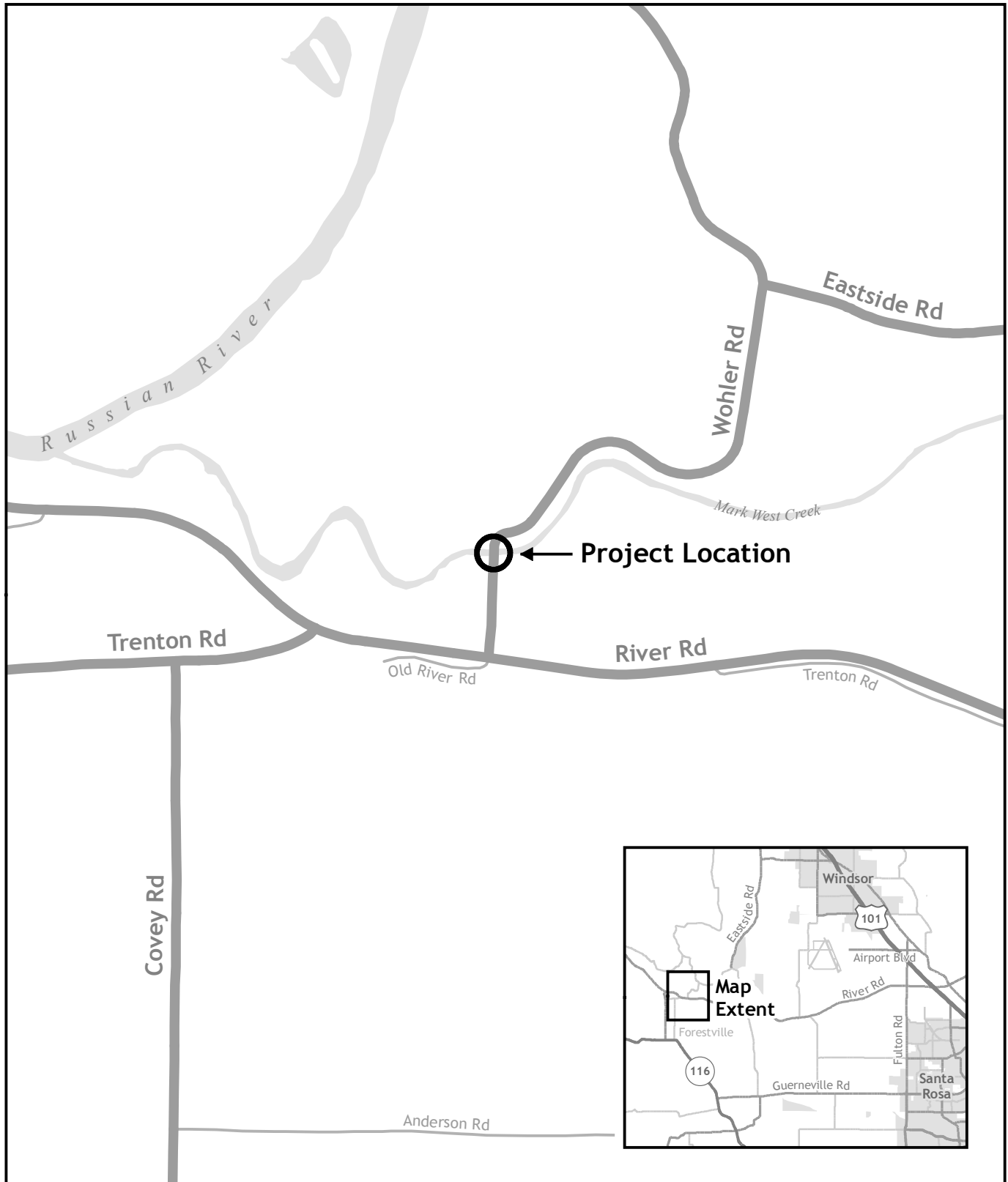
Narrative Explanation of Fiscal Impacts (If Required):

Funding for the agreement will come from federal bridge program dollars, state match funds, and available fund balance. Sufficient appropriations are currently available to commence work but since the agreement will span multiple fiscal periods, an adjustment may be needed during FY 13-14 mid-year consolidated adjustments to true up budget to actual.

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			

Location Map

Wohler Road Over Mark West Creek Bridge Replacement Project (C01135)





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: August 20, 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

Supervisory District(s):

All

Title: On-Call Emergency Engineering Services

Recommended Actions:

Approve and authorize the Chair to execute on-call emergency engineering services agreement for a not to exceed amount of \$25,000 per fiscal year, with a term ending June 30, 2018 with Miyamoto International.

Executive Summary:

The Transportation and Public Works Department (“Department”) is requesting that the Board approve on-call emergency engineering services agreement for a not to exceed amount of \$25,000 per fiscal year, for five years, with a term ending June 30, 2018 with Miyamoto International.

In emergency situations, it is important that the Department have engineering firms available and ready to respond when needs exceed in-house capacity, this is especially true with the recent reductions in staff. Work may include evaluations of damage sites, engineering inspections for structures, and specialty engineering review (i.e. geologic, hydrologic, and structural). This is necessary in order to keep the roads, refuse facilities, and other sites open, serviceable, and safe. The Director of Transportation and Public Works (“Director”) will only use the agreements in the event of a declared emergency where, in the Director’s opinion, the public faces an imminent safety risk or significant inconvenience and which exceeds the Department’s ability to respond. Consultants will be chosen to respond to individual work sites as needs arise with an overall intention of spreading the work out among the listed firms. Selection will ultimately be based on specific expertise, ability for timely response, and Department staff’s experience working with the firm. The County does not guarantee a minimum or maximum amount of work under these agreements. In the event of a declared emergency a written scope of services will be generated by the Consultant and signed by the Director. The scope of services will clearly identify the work to be performed.

A Request for Information (“RFI”) was issued to solicit interest from as many local and area businesses as possible. Some firms have very specialized services so it was decided to enter into agreements with

every Consultant who responded to ensure adequate availability of needed expertise. The agreements are on a time and material basis. Rates set forth in these agreements are in alignment with industry standards. The Federal Emergency Management Agency (“FEMA”) has confirmed that it is satisfied with the Department’s use of these types of agreements. If federally declared, emergency costs may be reimbursed by FEMA.

Previously this process was done on an annual basis but in an effort to streamline operations and increase efficiency, the Department is requesting that these agreements be awarded for a five-year term. Over the past five years there has been no usage of this type of agreement and the cost for staff to advertise and award when annual usage is unlikely is not cost effective. Purchasing has been consulted and is in agreement with the proposed process.

Prior Board Actions:

8/13/2013: Board approved emergency engineering agreements; 11/17/2009: Board approved emergency agreements for FY 09/10; 12/16/08: Board approved emergency agreements for FY 08/09; 1/8/08: Board approved emergency agreements for FY 07/08.

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

Dealing with emergency situations in a timely manner is critical to the safety and well-being of Sonoma County residents and visitors.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

Initial encumbrance of all emergency engineering services agreements would be covered up to \$250,000 with existing appropriations and additional needs would be addressed at consolidated budget hearings. If federally declared, the costs may be eligible for FEMA reimbursement.

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:			
On-call emergency engineering agreement with Miyamoto International			



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

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan Klassen, (707) 565-2231

Supervisorial District(s):

All

Title: Refuse Enterprise – Short-Term Operation of Central Landfill Disposal Site and County Transfer Stations.

Recommended Actions:

1. Approve and authorize the Chair to sign the Agreement for Operation of the County Transfer Stations with the Ratto Group of Companies, Inc., subject to issuance of a Notice to Proceed, for the period of September 1, 2013 through September 30, 2014.
2. Approve and authorize the Chair to sign the Second Amendment to the Agreement for Resumption of Disposal Operations at the Central Landfill and Landfill Re-Permitting services, with Keller Canyon Landfill, Inc., increasing the landfill operations cost to \$33.24 per ton, adding additional tasks to the scope of work, and extending the term of the Agreement to September 30, 2014.

Executive Summary:

To further the Board of Supervisors' policy object to pursue both short and long-term in-county waste disposal operations at the Central Disposal Site and County Transfer Stations, staff is requesting that the Board approve a new Agreement for Operation of the County Transfer Stations with the Ratto Group of Companies, Inc., and the Second Amendment to the Agreement for Resumption of Disposal Operations at the Central Landfill and Landfill Re-Permitting services, with Keller Canyon Landfill, Inc. These Agreements provide for the continued disposal operations, operations and maintenance of the rural transfer stations, and transportation of solid waste and organics until such time as the remaining conditions of the Master Operations Agreement, approved by the Board on April 23, 2013, for waste flow control agreements from the Cities and the execution of a settlement agreement concerning unfunded landfill liabilities between the County and the Cities is executed.

Agreement for Operation of the County Transfer Stations with the Ratto Group

Staff is recommending the approval of a new 13-month agreement for the operation of the County transfer stations. This Agreement directs the Ratto Group to dispose of all solid waste received at the

County transfer stations at the Central Landfill consistent with the existing disposal capacity, and if there is not sufficient disposal capacity, to dispose of the solid waste at the Keller Canyon Landfill. In addition, the Agreement provides for the continued transport of segregated loads of green and wood waste for all five transfer stations to the compost facility located at the Central Disposal Site. The scope of this agreement is similar to the currently existing agreement between the County and the Ratto Group, except for the change in out-haul disposal location from Hay Road Landfill in Vacaville to Keller Canyon Landfill in Pittsburg.

The cost of services provided under the terms of this Agreement are \$58.60/ton for transfer station operations with transport and disposal to an out-of-county landfill – an increase of \$4.52/ton (8.4%) above the current rate; \$11.07/ton for transportation of green and wood waste to the composting facility at the Central Disposal Site; and \$17.92/ton for transportation from the Central transfer station to the Central Landfill. The last two rate components are the same as those under the current agreement.

Second Amendment to the Keller Canyon Agreement

The Second Amendment to the Agreement with Keller Canyon Landfill, Inc. (“Contractor”) includes two additions to the scope of work:

1. The Contractor will perform a structural repair of 15,930 square feet of failing asphalt and asphalt concrete at the Sonoma Transfer Station, disposing of the asphalt grinding at an off-site location.
2. The Contractor will begin landfill operations on the west and south facing slopes above the main access road facing the Rock Extraction Area in a “sliver fill” configuration. The Contractor will be responsible additional activities related to placing refuse and cover soils such as raising, repairing and replacing gas/leachate wells and pumps in this area which may be lost due to the landfill operations. The County will assist in this effort by using our gas field maintenance contractor to disconnect and reconnect collection pipelines to such wells when they are in the way of the operation. In consideration for these additional tasks, the compensation rate paid to the Contractor will increase by \$2.65/ton to \$33.24/ton. This effort will provide landfill airspace capacity through approximately September 30, 2014.

The Second Amendment also includes a provision for the County to cancel the Agreement immediately upon the effectuation of the Master Operations Agreement.

Prior Board Actions:

04/23/13: Board approved the Master Operations Agreement for long-term development, operation and maintenance of the County solid waste facilities; delegated authority to the TPW Director to file a Notice of Determination for the Central Disposal Site Final EIR; and authorized TPW to work with Human Resources to administer layoffs. 6/12/12: Board approved the first extended term for the Agreement for Resumption of Disposal Operations at the Central Landfill and Re-Permitting Services with Keller Canyon Landfill (“Keller Canyon Agreement”); the first extended term for the Agreement for Operation of County Transfer Stations and Transport and Disposal of Solid Waste with the Ratto Group of

Companies, Inc. ("Ratto Group Agreement"); and the first amendment to the Keller Canyon Agreement. Board adopted a resolution directing staff to revise and resubmit the permitting documents for long-term landfill disposal of solid waste at the Central Disposal Site. 6/3/10: Board approved the Keller Canyon Agreement and the Ratto Group Agreement. 6/8/10: Board gave direction to staff to bring back two contracts: one with the Ratto Group for basic services, and the other with Keller Canyon Landfill for the resumption of waste disposal and re-permitting services for the Central Landfill, as described in the RFP. 5/11/10: Board accepted the report on the results of the RFP. 12/8/09: Board approved and authorized release of the RFP for short-term operations, transport and disposal of solid waste adding two optional services for (1) limited resumption of waste disposal at the Central Landfill and (2) re-permitting services related to the Central Landfill.

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

Providing the community with access to safe solid waste management services; and Goal 2: Economic and Environmental stewardship: providing the community with a solid waste system focused on providing environmentally sound solid waste disposal and recycling services in a manner that is economically efficient.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 13,004,362		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 13,004,362
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 13,004,362	Total Sources	\$ 13,004,362

Narrative Explanation of Fiscal Impacts (If Required):

Appropriations for ongoing operation of the Central Disposal Site, in the amount of \$4,708,789, and the transfer stations and transport and disposal of solid waste, in the amount of \$8,295,573, are included in the FY 13-14 Refuse Enterprise Budget (286112). While unit prices within both agreements are being increased to accommodate the changes in scope, more of the waste disposal will be kept within the County going forward. As the price for in-County material disposal is less than out-haul, keeping more of the material in-county causes the total cost to Refuse Enterprise to net out to zero impact. Approval of these agreements will have no impact on curbside collection rates.

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 - Second Amendment to the Agreement for Resumption of Disposal Operations at the Central Landfill and Landfill Re-permitting Services, with Keller Canyon Landfill, Inc. #2 - Agreement for Operation of County Transfer Stations Between County of Sonoma and The Ratto Group of Companies, Inc.			



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 27
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Board of Supervisors (707) 565-2241

Supervisorial District(s):

Title: Minutes of August 6, 2013

Recommended Actions:

Approval.

Executive Summary:

Approval of Minutes – Minutes of the Board of Supervisors Meeting of August 6, 2013.

Prior Board Actions:

None.

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 13-14

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

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

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

TUESDAY

AUGUST 6, 2013

8:30 A.M.

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

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Board of Directors of the Northern Sonoma County Air Pollution Control District, and as the governing board of all special districts having business on the agenda to be heard this date.

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

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

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

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

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

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

8:34 A.M. CALL TO ORDER

8:34 A.M. Chairman Rabbitt called the meeting to order.

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire

Supervisor Absent: Efren Carrillo

Present: Veronica A. Ferguson, County Administrator and Bruce Goldstein, County Counsel

Chairman Rabbitt presiding.

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA (Items may be added or withdrawn from the agenda consistent with State law)

Chairman Rabbitt announced the Agenda Addendum - Closed Session Item #22A Existing Litigation – Name of Case: County of Sonoma v. Ritter, CV252236. He also announced that the Renewable Energy Code Amendments File No. ORD11-0005 hearing scheduled for today at 2:10 P.M. would be continued to September 10, 2013 at 2:10 P.M.

II. BOARD MEMBER ANNOUNCEMENTS

Supervisor Zane announced that she attended the Bay Area Air Quality Management District Budget and Finance Committee meeting; the Sonoma Clean Power Authority Board meeting; and the Sonoma County Museum Board meeting. She noted a Press Democrat newspaper article regarding unit rate increase to two large Rohnert Park apartment complexes, about half of whose tenants depend on federal housing subsidies. Supervisor Zane reported that she is working to address the apartment complex issues with the Community Development Commission. She made a request to the County Administrator to agendaize an item at a future meeting to discuss possible overtime pay for County Fair employees.

Supervisor McGuire provided the Board with an update regarding the redwood trees along the Highway 101 corridor and announced he formed part of the Sonoma County Transportation Authority Tree Ad hoc Committee. He also announced the Futon Founders Day celebration on August 10th and the August 12th celebration of the Fulton Day Labor Center.

Supervisor Gorin reported that she attended the Water Technical Advisory Committee meeting, updated the Board on the 20 Gallon Water Challenge, and shared the results of a Water Agency telephone survey conducted in April. She asked the County Administrator to bring forth an item at a future meeting highlighting the results from the survey.

BOARD ANNOUNCEMENTS (Continued)

Chairman Rabbitt announced that he chaired the Golden Gate Bridge Transportation Highway District Transportation Committee meeting; and formed part of the Sonoma County Transportation Authority Tree Ad hoc Committee.

III. CONSENT CALENDAR

(Items 1 through 13)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 3)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution recognizing the critical role that landowners play in the preservation of the coho salmon in the Russian River. (Fourth and Fifth Districts)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

Approved by Resolution No. 13-0304

2. Adopt a Gold Resolution honoring DIG Leaders for their community contributions and work to prevent the problems associated with underage drinking. (Fifth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

Approved by Resolution No. 13-0305

PRESENTATIONS AT DIFFERENT DATE

3. Adopt a Gold Resolution honoring and acknowledging Sonoma County Farm Trails on the occasion of their 40th Anniversary. (Second District)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

Approved by Resolution No. 13-0306

BOARD OF SUPERVISORS

4. Authorize the Chair to send a letter in support of the non-profit, volunteer Comparative Aircraft Flight Efficiency (CAFE) Foundation of Santa Rosa Green Flight Challenge Program for its remarkable NASA recognized work in the area of green, quiet, sustainable air vehicles.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

CONSENT CALENDAR (Continued)

FIRE AND EMERGENCY SERVICES

5. Adopt a Resolution authorizing the Chair to execute an agreement with the California Department of Forestry and Fire Protection to provide fire suppression services to specific portions of Sonoma County Fire - County Service Area #40 for Fiscal Years 2013-14 and 2014-15 for \$1,963,142.69. (Second and Fifth Districts)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

Approved by Resolution No. 13-0307

6. Urban Areas Security Initiative Special Projects Director Position -

(A) Adopt a Resolution adding one limited term (1.0 full-time equivalent) Special Projects Director position, to perform the functions of the Bay Area Urban Areas Security Initiative Management Team, Risk Management Program and Risk & Information Sharing Project Manager.

(B) Authorize the Fire and Emergency Services Director to sign an amendment to the fiscal year 2011 Urban Areas Security Initiative Memorandum of Understanding to incorporate the financing of this new position.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

Approved by Resolution No. 13-0308

HUMAN SERVICES

7. Adopt two Resolutions authorizing the Director of Human Services to sign three Sonoma County Area Agency on Aging Area Plan Standard Agreements with the California Department of Aging for Fiscal Year 2013-14; Agreement #A3-1314-27 in the amount of \$452,723, #A9-1314-27 in the amount of \$1,472,498, and #H9-1314-27 in the amount of \$332,576 to receive funding for the Area Agency on Aging for a total amount of \$2,257,797.

Supervisor Zane made a request that the Chair send a letter on behalf of the Board to Mitch McConnell, the Senator Minority Leader to communicate the Board's support of the Older American's Ace Reauthorization. Supervisor Gorin recommended that a similar letter be sent to the Senate Appropriations Committee.

Speakers: Diane Kaljian, Division Director, Human Services Department

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

Approved by Resolution Nos. 13-0309, 13-0310

CONSENT CALENDAR (Continued)

PERMIT AND RESOURCE MANAGEMENT

8. Authorize the Chair to execute first amendment to agreement for professional services related to building plan check and inspection with Phillips Seabrook Associates to add an additional \$52,500 and extend the agreement term by eight months (new not to exceed agreement total of \$77,450; agreement terminates June 30, 2014).

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

9. Adopt a Resolution issuing a roiling permit (Ordinance No. 3836R) for in channel work and necessary permit extensions to Gold Ridge Resource Conservation District to implement Phases I and II of the Willow Creek Large Wood Recruitment Project on four parcels, including two State Parks owned parcels, along Willow Creek near Jenner. (4/5 vote required) (Fifth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

Approved by Resolution No. 13-0311

PROBATION

10. Authorize the Chief Probation Officer to execute Amendment No. 3 to Probation's agreement with Voorhis/Robertson Justice Services for Fiscal Year 2012-14 Public Safety Realignment consulting services. Amendment No. 3 increases contract funding by \$72,480, resulting in a new total not-to-exceed amount of \$197,479, and extends the term from August 30, 2013 to June 30, 2014.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

APPOINTMENTS/REAPPOINTMENTS

(Items 11 through 13)

11. Appoint Thomas Martin to the Sonoma Valley Citizens Advisory Commission (Springs East) for a 2-year term beginning August 6, 2013 and expiring August 5, 2015. (First District)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

12. Appoint Barbara Ganley to Alcohol and Drug Problems (Advisory Board) for a 3-year term beginning August 6, 2013 and expiring August 5, 2016. (First District)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

CONSENT CALENDAR (Continued)

13. Appoint Johanna Jagers to the Commission on the Status of Women for a 2-year term beginning August 6, 2013 through August 5, 2015. (First District).

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

Chairman Rabbitt announced the formation of the Long Term Roads Plan Ad hoc Committee. Supervisors McGuire and Chairman Rabbitt will serve on the Ad hoc Committee.

IV. REGULAR CALENDAR (Items 14 through 18)

HEALTH SERVICES

14. Accept and approve the Mental Health Services Act Annual Update Fiscal Year 2011-12 and Expenditure Plan Fiscal Year 2013-14.

9:31 A.M.

Present: Michael Kennedy, Behavioral Health Division Director

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

BOARD OF SUPERVISORS

15. Approve fee waiver in the amount of \$3,822.50 for the Sonoma Veterans Building rental fees for the Blood Centers of the Pacific bi-monthly blood drives. (First District)

10:07 A.M.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

16. Approve fee waiver in the amount of \$1,864 for special event permits for the Bodega Volunteer Fire Department's Big Event on August 4, 2013. (Fifth District)

10:08 A.M.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

10:09 A.M. The Board recessed to closed session.

11:13 A.M. The Board reconvened from closed session.

17. 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.)

REGULAR CALENDAR (Continued)

11:13 A.M. Public Comment opened

Maureen DeVoe

Richard Hannan

Mary Morrison

11:23 A.M. Supervisor Zane left the meeting

John Jenkel

Bob Williamson

11:27 A.M. Supervisor Zane rejoined the meeting

Colleen Fernald

11:13 A.M. Public Comment closed

18. 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
- e) Issuance of an Emergency Coastal Permit

No Acts and Determinations were reviewed or acted on.

11:33 A.M. The Board recessed to continued closed session.

V. CLOSED SESSION CALENDAR (Items 19 through 22A)

19. 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 Negotiators: Wendy Macy/Carol Allen/ Janae Novotny, Burke & Associates, Carol Stevens, Burke & Associates, and Janet Cory Sommer, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

Direction given to labor negotiators.

20. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation - Title: Human Services Department Director (Govt. Code Section 54957).

Direction was given to staff.

21. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation - Title: Transportation and Public Works Director (Govt. Code Section 54957).

Direction was given to staff.

22. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation - Title: Public Defender (Govt. Code Section 54957).

Item #22 was continued.

22A. 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, CV252236 (Govt. Code Section 54956.9 (d)(1)).

Board Action: Approve a settlement of this eminent domain acquisition for the Airport Safety Improvement Project. The purchase price for the land is \$700,000 and statutory interest, costs, and other benefits are \$115,000, for a total settlement payment of \$815,000.

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

1:54 P.M. The Board reconvened from continued closed session.

23. Report on Closed Session.

Counsel Goldstein reported on closed session items #19-22A.

24. ADJOURNMENTS

1:55 P.M. The Board Adjourned the meeting in memory of James Edward McCaffrey. The meeting was adjourned to August 13, 2013 at 8:30 A.M.

Respectfully submitted,

Michelle Arellano, Chief Deputy Clerk



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: August 20, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Pete Parkinson, 565-2563

Supervisorial District(s):

All

Title: Santa Rosa Plain Groundwater Management Plan – Basin Advisory Panel

Recommended Actions:

Authorize PRMD Director Pete Parkinson to continue representing the County on the Basin Advisory Panel for the Santa Rosa Plain Groundwater Management Plan, through the plan adoption process

Executive Summary:

The process to develop a Groundwater Management Plan for the Santa Rosa Plain has been underway since December 2011. The process is guided by a Basin Advisory Panel composed of stakeholders from throughout the Santa Rosa Plain representing agricultural interests, local citizen groups, environmental groups, business interests, local well owners and government interests, including the County of Sonoma. The Panel meets monthly and development of the Groundwater Management Plan has progressed considerably over the past 19 months. The process has been collaborative and productive. The Panel anticipates that a draft Plan will be ready for adoption in late 2013 or early 2014.

PRMD Director Pete Parkinson has been the County's representative on the Basin Advisory Panel since its inception. Director Parkinson will retire from County service effective September 3, 2013. However, he has offered to continue as the County's representative on a volunteer basis, through Plan adoption. This will help ensure continuity in the planning process as it nears completion and avoids the need for another representative to come up to speed on the Panel's activities over the past 19 months.

Staff recommends that the Board of Supervisors authorize Mr. Parkinson to continue representing the County on the Basin Advisory Panel, through Plan adoption.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Continued County participation in development of a Groundwater Management Plan for the Santa Rosa Plain will help steward this essential economic and environmental resource long into the future.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

There are no fiscal impacts.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

No staffing impacts.

Attachments:

None

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

None



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 29
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Board of Supervisors 565-2241

Supervisorial District(s):

All

Title: Upstream Investments Appointment

Recommended Actions:

Ratify the Chair's appointment of Supervisor Susan Gorin as alternate on the Upstream Investments Committee beginning August 13, 2013 to December 31, 2013.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

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

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County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 30
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

Department or Agency Name(s): Department of Health Services

Staff Name and Phone Number:

Rita Scardaci, x7876; Alfredo Perez, x6627

Supervisorial District(s):

Countywide

Title: First 5 Community Capacity Building and One-Time Strategic Capital Investments Contracts

Recommended Actions:

Authorize the Director of Health Services to execute an agreement with California Parenting Institute (CPI) pursuant to which the County of Sonoma will provide funding to CPI to remodel a CPI facility, enhancing the ability to provide counseling and education services to children 0 to 5 and their families, in an amount not to exceed \$350,000 with a term end date of July 31, 2023.

Authorize the Director of Health Services to execute an agreement with Petaluma Health Center (PHC) pursuant to which the County of Sonoma will provide funding to PHC to remodel a PHC facility to co-locate a Women, Infants, and Children (WIC) program to provide nutritional support for children 0 to 5 and their families, in an amount not to exceed \$250,000 with a term end date of December 31, 2023.

Authorize the Director of Health Services to execute an agreement with Alliance Medical Center pursuant to which the County of Sonoma will provide funding to Alliance Medical Center to renovate two pediatric dental operatories in their Healdsburg clinic and add mobile dental equipment to provide expanded dental services to Windsor and Cloverdale children in an amount not to exceed \$561,924 with a term end date of September 30, 2023.

Authorize the Director of Health Services to execute an agreement with Santa Rosa Community Health Centers (SRCHC) pursuant to which the County of Sonoma will provide funding to SRCHC to develop a dental health center that will equip 14 new dental operatories and new dental staff that will provide prevention and early intervention dental services and a dental home for children 0 to 5 and pregnant women, in an amount not to exceed \$753,382, with a term end date of December 31, 2016.

Authorize the Director of Health Services to execute an agreement with Community Action Partnership (CAP) pursuant to which the County of Sonoma will provide funding to CAP to develop the Southwest Santa Rosa Early Childhood Campus and Family Resource Center, which will provide year-round opportunities to engage and support parents of young children with a goal to eliminate future disparities in academic achievement as those children progress into kindergarten and beyond, in an amount not to exceed \$1,378,320, with a term end date of September 30, 2018.

Authorize the Director of Health Services to execute an agreement with La Luz Center pursuant to which the County of Sonoma will provide funding to the La Luz Center for the Capital Facilities Renovation Project, which will expand the existing La Luz family resource center, improving the ability of the center staff to effectively engage parents in counseling services and provide for a dedicated child care room to be used while parents are engaged with center staff, in an amount not to exceed \$171,138, with a term end date of September 30, 2023.

Authorize the Director of Health Services to execute an agreement with Community Child Care Council (4Cs) pursuant to which the County of Sonoma will provide funding to 4Cs for Value in Preschool (VIP) Scholarship Expansion, providing for preschool scholarships to children to get into designated quality preschool programs in Petaluma and Cotati, in an amount not to exceed \$815,000, with a term end date of June 30, 2018.

Executive Summary:

This item requests approval to execute agreements with various community partners pursuant to which the First 5 Sonoma County Commission (“Commission”) will provide funding for programs which support the goals and priority outcomes of the First 5 Strategic Plan with a total contract amount of \$4,279,764.

The 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 priority outcomes approved in the First 5 Sonoma County Strategic Plan 2011-2020.

The Community Capacity Building initiative and the One-Time Strategic/Capital Investment initiative are both Commission driven initiatives that share the common goal of building the community’s capacity to promote healthy behavior, provide quality child care environments and ensure that families are supported and nurturing. The alignment of these two initiatives allowed the Commission, in consultation with the Sonoma County Auditor-Controller-Treasurer-Tax Collector and County Counsel, to structure the associated grants using the contract instrument referred to as a Voluntary Non-Exchange Transaction (VNET). The VNET provides for strategic service or capital grants that are secured by purpose restrictions and time requirements. Recipient organizations must provide proposed services for a defined period of time to children 0 to 5 and their families within any new or remodeled capital expansion projects and must provide the proposed services within defined time requirements.

First 5 Community Capacity Building Program Contracts

On September 26, 2011, the Commission approved the Community Capacity Building program to provide \$600,000 in grant funds to community-based providers to improve their infrastructure and capacity to serve young children and their families through projects that align with the priority outcomes of the Commission’s strategic plan. As a result of a competitive process approved by the Purchasing Department, two applications were received – California Parenting Institute and Petaluma Health Center – both of which were approved for funding by the Commission. At a subsequent meeting, the Commission approved the alignment of the Community Capacity Building Program for FY 11-12 and 12-13 to the One-Time Strategic/Capital Investment process.

California Parenting Institute (CPI)

This agreement supports First 5 Strategic Plan Goal Area 1 (*ensure the health and healthy development of children*) by enhancing the community’s capacity to promote healthy behavior by expanding space for

counseling, support and educational services.

After a competitive application process, California Parenting Institute (CPI) was selected by a review committee to receive a Community Capacity Building loan of \$350,000 for FY 11-12. The Commission approved the selection on April 23, 2012. Subsequently, on September 26, 2012, the Commission approved the conversion of CPI's loan to a grant with a VNET contract. This CPI grant will help fund the remodeling of a 2900 square-foot warehouse located across from the current CPI offices in Santa Rosa. The remodel will convert the warehouse into classrooms, counseling, and activity rooms that will accommodate larger parenting education classes, parent/child play groups, movement therapies, and other early childhood mental health services. In addition, the expanded space will allow CPI to increase service time for children 0 to 5 and their families, thus reducing the time families must wait to receive services. Under the VNET, CPI is required to provide expanded services in the new space for a minimum of 10 years. The expanded service capacity will also allow CPI to draw down additional federal reimbursement revenue leading to long-term sustainability.

Petaluma Health Center (PHC)

This agreement Supports First 5 Strategic Plan Goal Area 1 by enhancing the community's capacity to promote healthy behavior for children and pregnant women by co-location of the Petaluma Women, Infant, and Children program with the Petaluma Health Center which will promote greater service delivery and alignment between nutritional services and health services.

After a competitive application process Petaluma Health Center (PHC) was selected by a review committee to receive a Community Building Capacity Grant in the amount of \$250,000 to remodel space at the health center. The Commission approved the selection at its December 3, 2012 meeting.

The Petaluma site of the DHS Women, Infants, and Children (WIC) program will move into this newly remodeled, 900 square foot space. Under the VNET purpose restriction, PHC is required to assure that WIC services will be delivered there for 10 years. The current Petaluma WIC site is on the west side of Highway 101, while the majority of clients live on the east side closer to the health center. The co-location will facilitate closer collaboration between WIC and the health services provided by PHC, leading to earlier identification and treatment of health or nutrition issues, and an improvement in overall health outcomes for the families served. Due to the increased accessibility of services, it is anticipated that WIC services to children 0 to 5 and their families, including pregnant women, will increase by 10 percent in the first year to 1608 children (unduplicated). An additional 10 percent increase in WIC participation is anticipated in the second year to 1764 children 0 to 5 (unduplicated) and their families.

First 5 One-Time Strategic Capital Investments Contracts

In its strategic planning process, on May 21, 2012 the First 5 Sonoma County Commission approved the \$6.8 million One-Time Strategic/Capital Investment Request for Proposals (RFP) in order to promote strategic and capital expansion projects to enhance the delivery of services to young children and their families and that would advance the strategies and initiatives as outlined in the Commission's Strategic Plan of 2011- 2020. The One-Time Strategic/Capital Investment RFP was approved by the Commission on May 22, 2012 including structuring the agreements as VNETs. It was developed in response to community need for capital expansion projects to enhance the delivery of services to young children and their families.

A review committee that included Commissioners recommended funding six of the 33 received proposals under the One-Time Strategic/Capital Investment RFP totaling \$5.17 million was approved by

the Commission on March 25, 2013. One of the proposals to administer the Road to Early Achievement and Development of Youth program for the period July 1, 2013 through September 30, 2015 in the amount of \$1.5 million was submitted by the Sonoma County Human Services Department and approved by the Board on June 25, 2013. The Department requests Board approval of the remaining five proposals totaling \$3,679,764 as detailed below. The Commission gave direction to its Strategic Planning Committee and Long Term Funding Committee to assess options for the remaining \$1.6 million. The Committees are expected to provide their recommendations to the Commission later this year.

Alliance Medical Center – Pediatric Dental Expansion Project

This agreement supports First 5 Strategic Plan Goal Area 1 by promoting a healthy community by providing dental services to children and pregnant women. The agreement also supports Goal 4B (*increase the community’s capacity to address children’s oral health needs through collaboration with community partners*).

Alliance Medical Center was approved to receive an award of \$561,924 in support of their Pediatric Dental Expansion project. The project’s goal is to address the lack of dental access for uninsured or under-insured children and pregnant women in Northern Sonoma County. According to the California Health Interview Survey, 27.8 percent of Sonoma County children lack dental insurance, compared to 19.6 percent statewide; 39.3 percent of Sonoma County’s uninsured patients having never seen a dentist, compared to only 8 percent of insured patients. The survey also indicates that 87.9 percent of uninsured children miss two or more days of school due to dental problems. Notably, in Sonoma County 46 percent of kindergarteners have a history of tooth decay and 16 percent have untreated decay. Pregnant women with poor oral health during pregnancy have increased risk of pre-term labor, with serious and deleterious effects for newborns. Increasingly families in need of dental care are seeking dental services at their local health centers, such as Alliance; however, most health centers lack physical capacity and lack capital for start up funds for dental services.

This award will provide capital for the renovation of existing space to develop two pediatric dental operatories that will have purpose restrictions to serve children 0 to 5 and pregnant women, for a period of ten years. Additionally, the award will purchase mobile dental equipment that will allow oral exams to be available at Alliance satellite clinics in Windsor and Cloverdale. With this new capacity there will be 3500 dental visits for children 0 to 5 and pregnant women annually in Healdsburg and an additional 750 oral exams in satellite clinics through the ten-year term of this award. Integrating dental services into Federally Qualified Health Clinics (FQHC) like Alliance has advantages: it allows the FQHC to identify and treat dental illness during health visits while establishing a dental home to children for preventative, routine and emergency care. It also promotes sustainability since the FQHC can bill for services at the enhanced Medi-Cal rate to cover its service cost.

Santa Rosa Community Health Centers - Santa Rosa Dental Health Center Project

This agreement supports First 5 Strategic Plan Goal Area 1 by promoting a healthy community by providing dental services to children and pregnant women. The agreement also supports Goal 4B by increasing the community’s capacity to address children’s oral health needs through collaboration with community partners.

Commissioners approved the selection of Santa Rosa Community Health Centers (SRCHC) to receive a \$753,382 grant in support of their Santa Rosa Dental Health Center project proposal. Similar to the Alliance dental project described above, the Santa Rosa Dental Health Center is addressing the scarcity

of dental providers for uninsured and under-insured children and pregnant women, as well addressing the dire state of dental health of young children and pregnant women in the county. SRCHC estimates that the Dental Clinic will provide essential oral health services to 750 pregnant women and 1980 children 0 to 5, which is 42 percent of the estimated 6500 people that will use the Dental Center. The award provides 42 percent the start-up capital to equip 14 dental operatories and the starting salaries for one pediatric dentist, one hygienist and two dental support staff that will serve children 0 to 5 and pregnant women during the three- year term of this award. Like the Alliance project, providing dental services within a FQHC is a sustainable effort and by covering the start up costs with this award it is projected that the Dental Center will reach sustainability after 18 months by leveraging the enhanced Medi-Cal rate for its dental services.

Community Action Partnership - Southwest Santa Rosa Early Childhood Campus and Family Resource Center (Via Esperanza)

This agreement supports First 5 Strategic Plan Goal Area 2 (*ensure that families are supported and nurturing*) and Goal 4 (*increase integration of systems and effect policy change to fill gaps and better serve children and families*).

The Commission approved Community Action Partnership to receive an award of \$1,378,320 for the Southwest Santa Rosa Early Childhood Campus and Family Resource Center, now named *Via Esperanza*. The goal of the proposal is to address Sonoma County's academic achievement gap through the development of a sustainable and replicable family resource model to be built on the large, under-utilized campus of Cook Middle School. Sonoma County has a reading proficiency achievement gap between Hispanics and white students. In 2010, 27 percent of Hispanic students in the third grade were proficient at reading. This is significantly less than the 61 percent of white third graders who are proficient at reading. Third grade reading proficiency is a strong predictor of high school completion. Lacking a high school diploma can be a major barrier to obtaining steady, well-paying employment. In Sonoma County, 26 percent of Hispanic students drop out between grades 9 through 12.

A large number of research studies demonstrate the importance of fully engaging parents in order to improve children's academic achievement. *Via Esperanza* presents an opportunity to collaborate with Santa Rosa School District, the largest school system in Sonoma County, to increase parent engagement in order to support children's academic success. An overarching goal of the project is to reach parents of children 0-5 through a range of individual, group and parent-led supports that engage parents as active participants in their children's development and education. The award will provide for start-up capital for the family resource center, including supplies and equipment, including two vans for client transportation and outreach. The award also provides for staff salaries to deliver the culturally competent parent resource programs that will include *Triple P - Positive Parenting Program*, *Parent Café* leader training, *Abriendo Puertas* a parent education program, English as a Second Language (ESL) instruction, financial literacy classes, tax preparation, health education, family counseling, case management, and free internet access. Taking a collective impact approach, the campus will establish and expand on multiple early care and education initiatives already underway such as *AVANCE® Parent-Child Education*, *Pasitos Playgroups®*, *Head Start Preschool/Early Head Start*, *state-subsidized preschool programming*, and Santa Rosa City School District's *Kinder Academy*. The close proximity of the early care and education classes on the campus will allow children to have a smooth transition from preschool to kindergarten classes. The campus will provide high quality early care and education to over 200 unduplicated 0-5 children per school year in the southwest Santa Rosa neighborhood and over 650 total children 0-5 over the four-year term of the award. It is estimated that over 500 parents will receive at

least one family resource service over the four-year term of the award. Sustainability of the campus will be promoted through the use of braided local funding and by leveraging federal and state education dollars.

La Luz Center – Family Resource Center Renovation Project

This agreement supports First 5 Strategic Plan Goal Areas 1 and 2 by enhancing a family resource center to provide supportive services to parents of young children.

The Commission approved La Luz Center to receive an award of \$171,138 for the Capital Facilities Renovation Project that will expand the existing La Luz family resource center. As a bilingual and bi-cultural family resource center La Luz provides a gateway to services for the disadvantaged Latino community in Sonoma Valley. La Luz has a long history of collaboration with county agencies and community based organizations, which facilitates the co-location of agency services at the family resource center that would not otherwise be available to the Sonoma Valley community. The award will have a purpose restriction to renovate the family resource center and develop spaces that will improve the ability of the center staff to effectively engage parents in counseling services and also provides for a dedicated child care room to be used while parents are working with center staff. The award will have a ten-year term. The project leverages \$50,000 from other sources for the family resource center renovation.

Community Child Care Council - Preschool (VIP) Scholarship Expansion

This agreement supports First 5 Strategic Plan Goal Area 3 (*ensure that early care and education is high quality*).

The Commission approved Community Child Care Council to receive \$815,000 for the Value in Preschool (VIP) Scholarship Expansion. The VIP program was developed to deal with the loss of child care providers serving low-income families in Sonoma County. Providers, particularly the ones located in or near priority school areas that were serving children with subsidized childcare slots had difficulty staying open without the subsidy slots that were eliminated by the state. To respond to this need, the Commission developed the preschool scholarship program in its Strategic Plan and funded the initiative through 2015. VIP provides up to one-year scholarships to eligible low-income children in priority school areas to attend high-quality preschools. In addition to providing a quality preschool experience to children that would not otherwise be eligible, the scholarships fill available preschool slots paid at a market rate that will promote overall business sustainability. VIP recruits, assesses, and supports high quality preschool programs in their efforts to become National Association for the Education of Young Children (NAEYC) accredited. Accreditation under NAYEC, considered the gold standard for early care and education (ECE) accreditation, is a multi-year effort that requires many self-directed quality enhancement activities, which many providers find daunting. To facilitate earlier availability of quality care, VIP will allow providers to demonstrate a level of quality below accreditation but sufficient to demonstrate high quality. VIP will enable ECE providers to enter the preschool scholarship program provided they agree to work toward achieving accreditation as part of a coached cohort. VIP provides onsite technical assistance using coaches trained in the use of evidenced-based tools that assess the preschool environment and child-teacher interactions for the quality elements that promote early learning. VIP coaches develop a quality improvement plan and then work with the care providers through on-site technical assistance to assure the quality plan is followed and completed. After quality elements are assured the preschool site is put on the eligibility list to have a VIP scholarship student. This grant award will have a purpose restriction to provide expansion of the VIP program to Petaluma

and Cotati, and provides 12 full-time equivalent (more than one child may fill an available preschool slot if a student does not use the slot full-time, year round), VIP scholarships per year at \$10,000 per scholarship. Through the five-year term of the award there will be a total of 60 full-time equivalent VIP scholarship students at \$600,000. It will also enhance the child care quality of 26 preschools and move them toward accreditation. Additionally, the enhanced preschool quality will benefit all children enrolled in those centers. The remainder of the award, or \$215,000, will provide staff salaries for on-site technical assistance to centers and for the administration of the VIP scholarships.

Prior Board Actions:

02/21/2012 – Approved a \$1,025,540 contract with Community Child Care Council of Sonoma County to administer the First 5 Preschool Scholarship Program for period of February 21, 2012 to June 30, 2015.
02/05/13 – Approved a \$30, 000 increase contract modification with Community Child Care Council to cover accreditation costs to child care providers. The amended contract total is \$1,055,540.
06/25/2013 – Approved a \$1.5 million Memorandum of Understanding with the Sonoma County Human Services Department to administer the READY program.

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

Projects supported by the Community Capacity Building initiative and the One-Time Strategic/Capital Investment initiative will build capacity in the community to support children ages 0 to 5 and their families.

Community Capacity Building Contracts - Both contracts will enhance the community’s capacity to promote healthy behavior. California Parenting Institute will have an expanded space for counseling, support and educational services that will increase parenting services to families of children 0 to 5 and reduce the likelihood of these families being placed on waiting lists for services or not being served at all. The co-location of the Petaluma Women, Children and Infant program with the Petaluma Health Center will promote greater service delivery and alignment between nutritional services and health services.

One-Time Strategic/Capital Investments Contracts - These projects support the Sonoma County Strategic Plan Goals 1, 2, and 3. For Goal 1 two of the projects promote a healthy community by providing dental services to children and pregnant women. Goals 2 and 3 are supported through the development of two family resource centers to provide supportive services to parents of young children. Goal 3 is an investment in the future that is promoted through support of two projects that make early investment in quality child care and education.

The above projects address four major goals areas listed in the Commission’s Strategic Plan for 2011-2020; Goal 1: *Ensure the health and healthy development of children*, Goal 2: *Ensure that families are supported and nurturing*, Goal 3: *Ensure that early care and education is high quality*, and Goal 4, *Increase integration of systems and effect policy change to fill gaps and better serve children and families*. Additionally two of the agreements support Priority Outcome 4B: *Increase the community’s capacity to address children’s oral health needs through collaboration with community partners*.

Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 4,279,764	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$ 4,279,764
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 4,279,764	Total Sources	\$ 4,279,764
Narrative Explanation of Fiscal Impacts (If Required):			
The FY 13-14 budget includes \$4,279,764 for these seven contracts.			
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:			
Agreements with California Parenting Institute, Petaluma Health Center, Alliance Medical Center, Santa Rosa Community Health Centers, Community Action Partnership, La Luz Center, and Community Child Care Council.			
Related Items "On File" with the Clerk of the Board:			
None			

AGREEMENT

BY AND BETWEEN

COUNTY OF SONOMA
FIRST 5 SONOMA COUNTY

AND

CALIFORNIA PARENTING INSTITUTE

This agreement (“Agreement”), dated as of _____, 2013 (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”) on behalf of the First 5 Sonoma County Commission (hereinafter “Commission”) and California Parenting Institute, a California nonprofit corporation (hereinafter “Contractor”).

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified non-profit corporation, experienced in providing comprehensive parent education and related services;

WHEREAS, the Commission is not a legal entity separate from the County but exercises independent discretion under Proposition 10, and use of the term “County” in this Contract necessarily includes the Commission;

WHEREAS, pursuant to Proposition 10, the Commission has adopted a Strategic Plan in accordance with Health & Safety Code section 130140 describing programs, services, and projects to be provided, sponsored or facilitated by the Commission;

WHEREAS, Commission desires to allocate Proposition 10 resources to provide high quality early care and education for children 0-5 through the creation of a family/parent support and education center in accordance with the program goals and objectives outlined in the First 5 Sonoma County Strategic Plan;

WHEREAS, an application has been submitted to the Commission for funding a project described generally as “Building Renovation at 3642 Standish Avenue” (hereinafter the “Project”) as described more particularly in Exhibit A;

WHEREAS, the application requests that the Commission provide funding to enable the Contractor to renovate that certain real property located at 3642 Standish Avenue, Santa Rosa, CA 95407 (APN 134-102-083) (hereinafter referred to as “Property”); and

WHEREAS, in the judgment of the Commission, provision of funding on the terms and conditions described below is in furtherance of its Strategic Plan and in furtherance of the purposes of Proposition 10.

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

A G R E E M E N T

1. Grant Amount. In consideration for Contractor's performance of its obligations under this Agreement, Commission agrees to grant to Contractor the sum of three hundred and fifty thousand dollars (\$350,000) paid in accordance with the terms and conditions set forth in this Agreement ("Grant Funds").

a. Payment of Grant Funds to Contractor. Grant Funds will be paid in advance no later than thirty (30) days after all parties have executed this Agreement.

b. Use of Grant Funds. Contractor shall use Commission funds only for the construction and renovation of the Property at a total cost as set forth in Exhibit B. Said use of Grant Funds shall be limited to: (a) construction and renovation of the Property as described in this Agreement and the exhibits hereto; (b) repayment of other loans solely made for the construction and renovation of the Property as described in this Agreement and the exhibits hereto; and (c) construction costs (including architect and engineering costs) and fees imposed by public agencies for any addition or expansion of the improvements to the Property as such are described in this Agreement and the exhibits hereto, including necessary repairs.

c. Purpose and Time Restriction on Use of Property. For a period of ten (10) years following payment of Grant Funds to Contractor ("Grant Period"), Contractor agrees that the Property shall be used only for the purposes set forth in Exhibit C including:

1. Parent education classes and workshops
2. Consultation services
3. Early childhood mental health services
4. Parent/child counseling
5. Parent/child activity sessions
6. Supervised visits
7. Support groups

Commission further permits the following uses not necessarily related to Exhibit C:

8. Staff and professional trainings
9. Advocacy meetings
10. Community events that support families

Contractor agrees that the Property may not be used for any other purpose during the Grant Period without the written approval of the Commission.

d. Annual Use of Property Report. Not later than _____ of each calendar year during the Grant Period, Contractor shall submit an Annual Use of Property Report to Commission documenting the use of property in the previous year. The Annual Use of Property Report prepared for any year in which the construction and improvements to the Property as described in Exhibit C hereto are ongoing shall set forth the amount of the Grant Funds expended in that year, and the expenses to which such funds were applied. The Annual Use of Property Report for each year of the Grant Period shall include the number of children ages 0-5 and/or their families served, and the types of services provided to them regarding parent/child counseling, parent consultations, supervised visitation, and all group services for children 0-5 and their families. Within thirty (30) days of receipt of the Annual Use of Property Report, Commission shall determine to its reasonable satisfaction that Contractor has complied with the purpose of this Agreement. Contractor agrees that if Grant Funds are not used for the purposes set forth in this Paragraphs 1.b and 1.c of this Agreement, Contractor shall return the funds to Commission.

e. Maximum Payment Obligation. The maximum payment obligation of Commission to Contractor under this Agreement shall be three hundred and fifty thousand dollars (\$350,000).

f. Payment Withhold. 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.

i. 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 Section 13 of this Agreement. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

g. Overpayment. It is anticipated by the parties, as set forth in the Project Costs, attached hereto as Exhibit B, that the total cost of the Project shall exceed the amount of the Grant Funds. If, upon completion of the work on the Property as described in Exhibit C, the amount of Grant Funds paid to Contractor pursuant to this Agreement exceeds the total costs expended for allowable uses of Grant Funds under section 1(b) hereof, Contractor shall return the amount of such overpayment to Commission or, at Commission's option, permit Commission to offset the amount of such overpayment against any other agreement between all parties hereto.

2. Term of Agreement. The term of this Agreement shall be from Effective Date through September 30, 2023 unless terminated earlier in accordance with the provisions of Section 3 below. Contractor and County may mutually agree in writing to extend the term of this Agreement, provided that Commission's maximum payment obligation in this Agreement does not increase as a result.

3. Termination.

a. 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. Adequate bases for termination for cause of this Agreement include, but are not limited to, the failure of Contractor to use Grant Funds in compliance with the terms of Section 1(b) hereof and the failure of Contractor to use the Property solely for the purposes set forth in Section 1(c) hereof.

b. Authority to Terminate. The County Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Health Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

c. Repayment of Grant Funds Upon Termination. If this Agreement is terminated for cause by the County, Contractor shall be obligated to repay the Grant Funds in full to the Commission. The repayment of Grant Funds shall be made in full within sixty (60) days after written notice of such termination for cause of this Agreement is provided to Contractor pursuant to Section 13 of this Agreement.

d. Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Section 6, Indemnification; (2) Section 10.d, Records Maintenance; (3) Section 10.d.i, Right to Audit, Inspect and Copy Records; (4) Section 10.m, Confidentiality; and (5) Section 14.e, Applicable Law and Forum.

4. Publicity. During the term of this Agreement, any publicity generated by Contractor for work performed or services offered or funded as a result of this Agreement shall make reference to the contribution of Commission in making the project possible.

5. Change in Funding. This Agreement is entered into on the parties' mutual expectation that the Commission will continue to receive Proposition 10 funding from the State of California. Notwithstanding any other provision of this Agreement, Commission retains the right in its sole discretion and without notice to terminate or reduce the amount payable under this Agreement in the event that the State of California does not fund or substantially reduces funding under Proposition 10.

6. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County and Commission, and to indemnify, hold harmless, and

release County and Commission 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 and Commission 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 the part of County or Commission, but to the extent required by law, excluding liability due to County's or Commission's sole or active negligent acts. County and Commission 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.

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 D, which is attached hereto and incorporated herein by this reference, which shall name the County of Sonoma and the Sonoma County First 5 Commission, their officers, employees, representatives, consultants, and agents as additional insureds on all insurance policies required by Exhibit D.

8. 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 and as set forth in Attachment C hereto, 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.

9. Extra or Changed Work. Additions or changes to the Project 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 total cost of the Project, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Head of the Department of Health Services in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work on the Project. 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. Contractor expressly acknowledges that no additions or changes to the Project shall entitle Contractor to any additional compensation whatsoever for the performance of additional or changed work, nor shall Contractor be entitled to payment of any amount above the Grant Amount, irrespective of any authorization by the County under this Agreement to augment or change the Project. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed with or without authorization of the County.

10. Representations of Contractor.

a. 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 Sections 3 or 5 above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

b. Licenses and Permits. Contractor warrants that it, and all subcontractors or other individuals and businesses performing services on behalf of Contractor under this Agreement, have all necessary licenses and permits required by the laws, rules and regulations of the United States of America, State of California, County of Sonoma, and local jurisdictions in which it may do business and/or provide Services, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, Contractor shall only contract with subcontractors that are insured and qualified to provide services under this Agreement, as applicable.

i. Contractor shall notify Commission immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers and exemptions required by federal, state or local laws, rules or regulations. The inability shall be cause for termination of this Agreement by Commission or County.

c. 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 Commission and County harmless from any liability which it may incur to the United States of America or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. Contractor agrees to furnish County with proof of payment of taxes on these earnings at any reasonable time upon County's request.

d. 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.

i. 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.

e. 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, hired or used as an independent contractor or subcontractor. 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.

f. Statutory Compliance. Contractor and its subcontractors agree to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement including the construction and renovation of the Property, as they exist now and as they are changed, amended or modified during the term of this Agreement.

g. 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.

h. 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.

i. 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 employees, 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 that 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.

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

k. 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.

l. Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

m. 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 shall survive termination of this Agreement.

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

o. 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 charge and without any compensation therefore until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 3; or (d) pursue any and all other remedies at law or in equity.

p. Assigned Personnel.

i. 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.

- ii. Any and all persons and entities 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.
- iii. 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.

q. Inspection Reports. Contractor shall provide Commission with any and all property inspection reports made in connection with the construction and renovation of Property, or made at any time during the term of this Agreement.

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 Section 11 limits County's right to terminate this Agreement pursuant to Section 3.

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/COMMISSION: Alfredo Perez, Executive Director
First 5 Sonoma County

Department of Health Services
490 Mendocino Avenue, Suite 202
Santa Rosa, CA 95401
Alfredo.Perez@sonoma-county.org
(707) 565-6627

TO CONTRACTOR:

Robin Bowen
California Parenting Institute
3650 Standish Avenue
Santa Rosa, CA 95407
RobinB@calparents.org
(707) 585-6108

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.

14. Miscellaneous Provisions.

- a. 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.
- b. 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.
- c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

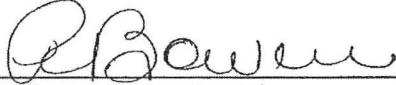
h. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

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

j. Compliance with laws, Prevailing Wages. Contractor understands that use of Commission funds in connection with the Project, and the services provided by Contractor as described in the Scope of Work in Exhibit C, may require the payment of prevailing wages in accordance with the Labor Code of the State of California. Contractor agrees to include a requirement in any contract for construction that all contractors, and all subcontractors at all levels, must comply with the requirements to pay prevailing wages as stated in the Labor Code of the State of California, and further agrees to provide reasonable documentation of such compliance promptly upon County's request.

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

Contractor:



Robin Bowen, Executive Director
California Parenting Institute


Date 6-18-13

COUNTY OF SONOMA on behalf of FIRST 5 SONOMA COUNTY:

Rita Scardaci, MPH, Director
Department of Health Services

Date _____

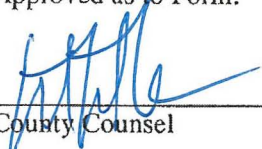
Certificates of Insurance or Appropriate Waivers on File with and Approved as to Substance for County:



Public Health Division Director or Designee

Date 6/29/13

Approved as to Form:



County Counsel

Date 7/29/2013

Description of Project

This project includes the construction and renovation a Parent Education Center at 3642 Standish Ave., Santa Rosa, California that will provide parents and their children who reside in Sonoma County with comprehensive parent education, support, resources and early mental health services. Families served at the Parent Education Center represent a wide-variety of demographics, including a range of socioeconomic status levels, ethnic and cultural backgrounds and psychosocial needs. Currently 68% of families served are Spanish-speaking and over 70% of families served live at or below poverty-level. The new Parent Education Center is specifically designed as a training and resource center for comprehensive parent education/consultation, early mental health services, and coordinated community resources.

Working with AXIA Architects, Contractor will transform 4,700 square feet of warehouse space (part of a larger complex acquired in 2000) into an efficient Parent Education Center with parent/child activity rooms, consultation/coaching rooms, workshop facilities and counseling spaces to support both the current and the future needs of Sonoma County families. Because Contractor is remodeling an already existing structure, the cost of creating this new Parent Education Center is much less than what would be needed to construct a new building. This is in line with Contractor's commitment to the efficient and economical use of its resources and aligned with a business plan written to insure the agency's long term success.

Project Costs

Building Construction: AXIA Architects have been developing the initial building plans and construction estimates. They provided the initial estimates for construction costs, which have since been revised due to permitting issues (need for an additional ADA bathroom) and the unanticipated need for a new roof. - \$850,000

Architects: AXIA Architects have been providing design and assisting in the permit process. They will be overseeing inspections during the construction phase - \$54,000

Furnishings/Equipment: Estimate for furnishings for the new lobby/reception area, classroom furniture, toys for children, large wall monitors, power point equipment, and computers for class presentations -\$35,718

Telecom: Wiring and telephone expansion - \$16,628

Total costs: \$956,346

Source of Funds:

\$350,000 – First 5 Sonoma County

\$ 40,000 – Codding Foundation

\$500,000 – Construction loan from First Community Bank

\$ 66,346 – To be raised from grants and/or donors within the community

\$956,346

Scope of Work

Key Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (Process Outputs)	Measurable Program Outcomes
1. Finalize building plans with County Permit Resource Management Department, architect and building contractor	By September 30, 2013	AXIA Architects	Building Dept will plan check and issue permit	N/A
2. Contract with general contractor will be finalized	By September 30, 2013	Coddling Construction	Construction begins	N/A
3. Construction completed	By October 31, 2013	Coddling Construction	Parent Education Center services begin on-site November 2013	N/A
4. Direct services provided – may include parent/child counseling, parent consultations, supervised visitation	November 1, 2013 through September 30, 2023	Exec. Director, Parent Resources Director, Clinic Director	Each fiscal year 100 unduplicated children aged 0-5 and/or their families will receive direct one-to-one services	80 % of parents (target = 80) each fiscal year will report learning new parenting skills and improvement of child behaviors, as measured by multiple pre-post assessments depending on program
5. Group services targeting ages 0-5 including play groups, workshops, classes, support groups	November 1, 2013 through September 30, 2023	Exec. Director, Parent Resources Director, Clinic Director	Each fiscal year 125 unduplicated children aged 0-5 will benefit from classes and group services targeted to ages 0-5	80% of parents (target = 100) each fiscal year will report improved parenting skills, improved confidence, and increased knowledge of child development, as measured by pre-post assessments
6. Group services for Families of all aged children including 0-5.	November 1, 2013 through September 30, 2023	Exec. Director, Parent Resources Director, Clinic Director	Each fiscal year 75 unduplicated children aged 0-5 will benefit from “all age” group services	80% of parents (target = 60) each fiscal year will report improved parenting skills, and improved anger management skills in themselves and their children, as measured by pre-post assessments

Key Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (Process Outputs)	Measurable Program Outcomes
7. Collect and maintain detailed demographic data on population(s) served	Ongoing	Program Directors: Parent Resources Director and Clinic Director	Duplicated and unduplicated counts of population(s) served to include: #s of children 0-5 served #s of parents served Gender, ethnicity, and primary language of <u>all</u> service recipients; and special need status of children served	N/A
8. Prepare and submit timely progress reports in a format approved by First 5, including data summaries with client profiles. Cooperate in site visits, and participate in the Commission's evaluation processes which may result in modification to the work plan and/or documentation procedures, as agreed to by the Commission and contractor.	Ongoing	Parent Resource Director will oversee collation of all data for reporting purposes	Yearly progress report due each year on 7/31. Report will include data as well as the narrative "story" about the successes, challenges and lessons learned during the reporting period	N/A
9. Acknowledge the funding and support received from First 5 Sonoma County in all communications with the public about the project or program as directed by the First 5 Sonoma County Communications Guidelines for Funded Programs.	Ongoing	Executive Director	N/A	

Insurance Requirements

Section I – Insurance to be Maintained by California Parenting Institute

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

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

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum 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. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- 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. The County of Sonoma, the Sonoma County First 5 Commission, their officers, employees, representatives, consultants, and agents 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 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 Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance:*

- i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii.** Certificate of Insurance.

3. Automobile Liability Insurance

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

4. Professional Liability/Errors and Omissions Insurance

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

5. Commercial Property and Loss of Use Insurance

- a.** Insurance covering Building and Structures located at 3642 Standish Avenue, Santa Rosa, CA 95407 (APN 134-102-083).
 - i.** The limit shall be no less than the full replacement cost of the Building and Structures, including additions and alterations under construction or renovation.
 - ii.** Loss valuation shall be on a replacement cost basis without deduction for depreciation if insured damage is repaired or replaced.
 - iii.** Insured perils shall be Special Form (all risks except as excluded).
 - iv.** The deductible shall be shown on the Evidence of Commercial Property Insurance or Certificate of Insurance. If the deductible exceeds \$25,000 it must be approved in advance by County.
 - v.** The policy shall be endorsed to cover Ordinance or Law with a minimum limit equal to 20% of the full replacement cost of the Building and Structures.
- b.** Insurance covering Business Personal Property located at 3642 Standish Avenue, Santa Rosa, CA.
 - i.** The limit shall be no less than the full replacement cost of Contractor's Business Personal Property.
 - ii.** Loss valuation shall be on a replacement cost basis without deduction for depreciation if damage is repaired or replaced.
 - iii.** Insured perils shall be Special Form (all risks except as excluded).
- c.** Extra Expense Insurance
 - i.** Insured perils shall be Special Form (all risks except as excluded).
 - ii.** The minimum limit shall be the amount needed by the Contractor to continue

operations for a 6 month period after an insured loss.

- d. Required Evidence of Insurance:** Evidence of Commercial Property Insurance or Certificate of Property Insurance.

6. Standards for Insurance Companies

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

7. Documentation

- a. The Certificate of Insurance must include the following reference: Agreement #6816-13-CAL-NV-025.
- 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 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is The County of Sonoma, the Sonoma County First 5 Commission, their officers, employees, representatives, consultants, and agents: 490 Mendocino Avenue, 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.

8. Policy Obligations

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

9. 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.

Section II – Insurance to be Maintained by Contractor's Subcontractors with respect to Construction and Renovation of the Property

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 minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against California Parenting Institute.
- d. *Required Evidence of Insurance:*
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

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 Subcontractor maintains higher limits than the specified minimum limits, California Parenting Institute and County require and shall be entitled to coverage for the higher limits maintained by Contractors.
- c. California Parenting Institute, its officers, agents and employees shall be additional insureds for liability arising out of ongoing and completed operations by or on behalf of subcontractor with respect to construction and renovation of the Property. Additional insured status for completed operations coverage shall continue for (1) year after completion of construction and renovation.
- d. County of Sonoma, the First 5 Sonoma County Commission, their officers, employees, representatives, consultants, and agents shall be additional insureds for liability arising out of subcontractor's ongoing operations. (Use ISO endorsement CG 20 26 or equivalent. Endorsement CG 20 10 or any other endorsement linking additional insured status to work performed FOR the additional insured is unacceptable).
- e. 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. Subcontractor is responsible for any deductible or self-insured retention and shall fund it upon written request of any additional insured, regardless of whether subcontractor has a claim against the insurance or is named as a party in any action involving the additional insureds.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. 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).
- h. The policy shall cover inter-insured suits between the additional insureds and subcontractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsements or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory with respect to the additional insureds; 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 vehicles if subcontractor owns vehicles.
- c. Insurance shall apply to hired and non-owned vehicles.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance (*Required only for Architects, Engineers and other Design Professionals*)

- 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. *Required Evidence of Insurance:* Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

AGREEMENT

BY AND BETWEEN

COUNTY OF SONOMA
FIRST 5 SONOMA COUNTY

AND

PETALUMA HEALTH CENTER, INC.

This agreement (“Agreement”), dated as of _____, 2013 (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”) on behalf of the First 5 Sonoma County Commission (hereinafter “Commission”) and Petaluma Health Center, Inc., a California nonprofit corporation (hereinafter “Contractor”).

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified non-profit corporation, experienced in providing comprehensive health services;

WHEREAS, the Commission is not a legal entity separate from the County but exercises independent discretion under Proposition 10, and use of the term “County” in this Contract necessarily includes the Commission;

WHEREAS, pursuant to Proposition 10, the Commission has adopted a Strategic Plan in accordance with Health & Safety Code section 130140 describing programs, services, and projects to be provided, sponsored or facilitated by the Commission;

WHEREAS, Commission desires to allocate Proposition 10 resources to increase health access to children ages 0-5 in accordance with the program goals and objectives outlined in the First 5 Sonoma County Strategic Plan;

WHEREAS, an application has been submitted to the Commission for funding a project described generally as “Development of a Women, Infants, and Children (WIC) Site” (hereinafter the “Project”) as described more particularly in Exhibit A;

WHEREAS, the application requests that the Commission provide funding to enable the Contractor to renovate that certain real property located at 1179 North McDowell Blvd, Petaluma, CA 94954 (APN 137-110-046) (hereinafter referred to as “Property”); and

WHEREAS, in the judgment of the Commission, provision of funding on the terms and conditions described below is in furtherance of its Strategic Plan and in furtherance of the purposes of Proposition 10.

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

A G R E E M E N T

1. Grant Amount. In consideration for Contractor's performance of its obligations under this Agreement, Commission agrees to grant to Contractor the sum of two hundred and fifty thousand dollars (\$250,000) paid in accordance with the terms and conditions set forth in this Agreement ("Grant Funds").

a. Payment of Grant Funds to Contractor. Grant Funds will be paid in advance no later than thirty (30) days after all parties have executed this Agreement.

b. Use of Grant Funds. Contractor shall use Commission funds only for the construction and renovation of the Property at a total cost as set forth in Exhibit B. Said use of Grant Funds shall be limited to: (a) construction and renovation of the Property as described in this Agreement and the exhibits hereto; (b) repayment of other loans solely made for the construction and renovation of the Property as described in this Agreement and the exhibits hereto; and (c) construction costs (including architect and engineering costs) and fees imposed by public agencies for any addition or expansion of the improvements to the Property as such are described in this Agreement and the exhibits hereto, including necessary repairs.

c. Purpose and Time Restriction on Use of Property. For a period of ten (10) years following payment of Grant Funds to Contractor ("Grant Period"), Contractor agrees that the Property shall be used for the purposes set forth in Exhibit C including:

- i. Supplemental nutrition program per USDA guidelines serving
 1. Pregnant women throughout pregnancy and up to six weeks after birth or after pregnancy
 2. Breastfeeding women up to infant's first birthday
 3. Non-breastfeeding postpartum women up to six months after the birth of an infant or after pregnancy ends
 4. Children up to their fifth birthday
- ii. Nutrition education and counseling
- iii. Screening and referrals to other health, welfare, and social services
- iv. Vouchers for supplemental nutritious food

Contractor agrees that the WIC office located on the Property may not be used for any other purpose during the Grant Period without the written approval of the Commission.

d. Annual Use of Property Report. Not later than _____ of each calendar year during the Grant Period, Contractor shall submit an Annual Use of Property Report to Commission documenting the use of property in the previous year. The Annual Use of Property Report prepared for any year in which the construction and improvements to the Property as described in Exhibit C hereto are ongoing shall set forth the amount of the Grant Funds expended in that year, and the expenses to which such funds were applied. The Annual

Use of Property Report for each year of the Grant Period shall include confirmation that Contractor is providing space for the implementation of WIC services. Within thirty (30) days of receipt of the Annual Use of Property Report, Commission shall determine to its reasonable satisfaction that Contractor has complied with the purpose of this Agreement. Contractor agrees that if Grant Funds are not used for the purposes set forth in this Paragraphs 1.b and 1.c of this Agreement, Contractor shall return the funds to Commission.

e. Maximum Payment Obligation. The maximum payment obligation of Commission to Contractor under this Agreement shall be two hundred and fifty thousand dollars (\$250,000).

f. Payment Withhold. 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.

i. 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 Section 13 of this Agreement. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

g. Overpayment. It is anticipated by the parties, as set forth in the Project Costs, attached hereto as Exhibit B, that the total cost of the Project shall exceed the amount of the Grant Funds. If, upon completion of the work on the Property as described in Exhibit C, the amount of Grant Funds paid to Contractor pursuant to this Agreement exceeds the total costs expended for allowable uses of Grant Funds under section 1(b) hereof, Contractor shall return the amount of such overpayment to Commission or, at Commission's option, permit Commission to offset the amount of such overpayment against any other agreement between all parties hereto.

2. Term of Agreement. The term of this Agreement shall be from Effective Date through December 31, 2023 unless terminated earlier in accordance with the provisions of Section 3 below. Contractor and County may mutually agree in writing to extend the term of this Agreement, provided that Commission's maximum payment obligation in this Agreement does not increase as a result.

3. Termination.

a. 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. Adequate bases for termination for cause of this Agreement include, but are not limited to, the failure of Contractor to use Grant Funds in compliance with the terms of Section 1(b) hereof and the failure of Contractor to use the Property solely for the purposes set forth in Section 1(c) hereof.

b. Authority to Terminate. The County Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Health Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

c. Repayment of Grant Funds Upon Termination. If this Agreement is terminated for cause by the County, Contractor shall be obligated to repay the Grant Funds in full to the Commission. The repayment of Grant Funds shall be made in full within sixty (60) days after written notice of such termination for cause of this Agreement is provided to Contractor pursuant to Section 13 of this Agreement.

d. Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Section 6, Indemnification; (2) Section 10.d, Records Maintenance; (3) Section 10.d.i, Right to Audit, Inspect and Copy Records; (4) Section 10.m, Confidentiality; and (5) Section 14.e, Applicable Law and Forum.

4. Publicity. During the term of this Agreement, any publicity generated by Contractor for work performed or services offered or funded as a result of this Agreement shall make reference to the contribution of Commission in making the project possible.

5. Change in Funding. This Agreement is entered into on the parties' mutual expectation that the Commission will continue to receive Proposition 10 funding from the State of California. Notwithstanding any other provision of this Agreement, Commission retains the right in its sole discretion and without notice to terminate or reduce the amount payable under this Agreement in the event that the State of California does not fund or substantially reduces funding under Proposition 10.

6. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County and Commission, and to indemnify, hold harmless, and release County and Commission 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 and Commission 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 the part of County or Commission, but to the extent required by law, excluding liability due to County's or Commission's sole or active negligent acts. County and Commission 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.

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 D, which is attached hereto and incorporated herein by this reference, which shall name the County of Sonoma and the Sonoma County First 5 Commission, their officers, employees, representatives, consultants, and agents as additional insureds on all insurance policies required by Exhibit D.

8. 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 and as set forth in Attachment C hereto, 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.

9. Extra or Changed Work. Additions or changes to the Project 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 total cost of the Project, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Head of the Department of Health Services in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work on the Project. 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. Contractor expressly acknowledges that no additions or changes to the Project shall entitle Contractor to any additional compensation whatsoever for the performance of additional or changed work, nor shall Contractor be entitled to payment of any amount above the Grant Amount, irrespective of any authorization by the County under this Agreement to augment or change the Project. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed with or without authorization of the County.

10. Representations of Contractor.

a. 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 Sections 3 or 5 above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

b. Licenses and Permits. Contractor warrants that it, and all subcontractors or other individuals and businesses performing services on behalf of Contractor under this Agreement, have all necessary licenses and permits required by the laws, rules and regulations of the United States of America, State of California, County of Sonoma, and local jurisdictions in which it may do business and/or provide Services, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, Contractor shall only contract with subcontractors that are insured and qualified to provide services under this Agreement, as applicable.

i. Contractor shall notify Commission immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers and exemptions required by federal, state or local laws, rules or regulations. The inability shall be cause for termination of this Agreement by Commission or County.

c. 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 Commission and County harmless from any liability which it may incur to the United States of America or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. Contractor agrees to furnish County with proof of payment of taxes on these earnings at any reasonable time upon County's request.

d. 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.

i. 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.

e. 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, hired or used as an independent contractor or subcontractor. 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.

f. Statutory Compliance. Contractor and its subcontractors agree to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement including the construction and renovation of the Property, as they exist now and as they are changed, amended or modified during the term of this Agreement.

g. 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.

h. 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.

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

j. 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.

k. Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

l. 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 shall survive termination of this Agreement.

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

n. 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 charge and without any compensation therefore until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 3; or (d) pursue any and all other remedies at law or in equity.

o. Assigned Personnel.

- i. 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.
- ii. Any and all persons and entities 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.
- iii. 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.

p. Inspection Reports. Contractor shall provide Commission with any and all property inspection reports made in connection with the construction and renovation of Property, or made at any time during the term of this Agreement.

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 Section 11 limits County's right to terminate this Agreement pursuant to Section 3.

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/COMMISSION: Alfredo Perez, Executive Director
First 5 Sonoma County Commission
Department of Health Services
490 Mendocino Avenue, Suite 202
Santa Rosa, CA 95401
(707) 565-6680 main / (707) 565-6619 fax
alfredo.perez@sonoma-county.org

TO CONTRACTOR: Kathie Powell, Chief Executive Officer
Petaluma Health Center
1179 North McDowell Blvd.
Petaluma, CA 94954
(707) 559-7577
kathiep@phealthcenter.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.

14. Miscellaneous Provisions.

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.


h. 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.

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

j. Compliance with laws, Prevailing Wages. Contractor understands that use of Commission funds in connection with the Project, and the services provided by Contractor as described in the Scope of Work in Exhibit C, may require the payment of prevailing wages in accordance with the Labor Code of the State of California. Contractor agrees to include a requirement in any contract for construction that all contractors, and all subcontractors at all levels, must comply with the requirements to pay prevailing wages as stated in the Labor Code of the State of California, and further agrees to provide reasonable documentation of such compliance promptly upon County's request.

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

Contractor:



Kathie Powell, Chief Executive Officer
Petaluma Health Center, Inc.

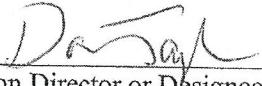
Date 6-26-13

COUNTY OF SONOMA on behalf of FIRST 5 SONOMA COUNTY:

Rita Scardaci, MPH, Director
Department of Health Services

Date _____

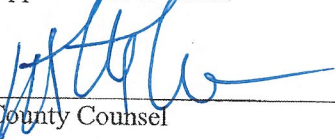
Certificates of Insurance or Appropriate Waivers on File with and Approved as to Substance for County:



Division Director or Designee
Public Health Division

Date 6/28/13

Approved as to Form:



County Counsel

Date 7/29/13

Description of Project

WIC at A Glance

The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) within the United States Department of Agriculture (USDA) provides Federal grants to states for supplemental foods, health care referrals, and nutrition education.

Population Served

The WIC target population is low-income, nutritionally at risk:

- Pregnant women (through pregnancy and up to six weeks after birth or after pregnancy ends)
- Breastfeeding women (up to infant's first birthday)
- Non-breastfeeding postpartum women (up to 6 months after the birth of an infant or after pregnancy ends)
- Infants (up to first birthday)
- Children up to their fifth birthday

Benefits

The following benefits are provided to WIC participants:

- Supplemental nutritious foods
- Nutrition education and counseling at WIC clinics
- Screening and referrals to other health, welfare and social services

Program Delivery

WIC is not an entitlement program as Congress does not set aside funds to allow every eligible individual to participate in the program. WIC is a Federal grant program for which Congress authorizes a specific amount of funds each year for the program. WIC is administered at the Federal level by the USDA Food and Nutrition Service (FNS).

WIC Office Addition

The project consists of building a 900 square foot office space for WIC occupancy to allow easy access to its services for both Petaluma Health Center patients as well as families seeking WIC services. Families served at Petaluma Health Center and WIC will benefit from increased coordination of their care and improved efficiencies. Clients will be offered one-stop shopping for their health and wellness needs. Petaluma Health Center will provide medical, dental, behavioral health services, social service referrals, and exercise programs. WIC will provide services related to nutrition, healthy habits, breastfeeding support, and newborn and infant feeding behaviors according to USDA regulations.

Project Costs

Building Renovation	\$ 189,000
Building Fees	\$ 30,000
Contingency	\$ 25,000
Architecture/Engineering	\$ 24,502
Construction Management	<u>\$ 30,000</u>
Total Costs	<u><u>\$ 298,502</u></u>

Source of Funds:

Organizational Funds	\$ 48,502
First 5 Sonoma County	<u>\$ 250,000</u>
Total Funding	<u><u>\$ 298,502</u></u>

Scope of Work

Organization: Petaluma Health Center (PHC)

Project Title: WIC office addition

Project Summary: PHC will build out a 900 sq. ft. office space for WIC occupancy to allow easy access to its services for both PHC patients as well as other community families seeking WIC services.

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
1. Refine schematic design with WIC and complete M.E.P. engineering for bid and permit plan production.	By 9/1/13	PHC Construction Project Mgr.	Construction drawings and specifications completed.	N/A
2. Obtain building permits and buy out construction contractor selection and order long lead time materials.	By 10/1/13	PHC Construction Project Mgr.	Building permit from City of Petaluma obtained. Contract in place with general contractor.	N/A
3. Commence renovation construction.	By 11/1/13	PHC Construction Project Mgr.	Construction completed. Certificate of occupancy obtained.	N/A
4. WIC services will be offered on site such as nutrition, healthy habits, breastfeeding support, and newborn and infant feeding behaviors according to USDA regulations.	Ongoing through December 31, 2023	Chief Executive Officer	Annual reports due by January 31 each year.	N/A

Insurance Requirements

Section I – Insurance to be maintained by Petaluma Health Center

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of this Agreement. 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 minimum 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. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- 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. The County of Sonoma, the Sonoma County First 5 Commission, their officers, employees, representatives, consultants, and agents 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 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 Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. Required Evidence of Insurance:

- i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii.** Certificate of Insurance.

3. Automobile Liability Insurance

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

4. Professional Liability/Errors and Omissions Insurance

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

5. Commercial Property and Loss of Use Insurance

- a.** Insurance covering Building and Structures located at 1179 North McDowell Blvd, Petaluma, CA 94954 (APN 137-110-046).
- b.** The limit shall be no less than the full replacement cost of the Building and Structures, including additions and alterations under construction or renovation.
- c.** Loss valuation shall be on a replacement cost basis without deduction for depreciation if insured damage is repaired or replaced.
- d.** Insured perils shall be Special Form (all risks except as excluded).
- e.** The deductible shall be shown on the Evidence of Commercial Property Insurance or Certificate of Insurance. If the deductible exceeds \$25,000 it must be approved in advance by County.
- f.** The policy shall be endorsed to cover Ordinance or Law with a minimum limit equal to 20% of the full replacement cost of the Building and Structures.
- g.** Insurance covering Business Personal Property located at 1179 North McDowell Blvd, Petaluma, CA.
 - i.** The limit shall be no less than the full replacement cost of Contractor's Business Personal Property.
 - ii.** Loss valuation shall be on a replacement cost basis without deduction for depreciation if damage is repaired or replaced.
 - iii.** Insured perils shall be Special Form (all risks except as excluded).
- h.** Extra Expense Insurance
 - i.** Insured perils shall be Special Form (all risks except as excluded).
 - ii.** The minimum limit shall be the amount needed by the Contractor to continue operations for a 6 month period after an insured loss.
- i.** Required Evidence of Insurance: Evidence of Commercial Property Insurance or Certificate of Property Insurance.

6. Standards for Insurance Companies

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

7. Documentation

- a. The Certificate of Insurance must include the following reference: County of Sonoma
- 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 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is The County of Sonoma, the Sonoma County First 5 Commission, their officers, employees, representatives, consultants, and agents: County of Sonoma DHS Contract & Board Item Development Unit, 3313 Chanate Road, Santa Rosa, CA 95404.
- 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.

8. Policy Obligations

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

9. 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.

Section II – Insurance to be Maintained by Contractor's Subcontractors with respect to Construction and Renovation of the Property

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 minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Petaluma Health Center, Inc.
- d. *Required Evidence of Insurance:*
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

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 Subcontractor maintains higher limits than the specified minimum limits, Contractor and County require and shall be entitled to coverage for the higher limits maintained by Contractors.
- c. Petaluma Health Center, Inc., its officers, agents and employees shall be additional insureds for liability arising out of ongoing and completed operations by or on behalf of subcontractor with respect to

construction and renovation of the Property. Additional insured status for completed operations coverage shall continue for (1) year after completion of construction and renovation.

- d. County of Sonoma, the First 5 Sonoma County Commission, their officers, employees, representatives, consultants, and agents shall be additional insureds for liability arising out of subcontractor's ongoing operations. (Use ISO endorsement CG 20 26 or equivalent. Endorsement CG 20 10 or any other endorsement linking additional insured status to work performed FOR the additional insured is unacceptable).
- e. 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. Subcontractor is responsible for any deductible or self-insured retention and shall fund it upon written request of any additional insured, regardless of whether subcontractor has a claim against the insurance or is named as a party in any action involving the additional insureds.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. 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).
- h. The policy shall cover inter-insured suits between the additional insureds and subcontractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsements or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory with respect to the additional insureds; 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 vehicles if subcontractor owns vehicles.
- c. Insurance shall apply to hired and non-owned vehicles.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance (*Required only for Architects, Engineers and other Design Professionals*)

- 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. *Required Evidence of Insurance:* Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

AGREEMENT

BY AND BETWEEN

COUNTY OF SONOMA
FIRST 5 SONOMA COUNTY

AND

ALLIANCE MEDICAL CENTER

This agreement (“Agreement”), dated as of _____, 2013 (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”) on behalf of the First 5 Sonoma County Commission (hereinafter “Commission”) and Alliance Medical Center, a California non-profit corporation (hereinafter “Contractor”).

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified licensed medical clinic, experienced in providing pediatric dental services;

WHEREAS, the Commission is not a legal entity separate from the County but exercises independent discretion under Proposition 10, and use of the term “County” in this Contract necessarily includes the Commission;

WHEREAS, pursuant to Proposition 10, the Commission has adopted a Strategic Plan in accordance with Health & Safety Code section 130140 describing programs, services, and projects to be provided, sponsored or facilitated by the Commission;

WHEREAS, Commission desires to allocate Proposition 10 resources to expand dental care services to children ages 0-5, and pregnant and post partum mothers in accordance with the program goals and objectives outlined in the First 5 Sonoma County Strategic Plan;

WHEREAS, an application has been submitted to the Commission for funding a project described generally as “Pediatric Dental Expansion Project” (hereinafter the “Project”) as described more particularly in Exhibit A;

WHEREAS, the application requests that the Commission provide funding to enable the Contractor to renovate that certain real property located at 1381 University Avenue, Healdsburg, CA 95448 (hereinafter referred to as “Property”); and

WHEREAS, in the judgment of the Commission, provision of funding on the terms and conditions described below is in furtherance of its Strategic Plan and in furtherance of the purposes of Proposition 10.

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

A G R E E M E N T

1. Grant Amount. In consideration for Contractor's performance of its obligations under this Agreement, Commission agrees to grant to Contractor the sum of five hundred sixteen thousand nine hundred twenty four dollars (\$516,924) paid in accordance with the terms and conditions set forth in this Agreement ("Grant Funds").

a. Payment of Grant Funds to Contractor. Grant Funds will be paid in advance no later than thirty (30) days after all parties have executed this Agreement.

b. Use of Grant Funds. Contractor shall use Commission funds only for the construction and renovation of the Property at a total cost as set forth in Exhibit B. Said use of Grant Funds shall be limited to: (a) construction and renovation of the Property as described in this Agreement and the exhibits hereto; (b) repayment of other loans solely made for the construction and renovation of the Property as described in this Agreement and the exhibits hereto; and (c) construction costs (including architect and engineering costs) and fees imposed by public agencies for any addition or expansion of the improvements to the Property as such are described in this Agreement and the exhibits hereto, including necessary repairs.

c. Purpose and Time Restriction on Use of Property. For a period of ten (10) years following payment of Grant Funds to Contractor ("Grant Period"), Contractor agrees that the Property shall be used for the purposes set forth in Exhibit C including:

1. Dental care to children ages 0-5 in northern Sonoma County
2. Dental care to pregnant and post partum women in northern Sonoma County

d. Annual Use of Property Report. Not later than 30 days after the end of each calendar year during the Grant Period, Contractor shall submit an Annual Use of Property Report to Commission documenting the use of property in the previous year. The Annual Use of Property Report prepared for any year in which the construction and improvements to the Property as described in Exhibit C hereto are ongoing shall set forth the amount of the Grant Funds expended in that year, and the expenses to which such funds were applied. The Annual Use of Property Report for each year of the Grant Period shall include the number of children ages 0-5 and pregnant or post partum women served, and the types of services provided to them regarding dental care. Within thirty (30) days of receipt of the Annual Use of Property Report, Commission shall determine to its reasonable satisfaction that Contractor has complied with the purpose of this Agreement. Contractor agrees that if Grant Funds are not used for the purposes set forth in this Paragraphs 1.b and 1.c of this Agreement, Contractor shall return the funds to Commission.

e. Maximum Payment Obligation. The maximum payment obligation of Commission to Contractor under this Agreement shall be five hundred sixteen thousand nine hundred twenty four dollars (\$516,924).

f. Payment Withhold. 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.

i. 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 Section 13 of this Agreement. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

g. Overpayment. It is anticipated by the parties, as set forth in the Project Costs, attached hereto as Exhibit B, that the total cost of the Project shall exceed the amount of the Grant Funds. If, upon completion of the work on the Property as described in Exhibit C, the amount of Grant Funds paid to Contractor pursuant to this Agreement exceeds the total costs expended for allowable uses of Grant Funds under section 1(b) hereof, Contractor shall return the amount of such overpayment to Commission or, at Commission's option, permit Commission to offset the amount of such overpayment against any other agreement between all parties hereto.

2. Term of Agreement. The term of this Agreement shall be from Effective Date through September 30, 2023 unless terminated earlier in accordance with the provisions of Section 3 below. Contractor and County may mutually agree in writing to extend the term of this Agreement, provided that Commission's maximum payment obligation in this Agreement does not increase as a result.

3. Termination.

a. 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. Adequate bases for termination for cause of this Agreement include, but are not limited to, the failure of Contractor to use Grant Funds in compliance with

the terms of Section 1(b) hereof and the failure of Contractor to use the Property solely for the purposes set forth in Section 1(c) hereof.

b. Authority to Terminate. The County Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Health Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

c. Repayment of Grant Funds Upon Termination. If this Agreement is terminated for cause by the County, Contractor shall be obligated to repay the Grant Funds in full to the Commission. The repayment of Grant Funds shall be made in full within sixty (60) days after written notice of such termination for cause of this Agreement is provided to Contractor pursuant to Section 13 of this Agreement.

d. Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Section 6, Indemnification; (2) Section 10.d, Records Maintenance; (3) Section 10.d.i, Right to Audit, Inspect and Copy Records; (4) Section 10.m, Confidentiality; and (5) Section 14.e, Applicable Law and Forum.

4. Publicity. During the term of this Agreement, any publicity generated by Contractor for work performed or services offered or funded as a result of this Agreement shall make reference to the contribution of Commission in making the project possible.

5. Change in Funding. This Agreement is entered into on the parties' mutual expectation that the Commission will continue to receive Proposition 10 funding from the State of California. Notwithstanding any other provision of this Agreement, Commission retains the right in its sole discretion and without notice to terminate or reduce the amount payable under this Agreement in the event that the State of California does not fund or substantially reduces funding under Proposition 10.

6. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County and Commission, and to indemnify, hold harmless, and release County and Commission 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 and Commission 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 the part of County or Commission, but to the extent required by law, excluding liability due to County's or Commission's sole or active negligent acts. County and Commission 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.

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 D, which is attached hereto and incorporated herein by this reference, which shall name the County of Sonoma and the Sonoma County First 5 Commission, their officers, employees, representatives, consultants, and agents as additional insureds on all insurance policies required by Exhibit D.

8. 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 and as set forth in Attachment C hereto, 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.

9. Extra or Changed Work. Additions or changes to the Project 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 total cost of the Project, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Head of the Department of Health Services in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work on the Project. 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. Contractor expressly acknowledges that no additions or changes to the Project shall entitle Contractor to any additional compensation whatsoever for the performance of additional or changed work, nor shall Contractor be entitled to payment of any amount above the Grant Amount, irrespective of any authorization by the County under this Agreement to augment or change the Project. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed with or without authorization of the County.

10. Representations of Contractor.

a. 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 Sections 3 or 5 above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

b. Licenses and Permits. Contractor warrants that it, and all subcontractors or other individuals and businesses performing services on behalf of Contractor under this Agreement, have all necessary licenses and permits required by the laws, rules and regulations of the United

States of America, State of California, County of Sonoma, and local jurisdictions in which it may do business and/or provide Services, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, Contractor shall only contract with subcontractors that are insured and qualified to provide services under this Agreement, as applicable.

i. Contractor shall notify Commission immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers and exemptions required by federal, state or local laws, rules or regulations. The inability shall be cause for termination of this Agreement by Commission or County.

c. 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 Commission and County harmless from any liability which it may incur to the United States of America or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. Contractor agrees to furnish County with proof of payment of taxes on these earnings at any reasonable time upon County's request.

d. 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.

i. 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.

e. 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, hired or used as an independent contractor or subcontractor. 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.

f. Statutory Compliance. Contractor and its subcontractors agree to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement including the construction and renovation of the Property, as they exist now and as they are changed, amended or modified during the term of this Agreement.

g. 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.

h. 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.

i. 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 employees, 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 that 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.

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

k. 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.

l. Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

m. 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 shall survive termination of this Agreement.

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

o. 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 charge and without any compensation therefore until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 3; or (d) pursue any and all other remedies at law or in equity.

p. Assigned Personnel.

- i. 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.
- ii. Any and all persons and entities 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.
- iii. 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.

q. Inspection Reports. Contractor shall provide Commission with any and all property inspection reports made in connection with the construction and renovation of Property, or made at any time during the term of this Agreement.

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 Section 11 limits County's right to terminate this Agreement pursuant to Section 3.

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/COMMISSION: Alfredo Perez, Executive Director
First 5 Sonoma County Commission
Department of Health Services
490 Mendocino Avenue, Suite 202
Santa Rosa, CA 95401
(707) 565-6680 main / (707) 565-6619 fax
alfredo.perez@sonoma-county.org

TO CONTRACTOR: Beatrice Bostick, CEO
Alliance Medical Center
1179 North McDowell Blvd.
Healdsburg, CA 95448
(707) 431-1427
bbostick@alliancemed.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.

14. Miscellaneous Provisions.

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

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

j. Compliance with laws, Prevailing Wages. Contractor understands that use of Commission funds in connection with the Project, and the services provided by Contractor as described in the Scope of Work in Exhibit C, may require the payment of prevailing wages in accordance with the Labor Code of the State of California. Contractor agrees to include a requirement in any contract for construction that all contractors, and all subcontractors at all levels, must comply with the requirements to pay prevailing wages as stated in the Labor Code of the State of California, and further agrees to provide reasonable documentation of such compliance promptly upon County's request.

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

Contractor:



Date 7/02/2013

Beatrice Bostick, CEO
Alliance Medical Center

COUNTY OF SONOMA on behalf of FIRST 5 SONOMA COUNTY:

Date _____

Rita Scardaci, MPH, Director
Department of Health Services

Certificates of Insurance or Appropriate Waivers on File with and Approved as to Substance for County:



Date 7/12/13

Division Director or Designee
Public Health Division

Approved as to Form:



Date 7/29/13

County Counsel

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

Contractor:



7/02/2013

Date

Beatrice Bostick, CEO
Alliance Medical Center

COUNTY OF SONOMA on behalf of FIRST 5 SONOMA COUNTY:

Date

Rita Scardaci, MPH, Director
Department of Health Services

Certificates of Insurance or Appropriate Waivers on File with and Approved as to Substance for County:



Date

7/12/13

Division Director or Designee
Public Health Division

Approved as to Form:

Date

County Counsel

Description of Project

This project is designed to support expansion of dental care targeted specifically to children ages 0-5 and pregnant and post partum mothers in northern Sonoma County. The capital funding will:

- Renovate 392 square feet of space in Alliance Medical Center's main Healdsburg dental clinic and equip two new dental operatories which will be designed and dedicated to pediatric oral health care.

The remodeling will require some demolition and reconfiguration of adjoining areas. The construction of the operatory rooms will include plumbing, electrical, HVAC, vacuum system, sheetrock, painting, and construction of replacement offices in the former medical records office.

- Add mobile dental equipment and digital dental x-ray equipment at Alliance Medical Center's (AMC) Windsor clinic, and at Alliance Medical Center's neighboring clinic, Alexander Valley Healthcare (AVH) in Cloverdale, to facilitate screening, consultation and expand AVH referrals to AMC's dental clinic.

The new equipment will allow expanded treatment, application of fluoride varnishes, and oral health education to reduce early childhood caries at both its Healdsburg and Windsor sites through a soft handoff from medical providers.

Project Costs

Building Renovation	\$ 200,926
Equipment Purchase	\$ 248,562
Fees	\$ 67,000
Contingency	\$ 90,732
Project Management	<u>\$ 84,704</u>
Total Costs	<u><u>\$ 691,924</u></u>

Source of Funds:

Private Funds	\$ 125,000
Organizational Funds	\$ 50,000
First 5 Sonoma County	<u>\$ 516,924</u>
Total Funding	<u><u>\$ 691,924</u></u>

Scope of Work

Organization: Alliance Medical Center

Project Title: Pediatric Dental Expansion

Project Summary: The Pediatric Dental Expansion Project is a capital funding project designed to support expansion of dental care targeted specifically to children ages 0-5 and pregnant and post partum mothers in northern Sonoma County.

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
1. Place order for mobile dental equipment, including x-ray unit, for Windsor site and x-ray unit and software for Cloverdale site.	By 9/15/13	Project Manager and Chief Operating Officer	Equipment bids and equipment order placed.	N/A
2. Purchase added software licenses and connect main Dentrix® electronic dental records and satellite sites.	By 11/15/13	Chief Information Officer and Dental Director	Data link established, and first oral exam results and first digital x-ray uploaded.	<p>Medical providers at remote sites can access whether patients have received dental services.</p> <p>Digital x-rays and dental notes from satellite patients are accessible when patients are served in Healdsburg.</p>
3. Complete detailed architectural drawings and documents for submission with permit application.	By 10/31/13	Architect	Plans and permit paperwork are completed.	N/A
4. Submit permit application to the City of Healdsburg, and follow up until permits are issued.	11/30/13 – 1/14/14	Architect and Project Manager	Building permit is issued.	N/A

Exhibit C

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
5. Develop bidding documents and solicit three or more contractor bids.	By 12/30/13	Architect and Project Manager	A contractor bid is accepted. Signed contractor contract is in place.	N/A
6. Renovations made to space in Healdsburg clinic.	By 1/15/14 – 3/31/14	Contractor	Contractor to provide construction reports.	N/A
7. Order dental equipment and supplies for two new operatories.	3/31/14 – 4/30/14	Chief Operating Officer, Project Manager, and Dental Director	All dental equipment is received.	N/A
8. Develop updated referral processes between sites.	By 4/15/14	Dental Director, Chief Information Officer, Medical Director and Pediatrician	Online referral system and streamlined appointment process is in place.	N/A
9. New dental operatories are operational.	By 5/1/14 and ongoing	Project Manager and Dental Director	A minimum of 1,885 unduplicated Sonoma County children ages 0-5 will receive dental care in each fiscal year. A minimum of 330 unduplicated prenatal and postnatal Sonoma County women will receive dental care in each fiscal year.	N/A

Insurance Requirements

Section I – Insurance to be Maintained by Alliance Medical Center

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of this Agreement. 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 minimum 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. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- 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. The County of Sonoma, the Sonoma County First 5 Commission, their officers, employees, representatives, consultants, and agents 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 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 Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

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

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or 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. Commercial Property and Loss of Use Insurance

- a. Insurance covering Building and Structures located at 1381 University Avenue, Healdsburg, CA 95448.
- b. The limit shall be no less than the full replacement cost of the Building and Structures, including additions and alterations under construction or renovation.
- c. Loss valuation shall be on a replacement cost basis without deduction for depreciation if insured damage is repaired or replaced.
- d. Insured perils shall be Special Form (all risks except as excluded).
- e. The deductible shall be shown on the Evidence of Commercial Property Insurance or Certificate of Insurance. If the deductible exceeds \$25,000 it must be approved in advance by County.
- f. The policy shall be endorsed to cover Ordinance or Law with a minimum limit equal to 20% of the full replacement cost of the Building and Structures.
- g. Insurance covering Business Personal Property located at 1381 University Avenue, Healdsburg, CA.
 - i. The limit shall be no less than the full replacement cost of Contractor’s Business Personal Property.
 - ii. Loss valuation shall be on a replacement cost basis without deduction for depreciation if damage is repaired or replaced.
 - iii. Insured perils shall be Special Form (all risks except as excluded).

- h. Extra Expense Insurance
 - i. Insured perils shall be Special Form (all risks except as excluded).
 - ii. The minimum limit shall be the amount needed by the Contractor to continue operations for a 6 month period after an insured loss.
- i. Required Evidence of Insurance: Evidence of Commercial Property Insurance or Certificate of Property Insurance.

6. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

7. Documentation

- a. The Certificate of Insurance must include the following reference: County of Sonoma.
- 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 – 5 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is The County of Sonoma, the Sonoma County First 5 Commission, their officers, employees, representatives, consultants, and agents: County of Sonoma (DHS) Contract & Board Item Development Unit, 3313 Chanate Road, Santa Rosa, CA 95404.
- 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.

8. Policy Obligations

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

9. 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.

Section II – Insurance to be Maintained by Contractor's Subcontractors with respect to Construction and Renovation of the Property

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 minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.

- c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Alliance Medical Center.
- d. *Required Evidence of Insurance:*
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

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 Subcontractor maintains higher limits than the specified minimum limits, Contractor and County require and shall be entitled to coverage for the higher limits maintained by Contractors.
- c. Alliance Medical Center, its officers, agents and employees shall be additional insureds for liability arising out of ongoing and completed operations by or on behalf of subcontractor with respect to construction and renovation of the Property. Additional insured status for completed operations coverage shall continue for (1) year after completion of construction and renovation.
- d. County of Sonoma, the First 5 Sonoma County Commission, their officers, employees, representatives, consultants, and agents shall be additional insureds for liability arising out of subcontractor's ongoing operations. (Use ISO endorsement CG 20 26 or equivalent. Endorsement CG 20 10 or any other endorsement linking additional insured status to work performed FOR the additional insured is unacceptable).
- e. 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. Subcontractor is responsible for any deductible or self-insured retention and shall fund it upon written request of any additional insured, regardless of whether subcontractor has a claim against the insurance or is named as a party in any action involving the additional insureds.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. 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).
- h. The policy shall cover inter-insured suits between the additional insureds and subcontractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsements or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory with respect to the additional insureds; 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 vehicles if subcontractor owns vehicles.
- c. Insurance shall apply to hired and non-owned vehicles.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

- 4. Professional Liability/Errors and Omissions Insurance** (*Required only for Architects, Engineers and other Design Professionals*)
 - a.** Minimum Limit: \$1,000,000 per claim or 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.** *Required Evidence of Insurance:* Certificate of Insurance.

- 5. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

AGREEMENT
BY AND BETWEEN
COUNTY OF SONOMA
FIRST 5 SONOMA COUNTY
AND
SANTA ROSA COMMUNITY HEALTH CENTERS

This agreement (“Agreement”), dated as of _____, 2013 (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”) on behalf of the First 5 Sonoma County Commission (hereinafter “Commission”) and Santa Rosa Community Health Centers, a California tax-exempt non-profit corporation (hereinafter “Contractor”).

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified licensed federally qualified health center, experienced in providing pediatric dental services;

WHEREAS, the Commission is not a legal entity separate from the County but exercises independent discretion under Proposition 10, and use of the term “County” in this Contract necessarily includes the Commission;

WHEREAS, pursuant to Proposition 10, the Commission has adopted a Strategic Plan in accordance with Health & Safety Code section 130140 describing programs, services, and projects to be provided, sponsored or facilitated by the Commission;

WHEREAS, Commission desires to allocate Proposition 10 resources to provide a new pediatric focused dental health center for children ages 0-5 in accordance with the program goals and objectives outlined in the First 5 Sonoma County Strategic Plan;

WHEREAS, an application has been submitted to the Commission for funding a project described generally as “Oral Health Access: Santa Rosa Dental Health Center” (hereinafter the “Project”) as described more particularly in Exhibit A;

WHEREAS, in the judgment of the Commission, provision of funding on the terms and conditions described below is in furtherance of its Strategic Plan and in furtherance of the purposes of Proposition 10.

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

A G R E E M E N T

1. Grant Amount. In consideration for Contractor’s performance of its obligations under this Agreement, Commission agrees to grant to Contractor the sum of seven hundred fifty three thousand three hundred eighty two dollars (\$753,382) paid in accordance with the terms and conditions set forth in this Agreement (“Grant Funds”).

a. Payment of Grant Funds to Contractor. Grant Funds will be paid in advance no later than thirty (30) days after all parties have executed this Agreement.

b. Purpose of Grant Funds. Contractor agrees that Grant Funds shall be used only for the purposes of providing the services as set forth in Exhibit A. Contractor agrees that Grant Funds may not be used for any other purpose whatsoever without the written approval of the Commission.

c. Annual Use of Funds Report. Not later than 30 days after the end of each calendar year during the Grant Period, Contractor shall submit an Annual Use of Funds Report to Commission documenting the use of funds in the previous year. The Annual Use of Funds Report shall include the number of children ages 0-5 and/or their families served, and the types of services provided. Within thirty (30) days of receipt of the Annual Use of Funds Report, Commission shall determine to its reasonable satisfaction that Contractor has complied with the purpose of this Agreement. Contractor agrees that if funds are not used for the purposes set forth in Exhibit A and Exhibit B of this Agreement, Contractor shall return the funds to Commission.

d. Maximum Payment Obligation. The maximum payment obligation of Commission to Contractor under this Agreement shall be seven hundred fifty three thousand three hundred eighty two dollars (\$753,382).

e. Payment Withhold. 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.

i. 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 Section 13 of this Agreement. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

f. Overpayment. It is anticipated by the parties, as set forth in the Project Costs, attached hereto as Exhibit B, that the total cost of the Project shall exceed the amount of the Grant Funds. If, upon completion of the services on the Property as described in Exhibit A, the amount of Grant Funds paid to Contractor pursuant to this Agreement exceeds the total costs expended for allowable uses of Grant Funds under section 1(b) hereof, Contractor shall return the amount of such overpayment to Commission or, at Commission's option, permit Commission to offset the amount of such overpayment against any other agreement between all parties hereto.

2. Term of Agreement. The term of this Agreement shall be from Effective Date through December 31, 2016 unless terminated earlier in accordance with the provisions of Section 3 below. Contractor and County may mutually agree in writing to extend the term of this Agreement, provided that Commission's maximum payment obligation in this Agreement does not increase as a result.

3. Termination.

a. 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. Adequate bases for termination for cause of this Agreement include, but are not limited to, the failure of Contractor to use Grant Funds in compliance with the terms of Section 1(b) hereof.

b. Authority to Terminate. The County Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Health Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

c. Repayment of Grant Funds Upon Termination. If this Agreement is terminated for cause by the County, Contractor shall be obligated to repay the Grant Funds in full to the Commission. The repayment of Grant Funds shall be made in full within sixty (60) days after written notice of such termination for cause of this Agreement is provided to Contractor pursuant to Section 13 of this Agreement.

d. Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Section 6, Indemnification; (2) Section 10.d, Records Maintenance; (3) Section 10.d.i, Right to Audit, Inspect and Copy Records; (4) Section 10.m, Confidentiality; and (5) Section 14.e, Applicable Law and Forum.

4. Publicity. During the term of this Agreement, any publicity generated by Contractor for work performed or services offered or funded as a result of this Agreement shall make reference to the contribution of Commission in making the project possible.

5. Change in Funding. This Agreement is entered into on the parties' mutual expectation that the Commission will continue to receive Proposition 10 funding from the State of California. Notwithstanding any other provision of this Agreement, Commission retains the right in its sole discretion and without notice to terminate or reduce the amount payable under this Agreement in the event that the State of California does not fund or substantially reduces funding under Proposition 10.

6. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County and Commission, and to indemnify, hold harmless, and release County and Commission 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 and Commission 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 the part of County or Commission, but to the extent required by law, excluding liability due to County's or Commission's sole or active negligent acts. County and Commission 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.

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, which shall name the First 5 Sonoma County Commission and the County of Sonoma, their officers, agents and employees as additional insureds on all insurance policies required by Exhibit C.

8. 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 and as set forth in Attachment A hereto, 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.

9. Extra or Changed Work. Additions or changes to the Project 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 total cost of the Project, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Head of the Department of Health Services in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work on the Project. 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. Contractor expressly acknowledges that no additions or changes to the Project shall entitle Contractor to any additional compensation whatsoever for the performance of additional or changed work, nor shall Contractor be entitled to payment of any amount above the Grant Amount, irrespective of any authorization by the County under this Agreement to augment or change the Project. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed with or without authorization of the County.

10. Representations of Contractor.

a. 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 Sections 3 or 5 above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

b. Licenses and Permits. Contractor warrants that it, and all subcontractors or other individuals and businesses performing services on behalf of Contractor under this Agreement,

have all necessary licenses and permits required by the laws, rules and regulations of the United States of America, State of California, County of Sonoma, and local jurisdictions in which it may do business and/or provide Services, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, Contractor shall only contract with subcontractors that are insured and qualified to provide services under this Agreement, as applicable.

i. Contractor shall notify Commission immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers and exemptions required by federal, state or local laws, rules or regulations. The inability shall be cause for termination of this Agreement by Commission or County.

c. 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 Commission and County harmless from any liability which it may incur to the United States of America or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. Contractor agrees to furnish County with proof of payment of taxes on these earnings at any reasonable time upon County's request.

d. 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.

i. 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.

e. 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, hired or used as an independent contractor or subcontractor. 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.

f. Statutory Compliance. Contractor and its subcontractors agree to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement including the construction and renovation of the Property, as they exist now and as they are changed, amended or modified during the term of this Agreement.

g. 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.

h. 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.

i. 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 employees, 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 that 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.

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

k. 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.

l. Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

m. 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 shall survive termination of this Agreement.

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

o. 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 charge and without any compensation therefore until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 3; or (d) pursue any and all other remedies at law or in equity.

p. Assigned Personnel.

- i. 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.
- ii. Any and all persons and entities 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.
- iii. 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.

q. Inspection Reports. Contractor shall provide Commission with any and all property inspection reports made in connection with the construction and renovation of Property, or made at any time during the term of this Agreement.

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 Section 11 limits County's right to terminate this Agreement pursuant to Section 3.

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/COMMISSION: Alfredo Perez, Executive Director
First 5 Sonoma County Commission
Department of Health Services
490 Mendocino Avenue, Suite 202
Santa Rosa, CA 95401
(707) 565-6680 main / (707) 565-6619 fax
alfredo.perez@sonoma-county.org

TO CONTRACTOR: Naomi Fuchs
Santa Rosa Community Health Centers
3569 Round Barn Circle
Santa Rosa, CA 95403
(707) 303-3091
naomif@srhealthcenters.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.

14. Miscellaneous Provisions.

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

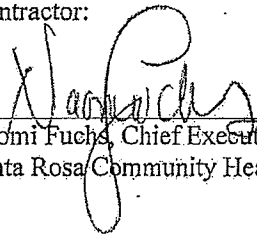
i. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

j. Compliance with laws, Prevailing Wages. Contractor understands that use of Commission funds in connection with the Project, and the services provided by Contractor as described in the Scope of Work in Exhibit A, may require the payment of prevailing wages in accordance with the Labor Code of the State of California. Contractor agrees to include a requirement in any contract for construction that all contractors, and all subcontractors at all levels, must comply with the requirements to pay prevailing wages as stated in the Labor Code

of the State of California, and further agrees to provide reasonable documentation of such compliance promptly upon County's request.

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

Contractor:



Naomi Fuchs, Chief Executive Officer
Santa Rosa Community Health Centers

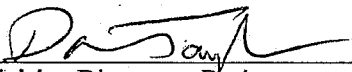
Date 7/25/13

COUNTY OF SONOMA on behalf of FIRST 5 SONOMA COUNTY:

Rita Scardaci, MPH, Director
Department of Health Services

Date _____

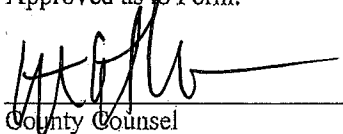
Certificates of Insurance or Appropriate Waivers on File with and Approved as to Substance for County:



Division Director or Designee
Public Health Division

Date 7/26/13

Approved as to Form:



County Counsel

Date 8/9/2013

Scope of Work

Organization: Santa Rosa Community Health Centers

Program Title: Oral Health Access: Santa Rosa Dental Health Center

Program Summary: Santa Rosa Community Health Centers will open a full-time, 12-operator dental health clinic, Santa Rosa Dental Health Center (SRDHS), to provide comprehensive oral health care. The center will primarily serve low-income children and pregnant women. Oral health care will be integrated with primary care and coordinated along the continuum of oral health services. Services include education, prevention, and treatment.

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
1. Complete all licensing and regulatory requirements	August 2013 – October 2013	Chief Operating Officer, Chief Financial Officer, FHS Consulting	Dental clinic license issued. Denti-Cal and FQHC billing number in place. FQHC rate setting is completed.	Dental Health Center will open and be ready for operation by November 1, 2013.
2. Clinical, administrative, and financial policies will be in place including hours of operation, scope of services, a quality improvement plan, and sliding fee scale and payment policies.	August 2013 – October 2013	Chief Operating Officer, Dental Program Consultant, Dental Director	Dental Health Center will meet all HRSA (federal) and state regulatory requirements to provide care.	N/A
3. Dental software is configured and implemented so that scheduling, charting, billing, and quality tracking are fully functional and appropriate staff can utilize the software capabilities to their fullest.	August 2013 – October 2013	Information Technician, Chief Operating Officer, Dental Director	Software will be purchased and installed. Software will be configured to meet SRDHC specs. Software will be testing to ensure configuration is accurate. Staff will be trained on use of software.	N/A

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
4. Recruitment, hiring, onboarding, and training	August 2013 - December 2014	Human Resources Director, Chief Operating Officer, Dental Director, Dental Office Manager, Dental Consultant	<p>Dental Director hired and in place.</p> <p>Dental Office Manager hired and in place.</p> <p>All staff receives orientation and onboarding to their positions, and receives training regarding equipment, policies and procedures.</p> <p>Dental Health Center is fully staffed by December 2014.</p>	N/A
5. Outreach and Marketing	August 2013 – December 2016	Director of Outreach and Education, Chief Operating Officer, Communications and Donor Relations Manager	<p>Design and distribute a Dental Health Center brochure.</p> <p>Outreach workers will present to schools, community centers, churches, and other community gathering locations regarding oral health services and the importance of oral health care early intervention and prevention.</p>	5,000 children and their parents will have received information about SRDHC, the services provided, and the importance of oral health care by December 2016.

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
6. Integrate oral health within primary care and coordinate care across the continuum of services.	December 2013 – December 2016	Chief Operating Officer, Chief Medical Officer	<p>A streamlined referral process will be established for children to access dental care.</p> <p>By December 2016, children will be seen within five days of referral.</p> <p>Medical providers will receive training and education regarding oral health assessment and referral.</p> <p>Nurses and medical assistants will receive training regarding scheduling preventative dental visits for children.</p> <p>375 pregnant women will be served in calendar year 2015.</p> <p>750 pregnant women will be served in calendar year 2016.</p> <p>990 children through age five will be served in calendar year 2015.</p> <p>1,980 children through age five will be served in calendar year 2016.</p>	N/A

Project Costs

Expenditure Category	TOTALS
Personnel	
1, Pediatric Dentist	\$202,516
2. Hygienist	\$ 88,276
3. RDA	\$135,010
4. Health Educator / Outreach	\$36,609
Sub-total Personnel	\$462,411
Benefits @25%	\$115,603
Total Personnel	\$578,014
Operating Expenses	
1. Dental Supplies	\$22,294
2. IT Software Installation, Training, and Support	\$39,900
3. Training	\$16,800
4. Outreach and Education Materials	\$23,100
5. Consulting	\$50,400
Total Operating Expenses	\$152,494
Subtotal Budget	\$730,508
Indirect (not to exceed 15%)	\$22,874
Total Budget	\$753,382

Insurance Requirements

Insurance to be Maintained by Santa Rosa Community Health Center

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of this Agreement. 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 minimum 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. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- 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. **First 5 Sonoma County Commission and the County of Sonoma, their 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 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 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. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or 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 Insurance:* Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, 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: County of Sonoma
- 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 – 4 above.

- c. 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.
- 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.

7. Policy Obligations

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

8. Material Breach

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

AGREEMENT
BY AND BETWEEN
COUNTY OF SONOMA
FIRST 5 SONOMA COUNTY
AND

COMMUNITY ACTION PARTNERSHIP OF SONOMA COUNTY

This agreement (“Agreement”), dated as of _____, 2013 (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”) on behalf of the First 5 Sonoma County Commission (hereinafter “Commission”) and Community Action Partnership of Sonoma County, a non-profit public benefit corporation, (hereinafter “Contractor”).

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified anti-poverty agency, experienced in supporting children and families through education, advocacy and related services;

WHEREAS, the Commission is not a legal entity separate from the County but exercises independent discretion under Proposition 10, and use of the term “County” in this Contract necessarily includes the Commission;

WHEREAS, pursuant to Proposition 10, the Commission has adopted a Strategic Plan in accordance with Health & Safety Code section 130140 describing programs, and services to be provided, sponsored or facilitated by the Commission;

WHEREAS, Commission desires to allocate Proposition 10 resources to provide a place-based and integrated continuum of parent education and early childhood programs and services to children ages 0-5 and their families in accordance with the program goals and objectives outlined in the First 5 Sonoma County Strategic Plan;

WHEREAS, an application has been submitted to the Commission for funding a program described generally as “Via Esperanza” (hereinafter the “Program”) as described more particularly in Exhibit A; and

WHEREAS, in the judgment of the Commission, provision of funding on the terms and conditions described below is in furtherance of its Strategic Plan and in furtherance of the purposes of Proposition 10.

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

A G R E E M E N T

1. Grant Amount. In consideration for Contractor’s performance of its obligations under this Agreement, Commission agrees to grant to Contractor the sum of one million three hundred seventy-eight thousand three hundred twenty dollars (\$1,378,320) paid in accordance with the terms and conditions set forth in this Agreement (“Grant Funds”).

a. Payment of Grant Funds to Contractor. Grant Funds will be paid in advance no later than thirty (30) days after all parties have executed this Agreement.

b. Purpose of Grant Funds. Contractor agrees that Grant Funds shall be used only for the purposes of providing the services as set forth in Exhibit A. Contractor agrees that Grant Funds may not be used for any other purpose whatsoever without the written approval of the Commission.

c. Use of Grant Funds. Not later than 30 days after the end of each calendar year during the term of this contract, Contractor shall submit an Annual Use of Funds Report to Commission documenting the use of funds in the previous year. The Annual Use of Funds Report shall include the number of children ages 0-5 and/or their families served, and the types of services provided. Within thirty (30) days of receipt of the Annual Use of Funds Report, Commission shall determine to its reasonable satisfaction that Contractor has complied with the purpose of this Agreement. Contractor agrees that if funds are not used for the purposes set forth in Exhibit A of this Agreement, Contractor shall return the funds to Commission.

d. Maximum Payment Obligation. The maximum payment obligation of Commission to Contractor under this Agreement shall be one million three hundred seventy-eight thousand three hundred twenty dollars (\$1,378,320).

e. Payment Withhold. 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.

i. 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 Section 13 of this Agreement. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

f. Overpayment. It is anticipated by the parties, as set forth in the Program Costs, attached hereto as Exhibit B, that the total cost of the Program shall not exceed the amount of the Grant Funds. If, upon completion of the work on the Program as described in Exhibit A, the amount of Grant Funds paid to Contractor pursuant to this Agreement exceeds the total costs expended for allowable uses of Grant Funds under section 1(b) hereof, Contractor shall return the amount of such overpayment to Commission or, at Commission's option, permit Commission to offset the amount of such overpayment against any other agreement between all parties hereto.

2. Term of Agreement. The term of this Agreement shall be from Effective Date through September 30, 2017 unless terminated earlier in accordance with the provisions of Section 3 below. Contractor and County may mutually agree in writing to extend the term of this Agreement, provided that Commission's maximum payment obligation in this Agreement does not increase as a result.

3. Termination.

a. 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. Adequate bases for termination for cause of this Agreement include, but are not limited to, the failure of Contractor to use Grant Funds in compliance with the terms of Section 1(b) hereof and the failure of Contractor to use the Property solely for the purposes set forth in Section 1(c) hereof.

b. Authority to Terminate. The County Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Health Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

c. Repayment of Grant Funds Upon Termination. If this Agreement is terminated for cause by the County, Contractor shall be obligated to repay the Grant Funds in full to the Commission. The repayment of Grant Funds shall be made in full within sixty (60) days after written notice of such termination for cause of this Agreement is provided to Contractor pursuant to Section 13 of this Agreement.

d. Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Section 6, Indemnification; (2) Section 10.d, Records Maintenance; (3) Section 10.d.i, Right to Audit, Inspect and Copy Records; (4) Section 10.m, Confidentiality; and (5) Section 14.e, Applicable Law and Forum.

4. Publicity. During the term of this Agreement, any publicity generated by Contractor for work performed or services offered or funded as a result of this Agreement shall make reference to the contribution of Commission in making the program possible.

5. Change in Funding. This Agreement is entered into on the parties' mutual expectation that the Commission will continue to receive Proposition 10 funding from the State of California. Notwithstanding any other provision of this Agreement, Commission retains the right in its sole discretion and without notice to terminate or reduce the amount payable under this Agreement in the event that the State of California does not fund or substantially reduces funding under Proposition 10.

6. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County and Commission, and to indemnify, hold harmless, and release County and Commission 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 and Commission 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 the part of County or Commission, but to the extent required by law, excluding liability due to County's or Commission's sole or active negligent acts. County and Commission

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.

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, which shall name the First 5 Sonoma County Commission and the County of Sonoma, their officers, agents and employees as additional insureds on all insurance policies required by Exhibit C.

8. 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 and as set forth in Exhibit A hereto, 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.

9. Extra or Changed Work. Additions or changes to the Program 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 total cost of the Program, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Head of the Department of Health Services in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work on the Program. 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. Contractor expressly acknowledges that no additions or changes to the Program shall entitle Contractor to any additional compensation whatsoever for the performance of additional or changed work, nor shall Contractor be entitled to payment of any amount above the Grant Amount, irrespective of any authorization by the County under this Agreement to augment or change the Program. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed with or without authorization of the County.

10. Representations of Contractor.

a. 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 Sections 3 or 5 above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

b. Licenses and Permits. Contractor warrants that it, and all subcontractors or other individuals and businesses performing services on behalf of Contractor under this Agreement,

have all necessary licenses and permits required by the laws, rules and regulations of the United States of America, State of California, County of Sonoma, and local jurisdictions in which it may do business and/or provide Services, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, Contractor shall only contract with subcontractors that are insured and qualified to provide services under this Agreement, as applicable.

i. Contractor shall notify Commission immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers and exemptions required by federal, state or local laws, rules or regulations. The inability shall be cause for termination of this Agreement by Commission or County.

c. 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 Commission and County harmless from any liability which it may incur to the United States of America or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. Contractor agrees to furnish County with proof of payment of taxes on these earnings at any reasonable time upon County's request.

d. 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.

i. 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.

e. 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, hired or used as an independent contractor or subcontractor. 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.

f. Statutory Compliance. Contractor and its subcontractors agree to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement including the construction and renovation of the Property, as they exist now and as they are changed, amended or modified during the term of this Agreement.

g. 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.

h. 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.

i. 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 employees, 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 that 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.

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

k. 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.

l. Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

m. 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 shall survive termination of this Agreement.

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

o. 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 charge and without any compensation therefore until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 3; or (d) pursue any and all other remedies at law or in equity.

p. Assigned Personnel.

- i. 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.
- ii. Any and all persons and entities identified in this Agreement or any exhibit hereto as the program manager, program 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.
- iii. 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.

q. Inspection Reports. Contractor shall provide Commission with any and all property inspection reports made in connection with the construction and renovation of Property, or made at any time during the term of this Agreement.

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 Section 11 limits County's right to terminate this Agreement pursuant to Section 3.

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/COMMISSION: Alfredo Perez, Executive Director
First 5 Sonoma County Commission
Department of Health Services
490 Mendocino Avenue, Suite 202
Santa Rosa, CA 95401
(707) 565-6680 main / (707) 565-6619 fax
alfredo.perez@sonoma-county.org

TO CONTRACTOR: Angie Dillon-Shore, Director of Programs
Community Action Partnership of Sonoma County
1300 North Dutton Avenue
Santa Rosa, CA 95401
(707) 544-6911/(707) 526-2918 fax
adillon-shore@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.

14. Miscellaneous Provisions.

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

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

j. Compliance with laws, Prevailing Wages. Contractor understands that use of Commission funds in connection with the Program, and the services provided by Contractor as described in the Scope of Work in Exhibit C, may require the payment of prevailing wages in accordance with the Labor Code of the State of California. Contractor agrees to include a requirement in any contract for construction that all contractors, and all subcontractors at all levels, must comply with the requirements to pay prevailing wages as stated in the Labor Code

of the State of California, and further agrees to provide reasonable documentation of such compliance promptly upon County's request.

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

Contractor:



Jennie C. Tasheff, Interim Executive Director
Community Action Partnership of Sonoma County


Date 7/31/13

COUNTY OF SONOMA on behalf of FIRST 5 SONOMA COUNTY:

Rita Scardaci, MPH, Director
Department of Health Services

Date _____

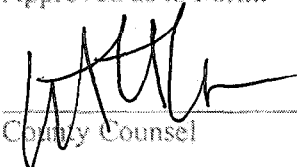
Certificates of Insurance or Appropriate Waivers on File with and Approved as to Substance for County:



Division Director of Designee
Public Health Division

Date 8/5/13

Approved as to Form:



County Counsel

Date 8/9/2013

Scope of Work/Plan for Reporting Results
Covering period from Effective Date - September 30, 2017

Organization: Community Action Partnership of Sonoma County

Program Title: SW Santa Rosa Early Childhood Education Campus and Family Resource Center

Program Summary: The proposed program is a collaborative effort between Community Action Partnership of Sonoma County, the Santa Rosa City School District and Community Child Care Council of Sonoma County (4Cs). The program will establish a place-based and integrated continuum of evidence-based programs and services in SW Santa Rosa to include early childhood and parent education as well as individual family supports and parent-led activities. Over a four-year period, the program will significantly expand and increase the implementation of numerous existing strategies identified in the First 5 Sonoma County Strategic Plan as well as complimentary strategies in alignment with First 5's Priority Outcomes.

STRATEGIES /ACTIVITIES	TIMELINE	PERSON(S) RESPONSIBLE	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
1. Hire Project Manager and Family Advocate	August 2013	Program Director, School Readiness Manager, Cook Principal, Curriculum & Instruction Coordinator	Develop job descriptions and recruit, interview and hire Project Manager and Family Advocate	N/A
2. Purchase transportation vans and car seats for AVANCE and Pasitos programs	August 2013	School Readiness Manager	Purchase 8-seat vans (2) and car seats to provide transportation to parents and children who do not have transportation to AVANCE and Pasitos on the Early Childhood Campus	N/A
3. Hire van drivers	August 2013	School Readiness Manager	Develop job descriptions and recruit, interview and hire drivers for AVANCE and Pasitos vans	N/A
4. <i>Co-locate AVANCE and Pasitos programs already contracted with First 5 during Year 1 and 2</i>	<i>August 2013 – June 30, 2015</i>	School Readiness Manager	<i>Deliver already contracted Scopes of Work for AVANCE and Pasitos for 2013-14 and 2014-15 years (AVANCE, 2 cohorts per year; Pasitos, 2 cohorts per year)</i>	N/A
5. Prepare site facilities for initial co-location of early childhood education programs, Family Resource Center and ongoing expansion of programs throughout the proposed program time period	August-September, 2013 June- September Annually, 2014-17	CAPSC School Readiness and Head Start Staff, Collaborating Agency staff, Project Manager and Cook Site Principal	Each summer, purchase equipment and materials for initial co-location and expansion of programs on Early Childhood Campus: AVANCE, Pasitos, Head Start/Early Head Start, Kinder Academy, State-subsidized Preschool	N/A

STRATEGIES /ACTIVITIES	TIMELINE	PERSON(S) RESPONSIBLE	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
6. Establish Policies & Procedures for SW Early Childhood Education Campus and Family Resource Center	August 2013-September 1, 2013 (with annual review and revisions if necessary)	CAPSC Program Director, School Readiness Manager, Cook Principal, Project Manager, Curriculum & Instruction Coordinator	Develop policies and procedure document for coordination and integration of logistics, intake, referral, case management, data collection, communication protocols, etc. Review in July on annual basis and make necessary revisions	N/A
7. Outreach to families in SW Santa Rosa regarding new programs and services on Campus	Ongoing: August 2013 – June 30, 2017	Partner Program staff; CAPSC Project Manager, School Readiness, Head Start and FRC Staff; Cook Principal	On an annual basis, 2013-2017, <ul style="list-style-type: none"> • Develop and disseminate a minimum of 300 paper posters, flyers and/or brochures to community members in SW Santa Rosa. • Disseminate promotional material to 300 human service provider agencies and school administrators electronically. • Provide a minimum of 10 outreach presentations to parents/community groups • Provide a minimum of 10 outreach presentations to human service provider agencies and school administrators Utilize social media, local radio and news media to promote programs and services in SW Santa Rosa 	N/A
8. Deliver individual family FRC Services (Counseling, case management, health access, basic needs, etc.)	September 15, 2013 – June 30, 2017	Project Manager and Family Engagement Specialist	FRC Office open 9-4:30, M-F, year-round. Parent group activities offered year round, afternoon and evening hours <ul style="list-style-type: none"> • Year One FY 2013-14: Minimum 50 unduplicated parents receive at least one FRC service • Year Two FY 2014-15: Minimum 75 unduplicated parents receive at least one FRC service • Year Three-Four FY 2015-17: : Minimum 100 unduplicated parents per year receive at least one FRC service 	As measured by the pre and post administration of the Protective Factors Survey, parents will report a measurable increase in at least one of 5 domains: <ul style="list-style-type: none"> • knowledge of and access to community resources • family functioning • social connectedness and support • knowledge of child development • use of positive parenting skills

STRATEGIES /ACTIVITIES	TIMELINE	PERSON(S) RESPONSIBLE	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
9. Deliver group FRC parent education and leadership training	September 15, 2013 – June 30, 2017	Project Manager and Family Engagement Specialist; subcontracted <i>Abriendo Puertas</i> trainer; SRJC ESL instructor(s); community partners (i.e., California Parenting Institute)	Coordinate and deliver the following programs: <ul style="list-style-type: none"> • Year One FY 2013-14: A minimum 40 unduplicated parents will complete at least one of the following: <i>Abriendo Puertas</i> (6 classes per session), ESL instruction (10 classes per session), Financial Literacy education (6 classes per session), Parent Café Leader training (6 classes per session), Triple P Level 2; Triple P Seminar; Triple P Level 4 Standard and Group, Special co-located presentations (e.g. Mental Health 101 in Spanish by Sonoma County Mental Health) • Year Two FY 2014-15: 40 parents • Year Three FY 2015-16: 80 parents • Year Four FY 2016-17: 100 parents 	In addition to individual program outcome measurement required by co-located programs and First 5, (Triple P) our program will utilize the Protective Factors Survey as an overarching tool. As measured by the pre and post administration of the Protective Factors Survey, parents will report a measurable increase in at least one of 5 domains: <ul style="list-style-type: none"> • knowledge of and access to community resources • family functioning • social connectedness and support • knowledge of child development • use of positive parenting skills
10. Collect and maintain detailed demographic data on recipients of FRC programs and services using data tracking system.	Ongoing	Project Manager	Duplicated and unduplicated counts of population(s) served to include: <ul style="list-style-type: none"> ▪ #s of children 0-5 served ▪ gender, ethnicity, primary language, special need status of all service recipients ▪ geographic location, service provided, units of service, and length of service units 	N/A
11. <i>Co-locate and deliver Head Start/Early Head Start Programs</i>	<i>September-June, Years 2-4</i>	<i>CAPSC HS Staff</i>	<i>During Years 2-4 (14-15, 15-16, 16-17), co-locate 3 Early Head Start classrooms (Serving 24 children annually) and 3 Head Start preschool classrooms (serving 120 children annually)</i>	N/A
12. <i>Co-locate and deliver Kinder Academy</i>	<i>September-June, Years 2-4</i>	<i>SRCSD Staff</i>	<i>During Years 2-4 (14-15, 15-16, 16-17), co-locate 1 Kinder Academy serving at least 30 children 4-5 annually</i>	N/A

STRATEGIES /ACTIVITIES	TIMELINE	PERSON(S) RESPONSIBLE	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
13. Co-locate and deliver State-Subsidize preschool program	September-June, Years 3-4	4Cs Staff	During Years 3-4 (15-16, 16-17), co-locate at least 1 preschool program serving a minimum of 20 children annually	N/A
14. Hire necessary new AVANCE and Pasitos Staff	June 1 – August 1, 2015	School Readiness Manager	Staff hired and trained to conduct Pasitos play groups and deliver AVANCE Parent-Child Education Program	N/A
15. Collect and maintain detailed demographic data on AVANCE and Pasitos programs population(s) served using data tracking system.	Ongoing	School Readiness Manager	Duplicated and unduplicated counts of population(s) served to include: <ul style="list-style-type: none"> ▪ #’s of children 0-5 served ▪ gender, ethnicity, primary language, special need status of all service recipients ▪ geographic location ▪ service provided, units of service, and length of service units 	N/A
16. Conduct recruitment in SW Santa Rosa for Pasitos programs	August, 2015, 2016 (Years 3-4)	Family Engagement Specialist and Pasitos Family Advocates	30 families recruited annually: high-need parents of children 2-1/2 to 4 years old	90% of parents will be successfully retained and complete the program. <i>Measured by weekly attendance</i>
17. Conduct 2 weekly 90 minute Pasitos Playgroups in accordance with <i>Playgroups for Very Young Children: Overview of Effective Practice</i>	September - May 2015-16, 2016-17 (Years 3-4)	Pasitos Family Advocates	Weekly sessions	Measurable increase in parent knowledge, information and skill. Strengthened family literacy skills. <i>Measured by Parent Questionnaire.</i>
18. Arrange developmental and dental screenings and make appropriate referrals for services for AVANCE and Pasitos children	September - May 2015-16, 2016-17 (Years 3-4)	School Readiness Manager	Children screened for developmental delays and dental health.	Children are referred for developmental assessment/services and/or dental treatment.
19. Distribute book bags and emphasize the importance of daily reading at home.	September - May 2015-16, 2016-17 (Years 3-4)	Family Advocates	Books available for reading at home.	Measurable increase in daily reading at home. Increased parent interactions with children and encouragement of language acquisition. Strengthened family literacy skills.
20. Conduct recruitment in SW Santa Rosa for AVANCE programs	August, 2015, 2016 (Years 3-4)	Family Engagement Specialist and AVANCE Family Advocates	Conduct outreach in SW Santa Rosa by knocking on doors in low-income neighborhoods per AVANCE protocols to recruit 60-75 families annually.	90% of parents will be successfully retained and complete the program. <i>Measured by weekly attendance.</i>

STRATEGIES /ACTIVITIES	TIMELINE	PERSON(S) RESPONSIBLE	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
21. Deliver 3 AVANCE classrooms annually Year 3-4	September - May 2015-16, 2016-17 (Years 3-4)	School Readiness Manager	<ul style="list-style-type: none"> • Weekly, 3- hour classes for 9 months for 20-25 participants each class (Three classes during each school year). Minimum 60 parents per year. • Provide a high-quality early education for 20-35 children, 0-3, for 3 hours once a week (Three classes during each school year). Minimum 60 children per year. • Conduct monthly home visits to each participating family, observing parent-child interaction. • Utilize CAPSC <i>Efforts to Outcomes</i> database to track and analyze survey results 	<p>At least:</p> <ul style="list-style-type: none"> • 80% of parents will increase understanding of child cognitive, physical, social, and emotional development • 80% of parents will read to their child more often, understanding the importance of reading to development of early literacy skills and future success in school. • 80% of parents will increase knowledge of and access to resources and support services in the community. • 80% of parents will have goals for the future for themselves (i.e., seeking employment; continuing their education. • 80% of parents will learn to use play, specifically with AVANCE toys, to enhance the bond with their child and to foster the development of school readiness skills. <p><i>Measured by Parent Questionnaire.</i></p>
22. Convene weekly check-in staff meetings for Pasitos and AVANCE	Weekly, (Years 3-4) FY 2015-16 and 2016-17	All CAPSC Pasitos and AVANCE Staff	Continuous program monitoring and improvement. Individual family problem solving.	N/A
23. Convene Quarterly program collaboration meetings	Quarterly, ongoing	Collaborative partner leadership/management (SRCSD, CAPSC, 4Cs, SRJC), First 5 Sonoma County, County initiative leadership (Upstream Investments, Cradle-to-Career), parent leaders	Review program data, discuss challenges and opportunities, review policies and procedures, plan and share program improvements/changes, etc.	N/A

STRATEGIES /ACTIVITIES	TIMELINE	PERSON(S) RESPONSIBLE	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
24. Prepare and submit progress reports for FRC, AVANCE and Pasitos programs in a format approved by First 5, including quarterly and cumulative data summaries with client profiles	Quarterly (Years 3-4) FY 2015-16 and 2016-17 (due 10/31, 1/31, 4/30, 7/31)	School Readiness Manager	<ul style="list-style-type: none"> Quarterly progress reports each year Quarter 4 progress reports to include cumulative year-end data summary. 	N/A
25. Evaluate overarching program impact	Ongoing	Project Manager and CAPSC Program Director	<ul style="list-style-type: none"> Administer the Protective Factors survey to <u>all</u> parents who access any of the programs and/or services at the Early Childhood Campus and Family Resource Center Administer survey pre and post services (within 9 months of initial contact and annually) Utilize CAPSC <i>Efforts to Outcomes</i> database to track and analyze survey results Collaborate with partner agencies, SRCSD, First 5 and Sonoma County initiative leaders (Upstream Investments, Cradle-to-Career) to integrate program data analysis into broader collective impact outcome measurement efforts 	<p>As measured by the pre and post administration of the Protective Factors Survey, parents will report a measurable increase in at least one of 5 domains:</p> <ul style="list-style-type: none"> knowledge of and access to community resources family functioning social connectedness and support knowledge of child development use of positive parenting skills
26. Acknowledge the funding and support received from First 5 Sonoma County in all communications with the public about the program as directed by the First 5 Sonoma County Communications Guidelines for Funded Programs	Ongoing	Program Director	N/A	N/A

Community Action Partnership of Sonoma County –
 SW Santa Rosa Early Childhood Campus & Family Resource Center
 PROGRAM COSTS Effective Date - 6/30/17

Expenditure Category	TOTALS
Personnel	
Program Director	\$ 43,672
School Readiness Program Manager	\$ 47,380
Via Esperanza Project Manager	\$ 128,023
Family Engagement Specialist	\$ 143,786
Van Drivers	\$ 52,292
FRC Childcare workers	\$ 63,522
AVANCE Childcare workers	\$ 53,345
Program Assistant/Home Visitor	\$ 48,204
AVANCE Parent Educator	\$ 59,748
Family Advocates- Pasitos & AVANCE	\$ 163,743
Sub-total Personnel	\$ 803,715
Benefits	\$ 168,772
Total Personnel	\$ 972,487
Operating Expenses	
Program Materials	\$ 38,380
Equipment-furniture, computers, car seats	\$ 16,730
Office supplies	\$ 2,500
Copying/Printing	\$ 8,200
Vehicles	\$ 77,920
Vehicle oil, gas and repair	\$ 16,600
Vehicle and Liability Insurance & vehicle registration	\$ 15,484
Telecommunications	\$ 10,000
Local Mileage	\$ 8,000
Staff development	\$ 2,000
Subcontract: Abriendo Puertas	\$ 31,500
Facility occupancy, utilities	\$ 36,708
Total Operating Expenses	\$ 264,022
Subtotal Budget	\$1,236,509
Indirect @ %11.6	\$ 141,811
Total Budget	\$1,378,320

Insurance Requirements

Insurance to be Maintained by Community Action Partnership of Sonoma County

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of this Agreement. 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 minimum 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. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- 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. **First 5 Sonoma County Commission and the County of Sonoma, their 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 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 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: \$5,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. *Required Evidence of Coverage:* Certificate of Insurance.

4. 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. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma (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. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

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.

AGREEMENT
BY AND BETWEEN
COUNTY OF SONOMA
FIRST 5 SONOMA COUNTY
AND
LA LUZ CENTER

This agreement (“Agreement”), dated as of _____, 2013 (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”) on behalf of the First 5 Sonoma County Commission (hereinafter “Commission”) and La Luz Center, non-profit organization (hereinafter “Contractor”).

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified family resource center, experienced in providing health care, educational programs, and referrals to additional services;

WHEREAS, the Commission is not a legal entity separate from the County but exercises independent discretion under Proposition 10, and use of the term “County” in this Contract necessarily includes the Commission;

WHEREAS, pursuant to Proposition 10, the Commission has adopted a Strategic Plan in accordance with Health & Safety Code section 130140 describing programs, services, and projects to be provided, sponsored or facilitated by the Commission;

WHEREAS, Commission desires to allocate Proposition 10 resources to provide facility renovation to benefit Sonoma County children ages 0-5 and their families in accordance with the program goals and objectives outlined in the First 5 Sonoma County Strategic Plan;

WHEREAS, an application has been submitted to the Commission for funding a project described generally as “La Luz Family Resource Center Renovation and Expansion Project” (hereinafter the “Project”) as described more particularly in Exhibit A;

WHEREAS, the application requests that the Commission provide funding to enable the Contractor to renovate that certain real property located at 17560 Greger Street, Sonoma, CA 95476 (hereinafter referred to as “Property”); and

WHEREAS, in the judgment of the Commission, provision of funding on the terms and conditions described below is in furtherance of its Strategic Plan and in furtherance of the purposes of Proposition 10.

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

A G R E E M E N T

1. Grant Amount. In consideration for Contractor’s performance of its obligations under this Agreement, Commission agrees to grant to Contractor the sum of one hundred seventy one

thousand one hundred thirty eight dollars (\$171,138) paid in accordance with the terms and conditions set forth in this Agreement (“Grant Funds”).

a. Payment of Grant Funds to Contractor. Grant Funds will be paid in advance no later than thirty (30) days after all parties have executed this Agreement.

b. Use of Grant Funds. Contractor shall use Commission funds only for the construction and renovation of the Property at a total cost as set forth in Exhibit B. Said use of Grant Funds shall be limited to: (a) construction and renovation of the Property as described in this Agreement and the exhibits hereto; (b) repayment of other loans solely made for the construction and renovation of the Property as described in this Agreement and the exhibits hereto; and (c) construction costs (including architect and engineering costs) and fees imposed by public agencies for any addition or expansion of the improvements to the Property as such are described in this Agreement and the exhibits hereto, including necessary repairs.

c. Purpose and Time Restriction on Use of Property. For a period of ten (10) years following payment of Grant Funds to Contractor (“Grant Period”), Contractor agrees that the Property shall be used for the purposes set forth in Exhibit C including:

1. Train La Luz staff on Triple P Level 3
2. Provide Triple P Level 3 training to parents of children 0-5
3. Provide access to pediatric healthcare on site including well checks, vaccinations and acute care for pregnant women, infants, toddlers and children through age five
4. Provide one-on-one counseling to families of children ages 0-5
5. Provide information and referrals to families of children ages 0-5

d. Annual Use of Property Report. Not later than 30 days after the end of each calendar year during the Grant Period, Contractor shall submit an Annual Use of Property Report to Commission documenting the use of property in the previous year. The Annual Use of Property Report prepared for any year in which the construction and improvements to the Property as described in Exhibit C hereto are ongoing shall set forth the amount of the Grant Funds expended in that year, and the expenses to which such funds were applied. The Annual Use of Property Report for each year of the Grant Period shall include the number of children ages 0-5 and/or their families served, and the types of services provided to them regarding Triple P training, healthcare, counseling, and referrals. Within thirty (30) days of receipt of the Annual Use of Property Report, Commission shall determine to its reasonable satisfaction that Contractor has complied with the purpose of this Agreement. Contractor agrees that if Grant Funds are not used for the purposes set forth in this Paragraphs 1.b and 1.c of this Agreement, Contractor shall return the funds to Commission.

e. Maximum Payment Obligation. The maximum payment obligation of Commission to Contractor under this Agreement shall be one hundred seventy one thousand one hundred thirty eight dollars (\$171,138).

f. Payment Withhold. 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.

- i. 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 Section 13 of this Agreement. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

g. Overpayment. It is anticipated by the parties, as set forth in the Project Costs, attached hereto as Exhibit B, that the total cost of the Project shall exceed the amount of the Grant Funds. If, upon completion of the work on the Property as described in Exhibit C, the amount of Grant Funds paid to Contractor pursuant to this Agreement exceeds the total costs expended for allowable uses of Grant Funds under section 1(b) hereof, Contractor shall return the amount of such overpayment to Commission or, at Commission's option, permit Commission to offset the amount of such overpayment against any other agreement between all parties hereto.

2. Term of Agreement. The term of this Agreement shall be from Effective Date through September 30, 2023 unless terminated earlier in accordance with the provisions of Section 3 below. Contractor and County may mutually agree in writing to extend the term of this Agreement, provided that Commission's maximum payment obligation in this Agreement does not increase as a result.

3. Termination.

a. 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. Adequate bases for termination for cause of this Agreement include, but are not limited to, the failure of Contractor to use Grant Funds in compliance with the terms of Section 1(b) hereof and the failure of Contractor to use the Property solely for the purposes set forth in Section 1(c) hereof.

b. Authority to Terminate. The County Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Health Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

c. Repayment of Grant Funds Upon Termination. If this Agreement is terminated for cause by the County, Contractor shall be obligated to repay the Grant Funds in full to the Commission. The repayment of Grant Funds shall be made in full within sixty (60) days after written notice of such termination for cause of this Agreement is provided to Contractor pursuant to Section 13 of this Agreement.

d. Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Section 6, Indemnification; (2) Section 10.d, Records Maintenance; (3) Section 10.d.i, Right to Audit, Inspect and Copy Records; (4) Section 10.m, Confidentiality; and (5) Section 14.e, Applicable Law and Forum.

4. Publicity. During the term of this Agreement, any publicity generated by Contractor for work performed or services offered or funded as a result of this Agreement shall make reference to the contribution of Commission in making the project possible.

5. Change in Funding. This Agreement is entered into on the parties' mutual expectation that the Commission will continue to receive Proposition 10 funding from the State of California. Notwithstanding any other provision of this Agreement, Commission retains the right in its sole discretion and without notice to terminate or reduce the amount payable under this Agreement in the event that the State of California does not fund or substantially reduces funding under Proposition 10.

6. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County and Commission, and to indemnify, hold harmless, and release County and Commission 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 and Commission 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 the part of County or Commission, but to the extent required by law, excluding liability due to County's or Commission's sole or active negligent acts. County and Commission 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.

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 D, which is attached hereto and incorporated herein by this reference, which shall name the First 5 Sonoma County Commission and the County of Sonoma, their officers, agents and employees as additional insureds on all insurance policies required by Exhibit D.

8. 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 and as set forth in Attachment C hereto, 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.

9. Extra or Changed Work. Additions or changes to the Project 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 total cost of the Project, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Head of the Department of Health Services in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work on the Project. 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. Contractor expressly acknowledges that no additions or changes to the Project shall entitle Contractor to any additional compensation whatsoever for the performance of additional or changed work, nor shall Contractor be entitled to payment of any amount above the Grant Amount, irrespective of any authorization by the County under this Agreement to augment or change the Project. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed with or without authorization of the County.

10. Representations of Contractor.

a. 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 Sections 3 or 5 above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

b. Licenses and Permits. Contractor warrants that it, and all subcontractors or other individuals and businesses performing services on behalf of Contractor under this Agreement, have all necessary licenses and permits required by the laws, rules and regulations of the United States of America, State of California, County of Sonoma, and local jurisdictions in which it may do business and/or provide Services, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, Contractor shall only contract with subcontractors that are insured and qualified to provide services under this Agreement, as applicable.

i. Contractor shall notify Commission immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers and exemptions required by federal, state or local laws,

rules or regulations. The inability shall be cause for termination of this Agreement by Commission or County.

c. 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 Commission and County harmless from any liability which it may incur to the United States of America or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. Contractor agrees to furnish County with proof of payment of taxes on these earnings at any reasonable time upon County's request.

d. 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.

i. 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.

e. 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, hired or used as an independent contractor or subcontractor. 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.

f. Statutory Compliance. Contractor and its subcontractors agree to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement including the construction and renovation of the Property, as they exist now and as they are changed, amended or modified during the term of this Agreement.

g. 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.

h. 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.

i. 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 employees, 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 that 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.

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

k. 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.

l. Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

m. 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 shall survive termination of this Agreement.

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

o. 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 charge and without any compensation therefore until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 3; or (d) pursue any and all other remedies at law or in equity.

p. Assigned Personnel.

- i. 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.
- ii. Any and all persons and entities 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.
- iii. 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.

q. Inspection Reports. Contractor shall provide Commission with any and all property inspection reports made in connection with the construction and renovation of Property, or made at any time during the term of this Agreement.

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 Section 11 limits County's right to terminate this Agreement pursuant to Section 3.

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/COMMISSION: Alfredo Perez, Executive Director
First 5 Sonoma County Commission
Department of Health Services
490 Mendocino Avenue, Suite 202
Santa Rosa, CA 95401
(707) 565-6680 main / (707) 565-6619 fax
alfredo.perez@sonoma-county.org

TO CONTRACTOR: Juan Hernandez, Executive Director
La Luz Center
17560 Greger Street
Sonoma, CA 95476
(707) 996-5131
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.

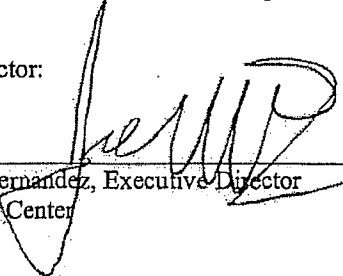
14. Miscellaneous Provisions.

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.
- j. Compliance with laws, Prevailing Wages. Contractor understands that use of Commission funds in connection with the Project, and the services provided by Contractor as described in the Scope of Work in Exhibit C, may require the payment of prevailing wages in accordance with the Labor Code of the State of California. Contractor agrees to include a requirement in any contract for construction that all contractors, and all subcontractors at all

levels, must comply with the requirements to pay prevailing wages as stated in the Labor Code of the State of California, and further agrees to provide reasonable documentation of such compliance promptly upon County's request.

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

Contractor:



Juan Hernandez, Executive Director
La Luz Center

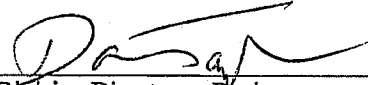
Date 7/26/13

COUNTY OF SONOMA on behalf of FIRST 5 SONOMA COUNTY:

Rita Scardaci, MPH, Director
Department of Health Services

Date _____

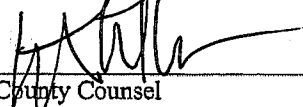
Certificates of Insurance or Appropriate Waivers on File with and Approved as to Substance for County:



Division Director or Designee
Public Health Division

Date 7/26/13

Approved as to Form:



County Counsel

Date 8/9/2013

Description of Project

La Luz will undertake a modest facility expansion and renovation project that will improve the organization's ability to meet the growing demand for programs and services. Over the past four years, La Luz has experienced a 400% increase in the number of walk-in inquiries each month.

The facility expansion consists of:

- A safe and well-equipped child care area for children ages 0-5
- A new ADA compliant entranceway wide enough to accommodate strollers and wheelchairs
- A private office for client intakes
- A private waiting room that can accommodate up to 10 people
- A private conference room
- Private offices for Family Advocate staff

Project Costs

Building Renovation	\$	183,188
Equipment Purchase: new	\$	2,300
Equipment Purchase: replacement	\$	1,150
Furnishings	\$	21,500
Fees	\$	5,000
Fundraising Expense	\$	5,000
Architect	\$	3,000
Total Costs	\$	<u>221,138</u>

Source of Funds:

Private Funds	\$	25,000
Organizational Funds	\$	25,000
First 5 Sonoma County	\$	<u>171,138</u>
Total Funding	\$	<u>221,138</u>

Scope of Work

Organization: La Luz Center

Project Title: Family Resource Center Renovation and Expansion

Project Summary: La Luz will undertake a modest facility expansion and renovation project that will provide a safe and well-equipped child care area for children ages 0-5 as well as a new entranceway that can accommodate strollers and the disabled. Services will include Triple P Level 3 training, healthcare checkups for pregnant women and children 0-5, counseling, and referrals.

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
1. Finalize building plans with County Permit Resource Management Dept, architect and building contractor.	By 9/30/13	Architect, building contractor	Building Dept. will plan check and issue permit.	N/A
2. Finalize contract with general contractor.	By 9/30/13	Building contractor	Construction begins.	N/A
3. Renovate and expand the family resource center facility.	9/1/13 – 1/30/14	Building contractor	<p>Reconfigure new and existing spaces for private offices for Family Advocates, a private waiting room, and a private intake office.</p> <p>Enhance entrance to make it ADA accessible and safe for parents with strollers.</p> <p>Create a safe, dedicated and appropriate child care space within the Family Resource Center.</p> <p>Building renovation and expansion are completed.</p>	N/A

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
4. Implement Triple P Level 3 into scope of services provided by the Family Advocates and child care provider.	5/1/14 – 7/30/14	Program Director	100 parents of children ages 0-5 are provided with practical advice on managing specific problem behavior.	90 parents (90%) will indicate increased parenting skills & knowledge as measured by a survey.
5. Provide access to pediatric healthcare on site including well-checkups, vaccinations and acute care for pregnant women, and children ages 0-5.	2/1/14 and ongoing	Program Director	100 pregnant women and children ages 0-5 receive medical visits each fiscal year.	N/A
6. Family Advocates provide one-on-one counseling and guidance to families of children ages 0-5.	2/1/14 and ongoing	Program Director	250 families with children ages 0-5 will receive individualized attention, counseling, and self-sufficiency training by Family Advocates each fiscal year.	
7. Family Advocates provide comprehensive information and referrals to families of children ages 0-5.	2/1/14 and ongoing	Program Director	Family Advocates will enroll 200 unduplicated families of children ages 0-5 in CalFresh, Medi-Cal, and other services each fiscal year.	98% of families of children ages 0-5 tracked in the database will be linked to services. 90% of eligible families of children ages 0-5 are enrolled in CalFresh, Medi-Cal, and other benefits in which they are entitled.

Insurance Requirements

Section I – Insurance to be Maintained by La Luz Center

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of this Agreement. 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 minimum 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. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- 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. **First 5 Sonoma County Commission and the County of Sonoma, their 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 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 Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. *Required Evidence of Insurance*:

-
- i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.
 - 3. Automobile Liability Insurance**
 - a. Minimum Limits: \$1,000,000 combined single limit per accident.
 - b. Insurance shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall apply to hired and non-owned autos.
 - d. Required Evidence of Coverage: Certificate of Insurance.
 - 4. Professional Liability/Errors and Omissions Insurance**
 - a. Minimum Limit: \$1,000,000 per claim 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. Commercial Property and Loss of Use Insurance**
 - a. Insurance covering Building and Structures located at 17560 Greger Street, Sonoma, CA 95476.
 - b. The limit shall be no less than the full replacement cost of the Building and Structures, including additions and alterations under construction or renovation.
 - c. Loss valuation shall be on a replacement cost basis without deduction for depreciation if insured damage is repaired or replaced.
 - d. Insured perils shall be Special Form (all risks except as excluded).
 - e. The deductible shall be shown on the Evidence of Commercial Property Insurance or Certificate of Insurance. If the deductible exceeds \$25,000 it must be approved in advance by County.
 - f. The policy shall be endorsed to cover Ordinance or Law with a minimum limit equal to 20% of the full replacement cost of the Building and Structures.
 - g. Insurance covering Business Personal Property located at 17560 Greger Street, Sonoma, CA.
 - i. The limit shall be no less than the full replacement cost of Contractor's Business Personal Property.
 - ii. Loss valuation shall be on a replacement cost basis without deduction for depreciation if damage is repaired or replaced.
 - iii. Insured perils shall be Special Form (all risks except as excluded).
 - h. Extra Expense Insurance
 - i. Insured perils shall be Special Form (all risks except as excluded).
 - ii. The minimum limit shall be the amount needed by the Contractor to continue operations for a 6 month period after an insured loss.
 - i. Required Evidence of Insurance: Evidence of Commercial Property Insurance or Certificate of Property Insurance.
 - 6. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

7. Documentation

- a. The Certificate of Insurance must include the following reference: County of Sonoma.
- 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 – 5 above.
- c. 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.
- 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.

8. Policy Obligations

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

9. 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.

Section II – Insurance to be Maintained by Contractor's Subcontractors with respect to Construction and Renovation of the Property**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 minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against La Luz Center.
- d. *Required Evidence of Insurance:*
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

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 Subcontractor maintains higher limits than the specified minimum limits, Contractor and County require and shall be entitled to coverage for the higher limits maintained by Contractors.
- c. La Luz Center, its officers, agents and employees shall be additional insureds for liability arising out of ongoing and completed operations by or on behalf of subcontractor with respect to

construction and renovation of the Property. Additional insured status for completed operations coverage shall continue for (1) year after completion of construction and renovation.

- d. First 5 Sonoma County Commission and the County of Sonoma, their officers, agents and employees** shall be additional insureds for liability arising out of subcontractor's ongoing operations. (Use ISO endorsement CG 20 26 or equivalent. Endorsement CG 20 10 or any other endorsement linking additional insured status to work performed FOR the additional insured is unacceptable).
- e.** 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. Subcontractor is responsible for any deductible or self-insured retention and shall fund it upon written request of any additional insured, regardless of whether subcontractor has a claim against the insurance or is named as a party in any action involving the additional insureds.
- f.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g.** 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).
- h.** The policy shall cover inter-insured suits between the additional insureds and subcontractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. Required Evidence of Insurance:**
 - i.** Copy of the additional insured endorsements or policy language granting additional insured status;
 - ii.** Copy of the endorsement or policy language indicating that insurance is primary and non-contributory with respect to the additional insureds; 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 vehicles if subcontractor owns vehicles.
- c.** Insurance shall apply to hired and non-owned vehicles.
- d. Required Evidence of Insurance:** Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance (*Required only for Architects, Engineers and other Design Professionals*)

- a.** Minimum Limit: \$1,000,000 per claim or 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. Required Evidence of Insurance:** Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

AGREEMENT
BY AND BETWEEN
COUNTY OF SONOMA
FIRST 5 SONOMA COUNTY
AND
COMMUNITY CHILD CARE COUNCIL

This agreement (“Agreement”), dated as of _____, 2013 (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") on behalf of the First 5 Sonoma County Commission (hereinafter “Commission”) and Community Child Care Council, a California tax-exempt non-profit corporation (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified child care resource and referral agency, experienced in supporting children and families through education, advocacy and related services; and

WHEREAS, the Commission is not a legal entity separate from the County but exercises independent discretion under Proposition 10, and use of the term “County” in this Contract necessarily includes the Commission;

WHEREAS, pursuant to Proposition 10, the Commission has adopted a Strategic Plan in accordance with Health & Safety Code section 130140 describing programs, services, and projects to be provided, sponsored or facilitated by the Commission;

WHEREAS, Commission desires to allocate Proposition 10 resources to promote preschool scholarships to children ages 0-5 in accordance with the program goals and objectives outlined in the First 5 Sonoma County Strategic Plan;

WHEREAS, an application has been submitted to the Commission for funding a project described generally as “Value in Preschool Scholarship Expansion” (hereinafter the “Project”) as described more particularly in Exhibit A;

WHEREAS, in the judgment of the Commission, provision of funding on the terms and conditions described below is in furtherance of its Strategic Plan and in furtherance of the purposes of Proposition 10.

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

A G R E E M E N T

1. Grant Amount. In consideration for Contractor’s performance of its obligations under this Agreement, Commission agrees to grant to Contractor the sum of eight hundred and fifteen thousand dollars (\$815,000) paid in accordance with the terms and conditions set forth in this Agreement (“Grant Funds”).

a. Payment of Grant Funds to Contractor. Grant Funds will be paid in advance no later than thirty (30) days after all parties have executed this Agreement.

b. Purpose of Grant Funds. Contractor agrees that Grant Funds shall be used only for the purposes of providing the services as set forth in Exhibit A. Contractor agrees that Grant Funds may not be used for any other purpose whatsoever without the written approval of the Commission.

c. Use of Grant Funds. Not later than 30 days after the end of each calendar year during the term of this contract, Contractor shall submit an Annual Use of Funds Report to Commission documenting the use of funds in the previous year. The Annual Use of Funds Report shall include the number of children ages 0-5 and/or their families served, and the types of services provided. Within thirty (30) days of receipt of the Annual Use of Funds Report, Commission shall determine to its reasonable satisfaction that Contractor has complied with the purpose of this Agreement. Contractor agrees that if funds are not used for the purposes set forth in Exhibit A of this Agreement, Contractor shall return the funds to Commission.

d. Maximum Payment Obligation. The maximum payment obligation of Commission to Contractor under this Agreement shall be eight hundred and fifteen thousand dollars (\$815,000).

e. Payment Withhold. 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.

i. 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 Section 13 of this Agreement. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

f. Overpayment. If County overpays Contractor for any reason, or if Contractor does not expend all Grant Funds for the purposes set forth in this agreement prior to the completion of the Term of Agreement set forth in Section 2, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2. Term of Agreement. The term of this Agreement shall be from Effective Date through June 30, 2018 unless terminated earlier in accordance with the provisions of Section 3 below. Contractor and County may mutually agree in writing to extend the term of this Agreement, provided that Commission's maximum payment obligation in this Agreement does not increase as a result.

3. Termination.

a. 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. Adequate bases for termination for cause of this Agreement include, but are not limited to, the failure of Contractor to use Grant Funds in compliance with the terms of Section 1(b).

b. Authority to Terminate. The County Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Health Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

c. Repayment of Grant Funds Upon Termination. If this Agreement is terminated for cause by the County, Contractor shall be obligated to repay the Grant Funds in full to the Commission. The repayment of Grant Funds shall be made in full within sixty (60) days after written notice of such termination for cause of this Agreement is provided to Contractor pursuant to Section 13 of this Agreement.

d. Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Section 6, Indemnification; (2) Section 10.d, Records Maintenance; (3) Section 10.d.i, Right to Audit, Inspect and Copy Records; (4) Section 10.m, Confidentiality; and (5) Section 14.e, Applicable Law and Forum.

4. Publicity. During the term of this Agreement, any publicity generated by Contractor for work performed or services offered or funded as a result of this Agreement shall make reference to the contribution of Commission in making the project possible.

5. Change in Funding. This Agreement is entered into on the parties' mutual expectation that the Commission will continue to receive Proposition 10 funding from the State of California. Notwithstanding any other provision of this Agreement, Commission retains the right in its sole discretion and without notice to terminate or reduce the amount payable under this Agreement in the event that the State of California does not fund or substantially reduces funding under Proposition 10.

6. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County and Commission, and to indemnify, hold harmless, and release County and Commission 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 and Commission 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 the part of County or Commission, but to the extent required by law, excluding liability due to County's or Commission's sole or active negligent acts. County and Commission 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.

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, which shall name First 5 Sonoma County Commission and the County of Sonoma, their officers, agents and employees as additional insureds on all insurance policies required by Exhibit C.

8. 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 and as set forth in Attachment A hereto, 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.

9. Extra or Changed Work. Additions or changes to the Project 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 total cost of the Project, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Head of the Department of Health Services in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work on the Project. 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. Contractor expressly acknowledges that no additions or changes to the Project shall entitle Contractor to any additional compensation whatsoever for the performance of additional or changed work, nor shall Contractor be entitled to payment of any amount above the Grant Amount, irrespective of any authorization by the County under this Agreement to augment or change the Project. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed with or without authorization of the County.

10. Representations of Contractor.

a. 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 Sections 3 or 5 above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

b. Licenses and Permits. Contractor warrants that it, and all subcontractors or other individuals and businesses performing services on behalf of Contractor under this Agreement,

have all necessary licenses and permits required by the laws, rules and regulations of the United States of America, State of California, County of Sonoma, and local jurisdictions in which it may do business and/or provide Services, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, Contractor shall only contract with subcontractors that are insured and qualified to provide services under this Agreement, as applicable.

i. Contractor shall notify Commission immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers and exemptions required by federal, state or local laws, rules or regulations. The inability shall be cause for termination of this Agreement by Commission or County.

c. 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 Commission and County harmless from any liability which it may incur to the United States of America or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. Contractor agrees to furnish County with proof of payment of taxes on these earnings at any reasonable time upon County's request.

d. 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.

i. 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.

e. 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, hired or used as an independent contractor or subcontractor. 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.

f. Statutory Compliance. Contractor and its subcontractors agree to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement including the construction and renovation of the Property, as they exist now and as they are changed, amended or modified during the term of this Agreement.

g. 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.

h. 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.

i. 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 employees, 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 that 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.

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

k. 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.

l. Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

m. 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 shall survive termination of this Agreement.

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

o. 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 charge and without any compensation therefore until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 3; or (d) pursue any and all other remedies at law or in equity.

p. Assigned Personnel.

- i. 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.
- ii. Any and all persons and entities 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.
- iii. 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.

q. Inspection Reports. Contractor shall provide Commission with any and all property inspection reports made in connection with the construction and renovation of Property, or made at any time during the term of this Agreement.

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 Section 11 limits County's right to terminate this Agreement pursuant to Section 3.

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/COMMISSION: Alfredo Perez, Executive Director
First 5 Sonoma County Commission
Department of Health Services
490 Mendocino Avenue, Suite 202
Santa Rosa, CA 95401
(707) 565-6680 main / (707) 565-6619 fax
alfredo.perez@sonoma-county.org

TO CONTRACTOR: Community Child Care Council
Melanie Dodson, Executive Director
131-A Stony Circle, Suite 300
Santa Rosa, CA 95401
(707) 522-1413 x130
mdodson@sonoma4Cs.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.

14. Miscellaneous Provisions.

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.
- j. Compliance with laws, Prevailing Wages. Contractor understands that use of Commission funds in connection with the Project, and the services provided by Contractor as

described in the Scope of Work in Exhibit A, may require the payment of prevailing wages in accordance with the Labor Code of the State of California. Contractor agrees to include a requirement in any contract for construction that all contractors, and all subcontractors at all levels, must comply with the requirements to pay prevailing wages as stated in the Labor Code of the State of California, and further agrees to provide reasonable documentation of such compliance promptly upon County's request.

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

Contractor:

Melanie Dodson
Melanie Dodson, Executive Director
Community Child Care Council

Date 7/29/13

COUNTY OF SONOMA on behalf of FIRST 5 SONOMA COUNTY:

Rita Scardaci, MPH, Director
Department of Health Services

Date _____

Certificates of Insurance or Appropriate Waivers on File with and Approved as to Substance for County:

[Signature]
Division Director or Designee
Public Health Division

Date 7/29/13

Approved as to Form:

[Signature]
County Counsel

Date 8/9/2013

Scope of Work/Plan for Reporting Results

Covering period from Effective Date – June 30, 2018

Organization: Community Child Care Council of Sonoma County (4Cs)

Project Title: *Value in Preschool Scholarship Expansion*

Project Summary: The VIP Expansion will increase the number of preschool scholarships available by 12 FTE for four year old children residing in the targeted school attendance areas of Petaluma (McDowell, McKinley & Cinnabar)

STRATEGIES /ACTIVITIES	TIMELINE	PERSON(S) RESPONSIBLE	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
1. Recruit & Assess a total of 10 Petaluma Preschools to become Value in Preschool Providers. (6 preschools Year 1 and 4 preschools in Year 3)	First 6 preschools by September 30, 2013 4 preschools in Year 3 by July 1, 2015	Program Manager	Outreach to all 29 preschool programs located in the targeted school attendance areas. 6 meet high quality standards by passing the CLASS assessment & Environmental Rating Scale assessment in the first year. 4 meet high quality standards by passing the CLASS assessment & Environmental Rating Scale assessment in the third year.	6 new high quality preschool programs identified and added to the VIP parent choice list year 1. 6 new signed participation agreements year 1. 4 new high quality preschool programs identified and added to the VIP parent choice list year 3 4 new signed participation agreements year 3.
2. New VIP Preschool programs attend bi-monthly cohort meetings.	August 31, 2013 through June 30, 2018	Program Manager	Six (6) VIP Provider cohort Meetings will be scheduled each fiscal year. Cohort meetings will be attended by: FY 2013 -14 - 85% of new providers (7) FY 2014 – 15 - 60% of continuing providers (5) FY 2015-16 – 85% of new providers (6), 60% of continuing providers (5) FY 2016-17 – 70% of continuing providers attend (11) FY 2017-18 – 70% of continuing providers attend (11)	80% of VIP Cohort Participants report being “highly satisfied” with Cohort meetings based on quarterly survey provided at the meeting. 75% of VIP Cohort Participants indicate that they have implemented or done something new or different in their preschool programs based on the meetings through quarterly survey
3. Provide technical assistance and support to VIP providers by phone, email and in person.	August 2013 – June 30, 2018	Program Manager	Count of calls, emails and in person technical assistance provided.	Not Applicable

STRATEGIES /ACTIVITIES	TIMELINE	PERSON(S) RESPONSIBLE	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
4. Enroll eligible family/children into the VIP Scholarship Program	August 2013 – June 30, 2018	Case Manager	Count of children who receive preschool scholarships: 10 FTE in FY 2013-14 12 FTE in FY 2014-15 12 FTE in FY 2015-16 12 FTE in FY 2016-17 12 FTE in FY 2017-18	85% of children complete the year of preschool at a high quality VIP preschool program the year prior to entry into Kindergarten.
5. Hold annual VIP Parent/Guardian Program Orientations and Program Exit meetings to provide program information and family surveys.	August 2013 – June 2018	Case Manager	Count of families participating in orientation meetings (100% target) Count of families participating in exit meetings (80% target) Count of families completing survey (80% target)	Orientation Meeting: 100% of parent/guardians will identify, via survey three strategies to participate in their child's education during the preschool year. Exit meeting: 80% of parent/guardians will identify via survey three strategies to participate in their child's education during the Kindergarten year.
6. Provide technical assistance to VIP families by phone, email and in person.	August 2013 – June 2018	Case Manager	Count of calls, emails and in person technical assistance provided	NA
7. Conduct bilingual Parent Engagement workshops	August 2013- June 2018	Case Manager	A minimum of three bilingual parent workshops conducted each fiscal year. A minimum of 8 VIP Petaluma parents participate at each workshop.	70% of participants identify at least one parent engagement strategy they will implement during the preschool year.
8. Collect and maintain detailed demographic data on population(s) served	Ongoing	Program Director	Duplicated and unduplicated counts of population(s) served to include: #s of children 0-5 served #s of parents served #s of providers served Gender, ethnicity, and primary language of <u>all</u> service recipients; and special need status of children served	Not Applicable

STRATEGIES /ACTIVITIES	TIMELINE	PERSON(S) RESPONSIBLE	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
9. Prepare and submit timely progress reports in a format approved by First 5, including quarterly cumulative data summaries with client profiles. Cooperate in site visits, and participate in the Commission’s evaluation processes which may result in modification to the work plan and/or documentation procedures, as agreed to by the Commission and contractor.	Ongoing	Program Director	<p>Quarterly progress reports each year (due 10/31, 1/31, 4/30 and 7/31)</p> <p>Quarterly progress reports will include monthly data as well as the narrative “story” about the successes, challenges and lessons learned during the reporting period.</p> <p>Quarter 4 progress reports to include cumulative year-end data summary and analysis of demographics for recipients of service.</p>	Not Applicable
10. Acknowledge the funding and support received from First 5 Sonoma County in all communications with the public about the project or program as directed by the First 5 Sonoma County Communications Guidelines for Funded Programs.	Ongoing	Program Director	Not Applicable	Not Applicable

Exhibit B. Budget**Budget Years: Effective Date – 6/30/2018**

Description	First 5 Funding
Personnel (Job title, % FTE, full-time salary)	
1. Program Manager (.15 FTE)	\$38,156
2. Program Case Manager (.45 FTE)	\$114,468
Employee Benefits (~20% of salaries)	\$30,525
Materials and Supplies	
1. Program Supplies	\$3,600
2. Provider & Parent Training Materials	\$2,626
3. Duplication of Materials for Providers and Parents	\$2,500
Other Operating Expenditures	
1. Preschool Scholarships	\$580,000
2. Travel - Mileage Reimbursement	\$1,375
3. Equipment - Laptop	\$0
4. Rent/Telephone/Equipment Usage.	\$3,000
6. Consultants (Trainers for Provider Cohort Meetings/Trainings)	\$500
7. Assessments & Accreditation	\$3,000
SUBTOTAL	\$779,750
Administrative Overhead/Indirect Costs (Identify the specific costs included - <i>not to exceed 15%</i>) <i>Includes administrative staff wages and benefits, and administrative portion of supplies, equip. maintenance, telephone, insurance and consultants, mileage and audit.</i>	\$35,250
TOTAL	\$815,000

Please note: Admin Overhead is NOT calculated on preschool scholarships.

Insurance Requirements

Section I – Insurance to be Maintained by Community Child Care Council

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of this Agreement. 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 minimum 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. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- 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. **First 5 Sonoma County Commission and the County of Sonoma, their 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 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 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, other than the California State Compensation Insurance Fund 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. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma (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. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

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.



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
Board of Directors of the County of Sonoma Public Financing Corporation

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Cathy Patton 565-2073

Supervisory District(s):

Countywide

Title: Sonoma County Series 2013 Series A & B Refunding Certificates of Participation

Recommended Actions:

- 1) Approval of the Resolution authorizing the execution by the County of various documents with respect to the refinancing of the County of Sonoma Certificates of Participation, 2003 Series A and 2003 Series B and authorizing related actions in connection therewith; and
- 2) Approval of the resolution of Board of Directors of the County of Sonoma Public Financing Corporation authorizing the execution by the Corporation of various documents with respect to the refinancing of the County of Sonoma Certificates of Participation, 2003 Series A and 2003 Series B and authorizing related actions in connection therewith; and
- 3) Authorization for the Director of General Services to execute a contract with KNN for financial advisor services in the amount of \$96,500 and Stradling, Yocca, Carlson & Rauth for bond counsel services in the amount of \$46,500.

Executive Summary:

On July 13, 1993, the Sonoma County Board of Supervisors and the Board of Directors of the Sonoma County Public Financing Corporation approved the Lease Agreement and other related legal documents pertaining to the 1993 Detention Facility Improvement Program Financing ("1993 COPs") in the amount of \$22,425,000. The original purpose of the financing was for the construction of improvements to the Main Adult Detention Facility. On August 26, 2003, the Board of Supervisors and the Financing Corporation Board of Directors approved the 2003 Series A & B Certificates of Participation ("2003 COPs") Refunding Bonds in the amount of \$24,255,000 to refinance the 1993 COPs at a lower rate of interest. The 2003 Series A COPs of \$19,295,000 refinanced the 1993 COPs and provided additional funds for the acquisition of the Russell Avenue Homeless Shelter and the 2003 Series B COPs of \$4,960,000 financed Juvenile Justice Center Courthouse Improvements.

This request seeks approval to execute the related legal documents pertaining to the refunding

(refinance) of the County of Sonoma 2003 Series A & B COPs in the amount of \$10,640,000. The proposed refunding will result in a new 2013 Series A & B Certificates of Participation ("2013 COPs") and will save the County approximately \$500,000 of interest expense net of the costs of issuance. The original final maturity of the 2003 COPs is November 2017 and will remain unchanged. The financing will continue to utilize the Main Adult Detention Facility and Juvenile Justice Center as leased assets.

The County considered several different methods of sale and has proposed to sell the 2013 COPs to the County Treasurer as an investment on behalf of the Treasury Pooled Investment Fund ("Treasury Pool"). The proposal to offer the bonds directly to the Treasury Pool creates several advantages compared to either a competitive public offering or private bank placement. First, the costs of issuance for the transaction are reduced because the need for a cash funded reserve and a bond rating are eliminated. Secondly, the cost to produce the legal documents for the transaction is reduced because there is no need for an official statement or other customized documents. Lastly, the bonds are fully callable on any installment date after May 1, 2014 should the County decide to prepay the bonds.

From the Treasury Pool's perspective the purchase of the Bonds is a prudent investment that is permissible per the Treasurer's Investment Policy. The Investment Policy states that bonds issued by local agencies are a permitted investment as long as they are within the 5 year stated allowable maximum maturity for investments held by the Treasury Pool. In this case, the bonds mature in November 2017 and the interest rate including all costs of issuance will be approximately 1.70%. Sonoma County carries a 'AA-' lease bond rating with Standard & Poor, and a 'AA' rating with Fitch Ratings. The pricing of the 2013 COPs is based upon recent comparable bond sales of similarly rated California municipal issuers and the proposed rates on the bonds are deemed to be fair as compared to other types of investments held by the Treasury Pool.

The total estimated cost of issuance is approximately \$147,500. Staff is recommending that the cost of issuance be paid in cash from the general fund as opposed to adding that amount to the financing in order to maximize overall interest savings. In association with those costs, staff is requesting authorization to execute a contract with Stradling, Yocca, Carlson & Rauth ("Stradling"), bond counsel and KNN Public Finance, financial advisor. Stradling, in their role as bond counsel prepares all legal documents relating to the financing. KNN as financial advisor assists the County in evaluating the cost effectiveness of the financing, structuring of the bonds, as well as monitoring market conditions to make recommendations regarding timing and method of sale. The financing team has been working on this transaction for approximately a year and both vendors put in considerable work and are only paid on a contingent basis if the transaction closes. The extended timeframe was due to the County's evaluation of current and future borrowing needs in order to optimize the financing opportunity. KNN has reduced their fees by \$20,000 to \$95,000 plus actual costs not to exceed \$1,500 – contract total of \$96,500 and Stradling's has reduced their fee from \$55,000 to \$45,000 plus a not to exceed \$1,500 for costs – contract total of \$46,500.

On April 1, 2013 the Debt Advisory Committee preliminarily reviewed and approved this transaction. Subsequently, on June 27, 2013 a final vote was conducted and the transaction received final approval. The transaction is in conformance with the County's Debt Policy. According to the Debt Policy the transaction is required to realize at least 3.0% net present value savings and this transaction will realize approximately a 4.90% net present value savings or \$500,000 in interest cost savings.

Prior Board Actions:			
1993: The Board approved issuance of the 1993 Certificates of Participation (COP). 2003: The Board approved the issuance of the series 2003 A and 2003 B refinance COP.			
Strategic Plan Alignment		Goal 4: Civic Services and Engagement	
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 147,500	County General Fund	\$ 147,500
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 147,500	Total Sources	\$ 147,500
Narrative Explanation of Fiscal Impacts (If Required):			
The amount budgeted will pay the costs of issuance associated with the financing transaction.			
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 of the Board of Supervisors 2) Resolution of the Sonoma County Public Finance Corporation			
Related Items "On File" with the Clerk of the Board:			
1) Stradling Yocca Carlson & Rauth Agreement for Legal Representation of the County of Sonoma; 2) KNN Public Finance Agreement for Services. 3) Amended & Restated Lease Agreement, 2003 Series A & B 4) Assignment & Repurchase Agreement, 2003 Series A & B			

5) Amended & Restated Site Lease Agreement, 2003 Series A & B



County of Sonoma

State of California

Date: August 20, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing The Execution By The County Of Various Documents With Respect To The
Refinancing Of The County Of Sonoma Certificates Of Participation, 2003 Series A And 2003
Series B And Authorizing Related Actions In Connection Therewith**

Whereas, the County of Sonoma (the "County") desires to refinance its lease obligations related to the County of Sonoma Certificates of Participation 2003 Series A (1993 COPs Refinancing) and the County of Sonoma Certificates of Participation 2003 Series B (Juvenile Justice Center Project (together, the "2003 Certificates");

Whereas, to facilitate the prepayment of the 2003 Certificates the County desires to amend and restate the existing leases relating to the 2003 Certificates and authorize those leases to be sold and assigned by the County of Sonoma Public Financing Corporation (the "Corporation") to the Auditor-Controller-Treasurer-Tax Collector (the "Treasurer") acting on behalf of the Sonoma County Pooled Investment Fund (the "County Pool") to provide funds to prepay the 2003 Certificates in whole;

Whereas, to facilitate the prepayment of the 2003 Certificates, the Board of Supervisors of the County (the "Board") now desires to approve the forms of and authorize the execution and delivery of an Amended and Restated Site Lease (2003 Series A) and an Amended and Restated Site Lease (2003 Series B) (together, the "Amended Site Leases") and an Amended and Restated Lease Agreement (2003 Series A) (the "2003A Amended Lease") and an Amended and Restated Lease Agreement (2003 Series B) (the "2003B Amended Lease" and, together, the "Amended Lease Agreements") each by and between the County and the Corporation, and an Assignment and Purchase Agreement (2003 Series A Certificates of Participation Refinancing) and an Assignment and Purchase Agreement (2003 Series B Certificates of Participation Refinancing) (together, the "Assignment Agreements") each by and between the Corporation and the Treasurer;

Whereas, the County has determined that it would be in the best interests of the County to provide the funds necessary prepay the 2003 Certificates by having the Corporation sell and assign to the Treasurer, pursuant to the terms of an Assignment and Purchase Agreement (the "Assignment Agreement") by and between the Corporation and the Treasurer, all of the Corporation's rights, title and interest in and to the Amended Sites Leases and the Amended Lease Agreements (except for certain Reserved Rights as defined in the Assignment Agreement) all as provided for in the Assignment Agreement;

Resolution #

Date:

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Whereas, the Board has been presented with the form of each document referred to herein relating to the actions contemplated hereby, and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such actions; and

Whereas, subject only to compliance with the provisions of Section 4 of this Resolution, the Board desires to authorize the purchase by the Treasurer of the Corporation's rights under the Amended Site Leases and Amended Lease Agreements pursuant to the terms of the Assignment Agreement and state expressly its intention that such purchase not result in any extinguishment of the County's obligations thereunder as provided for in Government Code Section 5925;

Whereas, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the County is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

Now, Therefore, Be It Resolved by the Board of Supervisors of the County of Sonoma, as follows:

SECTION 1. Recitals. All of the recitals herein contained are true and correct and the Board so finds.

SECTION 2. Approval of Amended Site Leases. The forms of the Amended Site Leases, on file with the Clerk of the Board, are hereby approved, and each of the Chairman of the Board, the County Administrator, the Assistant County Administrator, the Director of General Services, and their written designees (collectively, the "Authorized Officers"), acting alone, is hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Amended Site Leases in substantially said forms, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. Approval of Amended Lease Agreements. The forms of the Amended Lease Agreements, on file with the Clerk of the Board, are hereby approved, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Amended Lease Agreements in substantially said forms, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the aggregate amount of the principal components of the Base Rental Payments payable under the 2003A Amended Lease shall not exceed \$8,455,000.00 and the Base Rental Payments payable under the 2003B Amended Lease shall not exceed \$2,185,000.00. The Board hereby determines that the Base Rental Payments due under the Amended Lease Agreements in each fiscal year are reasonable and will not exceed the fair rental value in each fiscal year of the property leased to the

Resolution #
Date:
Page 3

County thereunder and that each individual rent payment will be accompanied by consideration received by the County corresponding to that payment.

SECTION 4. Approval of Assignment Agreements. The County hereby approves the forms of Assignment Agreements on file with the Clerk of the Board and their execution and delivery by the Corporation so long as the purchase price to be paid thereunder is equal to the total principal components of the Lease Payments payable under the Amended Lease Agreements and is sufficient to prepay the 2003 Certificates in whole under the terms of the Trust Agreement (2003 Series A) and the Trust Agreement (2003 Series B) each dated as of October 1, 2003 by and among the County, the Corporation and Union Bank, N.A., as trustee. The Board further approves the purchase by the Treasurer of the interests conveyed under the Assignment Agreements and finds and determines that, in accordance with Government Code Section 5925, such purchase will not result in an extinguishment of the County's obligations under the Amended Site Leases and the Amended Lease Agreements.

SECTION 5. Approval of Contracts with Consultants. Each of the Authorized Officers, acting alone, is hereby authorized to enter into contracts for services with KNN Public Finance, Financial Advisor and with Stradling Yocca Carlson & Rauth, a Professional Corporation as Special Counsel.

SECTION 6. Official Action. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including but not limited to a tax certificate and such other documents, certificates, instruments and agreements as required for the prepayment of the 2003 Certificates.

SECTION 7. Prior Actions. All actions heretofore taken by the officers, employees and agents of the County with respect to the transactions set forth above are hereby approved, confirmed and ratified.

SECTION 8. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma
State of California

Date: August 20, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Directors Of The County Of Sonoma Public Financing Corporation
Authorizing The Execution By The Corporation Of Various Documents With Respect To The
Refinancing Of The County Of Sonoma Certificates Of Participation, 2003 Series A And 2003
Series B And Authorizing Related Actions In Connection Therewith**

Whereas, the County of Sonoma (the "County") desires to refinance its lease obligations related to the County of Sonoma Certificates of Participation 2003 Series A (1993 COPs Refinancing) and the County of Sonoma Certificates of Participation 2003 Series B (Juvenile Justice Center Project) (the "2003 Certificates");

Whereas, to facilitate the prepayment of the 2003 Certificates the County intends to amend and restate the existing leases relating to the 2003 Certificates and authorize those leases to be assigned by the County of Sonoma Public Financing Corporation (the "Corporation") to the Auditor-Controller-Treasurer-Tax Collector (the "Treasurer") acting on behalf of the Sonoma County Pooled Investment Fund (the "County Pool") to provide funds to prepay the 2003 Certificates in whole;

Whereas, in order to implement the County's refinancing plan, the Corporation must authorize the execution and delivery of an Amended and Restated Site Lease (2003 Series A) and an Amended and Restated Site Lease (2003 Series B) (together, the "Amended Site Leases") and an Amended and Restated Lease Agreement (2003 Series A) and an Amended and Restated Lease Agreement (2003 Series B) (together, the "Amended Lease Agreements") each by and between the County and the Corporation, and an Assignment and Purchase Agreement (2003 Series A Certificates of Participation Refinancing) and an Assignment and Purchase Agreement (2003 Series B Certificates of Participation Refinancing) (together, the "Assignment Agreements") each by and between the Corporation and the Treasurer;

Whereas, the County has determined that it would be in the best interests of the County to provide the funds necessary prepay the 2003 Certificates through the sale and assignment by the Corporation of its rights, title and interest in and to the Amended Sites Leases and the Amended Lease Agreements (except for certain Reserved Rights as defined in the Assignment Agreement) all as provided for in the Assignment Agreement;

Resolution #

Date:

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Whereas, the Board of Directors of the Corporation (the "Board") has been presented with the form of each document referred to herein relating to the actions contemplated hereby, and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such actions; and

Whereas, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Corporation is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

Now, Therefore, Be It Resolved by the Board of Directors of the County of Sonoma Public Financing Corporation, as follows:

Section 1. All of the recitals herein contained are true and correct and the Board so finds.

Section 2. The forms of the Amended Site Leases, on file with the Secretary of the Corporation, are hereby approved, and each of the President of the Corporation, the Vice President of the Corporation, the Treasurer of the Corporation, the Secretary of the Corporation, or the their designees and such other officers of the Corporation as the President of the Corporation may designate (collectively, the "Authorized Officers"), acting alone, is hereby authorized and directed, for and in the name and on behalf of the Corporation, to execute and deliver the Amended Site Leases in substantially said forms, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of the Authorized Officers.

Section 3. The forms of the Amended Lease Agreements, on file with the Secretary of the Corporation, are hereby approved, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the Corporation, to execute and deliver the Amended Lease Agreements in substantially said forms, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of the Authorized Officers.

Section 4. The forms of Assignment Agreements, on file with the Secretary of the Corporation, are hereby approved, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the Corporation, to execute and deliver the Assignment Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. The officers of the Corporation are hereby authorized and directed, jointly and severally, to do any and all things, including executing any and all additional documents and certificates which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

Resolution #

Date:

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Section 6. All actions heretofore taken by the officers and agents of the Corporation with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 7. This Resolution shall take effect from and after its date of adoption.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

2013 Series A and B Certificates of Participation \$10,640,000



Background

- The County of Sonoma originally issued \$19.295 million of 2003 Series A Certificates of Participation (COPs) and \$4.96 million of 2003 Series B COPs on October 1, 2003.
- The Series A COPs refinanced the County's 1993 Detention Facility Improvement Program COPs, and financed the acquisition and improvement of an emergency homeless shelter, and upgrades to certain radio system components.
- The Series B COPs financed the acquisition and construction of two courtrooms and administrative office space for the Juvenile Justice Center.

Background Continued

- Currently, the 2003 Series A COPs have \$8.335 million of outstanding principal, and the Series B has \$2.155 million of outstanding principal.
- Both the 2003 A and 2003 B COPs may be prepaid at any time without penalty.
- The final maturity for both Series is November 15, 2017.
- The 2003 Series A and B COPs are currently rated “AA-” by S&P.

Plan of Refinance

- Staff continually evaluates refinance opportunities of County debt with the assistance of KNN Public Finance, the County's financial advisor.
- The low interest rate environment provides an opportunity for cash flow savings through a refinance.
- Last fall, an opportunity was identified for savings on the 2003 Series A and B COPs.
- Given the short final maturity and relatively small financing amount, the transaction was naturally a good fit for a direct purchase.

Benefits of Direct Purchase

A direct purchase method of sale compared to a competitive sale yields several benefits:

- No cash debt service reserve fund required.
- Prepayment option flexibility.
- Lower overall cost of issuance:
 - No disclosure document (Official Statement)
 - No bond rating
 - No bond trustee
 - Streamline legal documentation

Savings

- Transaction costs of approximately \$147,500 are recommended to be paid up front from the general fund
- The final pricing occurred on July 31, 2013, and will generate approximately \$487,000 in present value savings, or about 4.64% of the 2003 COPs, net of the costs.
- The refinancing matches the final maturity of the existing 2003 A and B COPs.
- The transaction was approved by the Debt Advisory Committee and meets the guidelines of the County Debt Policy.

Pricing

- The Sonoma County Treasury Pool identified the bonds as a beneficial purchase opportunity which falls within the Treasury Investment Policy.
- The COP interest rates were negotiated between the County and the Treasury in good faith by both offices.
- The financing team identified comparable COPs and Lease Revenue Bonds that recently priced in the California public markets.
- The team also obtained indicative pricing levels from several direct purchase providers as additional data points.
- The final interest rate ranges from .08%-1.55%.

Protections for Treasury Pool

- Treasury Pool investment policy permits investment in local agency debt, and there is no minimum rating requirement.
- The \$10,640,000 amount is in line with the typical amount of a Treasury investment transaction. The average range is between \$5-15 million.
- The final maturity date is 11/15/2017, slightly more than four years from now. This is within the 5 year limit set by the investment policy.
- This is an illiquid investment for the pool, however it represents a very small percentage of the pool's total of approximately \$1.5 billion. It poses minimal risk from a cash flow perspective, and principal will be paid down annually, minimizing cash flow risk even further.

Requested Actions

- Approval of the Resolution authorizing the execution by the County of various documents with respect to the refinancing of the County of Sonoma Certificates of Participation, 2003 Series A and 2003 Series B and authorizing related actions in connection therewith; and
- Approval of the resolution of Board of Directors of the County of Sonoma Public Financing Corporation authorizing the execution by the Corporation of various documents with respect to the refinancing of the County of Sonoma Certificates of Participation, 2003 Series A and 2003 Series B and authorizing related actions in connection therewith; and
- Authorization for the Director of General Services to execute a contract with KNN for financial advisor services in the amount of \$96,500 and Stradling, Yocca, Carlson & Rauth for bond counsel services in the amount of \$46,500.



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: Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Services and Probation

Staff Name and Phone Number:

Nick Honey 565-4343
Katie Greaves 565-4261
Larissa Heeren 565-6294

Supervisorial District(s):

All

Title: 2013 Child Welfare and Juvenile Probation County Self-Assessment Report

Recommended Actions:

Approve the 2013 Child Welfare and Juvenile Probation County Self-Assessment Report.

Executive Summary:

The Child Welfare and Juvenile Probation County Self-Assessment (CSA) is a systematic approach to examining the strengths and challenge areas within the two systems. This assessment, which is a collaborative process between the county and its stakeholders, includes analyses of agency and community indicators of child and family well-being; agency performance in all federal and state outcome areas; policy, procedural and systemic factors that affect county performance; and the availability of resources. The CSA process is mandated and outlined by the Federal Children and Family Services Review and takes place every five years in each California county. It serves as a "report card" of county performance in child welfare services and informs system improvements moving forward. The findings and themes that emerged during the 2013 CSA process will serve as the foundation for the 2014-2019 System Improvement Plan, which is currently being developed and will be presented to the Board in February 2014.

The 2013 CSA illuminated many strengths of Sonoma County practice in the child welfare and juvenile probation systems. Since 2010, Sonoma County has improved or remained strong in many performance categories, most notably in moving young children to adoption if reunification is not an option, preventing children from re-entering foster care and preventing the recurrence of child abuse. As a result of the passage of AB 12 in 2010, Sonoma County foster youth now have the option of remaining in foster care beyond their 18th birthdays. In order to support extended foster care, the Human Services Department worked with community partners to develop a network of services for transition-age youth including VOICES for the Independent Living Skills Program, Social Advocates for Youth (SAY) for emergency housing and TLC Child and Family Services for transitional housing. The 2013 CSA process reinforced the ongoing need for these and additional services to provide the best chances for foster

youth to become self-sufficient adults.

In the last System Improvement Plan, Sonoma County implemented a new evidence-based assessment system called Structured Decision Making (SDM). This was in response to data showing that emergency response workers were being dispatched to investigate child abuse reports that were found to be low risk. The 2013 County Self-Assessment illustrated the results of implementing SDM. In the last two years, the number of child abuse reports that were determined to require investigation and the proportion of children with substantiated allegations of maltreatment have decreased. Interestingly though, the number of children removed from their parents' care has increased over the past several years, a trend believed to be due to the use of SDM screening, safety and risk tools. In other words, Sonoma County child welfare social workers can now more effectively identify children in high risk situations and respond more quickly to ensure children's safety.

The CSA also highlighted areas that remain below the state and national target including reunifying children and families within 12 months, moving older youth out of long term foster care into permanent homes and engaging families early on in their own case planning. Sonoma County has a high rate of youth placed in group homes due to the lack of intermediate-level foster homes called *treatment foster care*. The CSA also revealed gaps in internal data collection methods which have created barriers to analysis. For example, the ethnicity of foster parents are inconsistently assessed and/or recorded preventing the department from analyzing the extent to which Native American children are placed with Native American caregivers while in foster care. The Human Services Department has already begun to create and implement strategies to address these challenges, which will be formalized in the 2014-2019 System Improvement Plan.

The focus of the Probation Department during the past CSA time period was a commitment to specific, measurable improvements in performance outcomes which the Department felt would positively impact child safety, permanency, and well-being. Efforts have been focused on maintaining youth in the community and providing pre-placement services to a larger number of youth and families; however, the number of out-of-home placement cases continues to rise.

The Human Services and Probation Departments engaged 216 individuals, including foster youth, in the CSA process through 3 community meetings and 16 focus groups. Stakeholders provided valuable input on additional strengths and challenges. A key strength identified by stakeholders that emerged during the CSA process – and was reflected by the extent of community participation – was a passion for and commitment to improving the lives of children and families throughout Sonoma County, which was shared by the staff of Family, Youth and Children, Probation and all stakeholders. Stakeholder-identified challenges include the need for more community outreach and education on child abuse, a desire to participate more collaboratively in the case planning process and ongoing service barriers for Spanish-speaking families and families who reside in outlying areas.

A number of strategies to address identified weaknesses are outlined in the 2013 CSA report and will provide the basis for the development of the 2014-2019 System Improvement Plan. These strategies include engaging families earlier in the case planning process, improving collaboration and coordination with partner organizations, implementation of initiatives aimed at moving children out of long term foster care, developing a local treatment foster care program and many others. The 2014-2019 System Improvement Plan will be presented to the Board in February 2014.

Prior Board Actions:			
The last Child Welfare and Juvenile Probation County Self Assessment was approved in March 2010.			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
This action supports the goal of a safer and healthier community by evaluating the strengths and gaps of the child welfare and probation systems. A comprehensive, community-involved analysis of the child welfare and probation systems is a necessary first-step in providing the highest quality services to children and families.			
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ n/a		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 0	Total Sources	\$ 0
Narrative Explanation of Fiscal Impacts (If Required):			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
n/a			
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
2013 Sonoma County Self Assessment for Child Welfare and Juvenile Probation Executive Summary			
Related Items "On File" with the Clerk of the Board:			
Sonoma County Self Assessment for Child Welfare and Juvenile Probation			

Stakeholder Identified Strengths and Challenges

County staff, clients and the community identified the following overarching themes as strengths and challenges of the child welfare and juvenile probation systems:

1. All individuals who work with children and families involved with the child welfare and juvenile probation systems care deeply about child and family well-being.
2. **Safety, permanency and well-being outcomes** would improve if youth and families were engaged early on as a driver in their own case planning.
3. Service providers, community members, tribal representatives, educators and other stakeholders want to more fully participate in case planning.
4. The recruitment of more foster homes, particularly treatment foster homes (foster homes that are equipped to care for children with more intensive health, developmental and emotional needs) and those who will accept older youth, is the cornerstone to having a full continuum of foster care in Sonoma County. Sonoma County has a high rate of youth placed in group homes due to the lack of treatment foster homes.
5. Permanency outcomes for young children are very good and could inform quality improvements to programs and services for older youth whose permanency outcomes are not as positive.
6. The community wants more and better outreach and education about child abuse and reporting.
7. Sonoma County boasts a wide array of community-based services but there continue to be barriers to clients' ability to seamlessly access services. These barriers are particularly acute for Spanish-speaking families and families who live in outlying areas.
8. Stakeholders' (including youth and parents) experience of the child welfare system varies depending upon the social worker assigned. There is variation in practice across the entire spectrum of the child welfare system.

Conclusions

Sonoma County has a long history of providing high-quality child welfare services to children, youth, families and the community. Social workers develop and maintain strong relationships with their clients and go above and beyond to ensure their well-being. The Human Services Department provides a diverse and plentiful array of effective prevention and treatment services and has strong partnerships in the community. And yet for myriad reasons outlined in this report, outcomes for young children are better than the outcomes for older youth. Older youth who have been in foster care for an extended time period tend to remain in foster care rather than exiting to a forever family.

The focus of the Probation Department during the past CSA term was a commitment to specific, measurable improvements in performance outcomes which the Department felt would positively impact child safety, permanency and well-being. Efforts have been focused on maintaining youth in the community and providing pre-placement services to a larger number of youth and families' however, the number of out-of-home placement cases continues to rise.

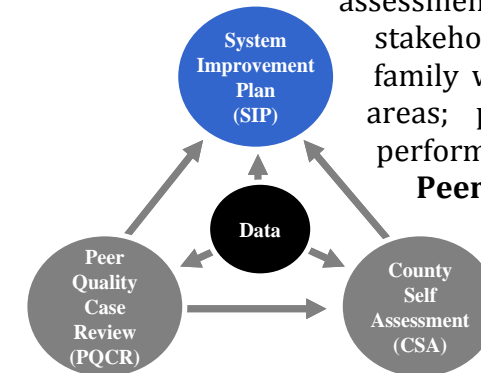
Next Steps

As they move into the development of the 2014-2019 System Improvement Plan, the Human Services and Probation Departments will continue to engage stakeholders, including families and youth, in identifying effective strategies to improve safety, permanency and well-being outcomes for the individuals they serve. The SIP will build on the strengths identified in the 2013 CSA and provide evidence-informed solutions to the barriers and challenges it outlines.



EXECUTIVE SUMMARY

The **Child Welfare and Juvenile Probation County Self-Assessment (CSA)** is a systematic approach to examining the strengths and challenge areas for both organizations. This assessment, which is a collaborative process of the county and its stakeholders, includes analysis of a variety of indicators of child and family well-being; agency performance in all federal and state outcome areas; policy, procedural and systemic factors that affect county performance; and the availability of resources. The CSA also includes a **Peer Case Review** intended to provide counties with issue-specific, qualitative, case-level information gathered by external peer experts. This Self-Assessment process is mandated and outlined by the Federal Children and Family Services Review and takes place every five years in each California County.



The findings and themes that emerge during the CSA process serve as the foundation for the **System Improvement Plan**. The SIP acts as the county's roadmap for system improvements, as well as the operational agreement between the county and the state in the local implementation of strategies to improve safety, permanency and well-being outcomes of children and their families. This report will form the basis of the Sonoma County 2014-2019 System Improvement Plan.



County Self Assessment Process

The 2013 County Self-Assessment process included 3 large community meetings and 16 focus groups. 216 individuals attended these meetings representing a wide variety of child welfare and probation stakeholders including county staff, current and former foster and probation youth, foster parents, group homes, mental health, public health, Indian Child Welfare experts representing local Native American tribes, education, child care, prevention partners community-based organizations and others. Input from these groups were used in conjunction with quantitative analysis of county performance on federal outcome measures to create a portrait of county strengths and challenges in all aspects of the child welfare and probation systems.

"I think it's the county that wants to improve and all of us too, even after all the things we went through. This is probably one of the best counties to be in foster care." – current foster youth and focus group participant

2013 SONOMA COUNTY CHILD WELFARE SELF ASSESSMENT

Measure	Measure Description	2012 Sonoma	2012 California	State/National Target	Change since last SIP	Action moving forward
SONOMA COUNTY STRENGTHS						
<i>Sonoma County outcome and process measures in the following areas are at or surpass the state/national targets.</i>						
SAFETY	No Recurrence of Maltreatment <i>This measures repeat maltreatment by the child's parents.</i>	93.8%	93.1%	>94.6%	Improvement	STRENGTH/WATCH
	No Recurrence of Maltreatment in foster care	100%	99.6%	>99.68%	No change	STRENGTH
	Timely Response – Immediate Response (Child Abuse Investigations) <i>This measures the timeliness of response to investigate child abuse allegations.</i>	94.5%	98%	>90%	No change	STRENGTH
PERMANENCY	Adoption Score <i>This measures successful adoption if reunification is not an option.</i>	120.4	114.0	>106.4	Improvement	STRENGTH/WATCH
	Re-entry Following Reunification <i>This measures children reentering foster care within 12 months of reunifying with parents.</i>	8.3%	13%	<9.9%	Decline	STRENGTH/WATCH
	Placement Stability Score <i>This measures the number of placement transitions while in foster care.</i>	98.2	99.8	>101.5	Decline	STRENGTH*/WATCH
WELL-BEING	Health/Dental. <i>These measure the number of children in foster care who received timely well-child exams and dental exams. There are too few doctors and dentists in Sonoma County that accept Medi-Cal.</i>	86.9% (Health)	94.4% (Health)	N/A	Improvement	STRENGTH/WATCH
		72.9% (Dental)	75.9% (Dental)			
SYSTEMIC FACTOR – Service Array	<i>Families must have access to an array of effective, community-based and culturally appropriate services in order to remediate the problems that brought them to the attention of child welfare or probation in the first place. The availability of such services is a systemic precondition for improving child welfare outcomes. Family, Youth & Children's Services currently contracts with 163 service providers. Over the last 3 years, FY&C has changed its procurement process to recruit service providers who offer evidence-based practices and works with contractors to have programs accepted to the Sonoma County Upstream Portfolio.</i>					STRENGTH
SONOMA COUNTY CHALLENGE AREAS						
<i>Sonoma County outcome and process measures in the following areas are below the state/national targets or were identified locally as being an area of weakness and will be addressed in the 2014-2019 System Improvement Plan.</i>						
PERMANENCY	Reunification Score <i>This measures successful family reunification following removal.</i>	107.9	113.0	>122.6	No change	SIP
	Exits to Permanency Score <i>This measures exits from foster care for children in care for an extended time period.</i>	98.7	110.9	>121.7	Decline	SIP
WELL-BEING	Least Restrictive Placement. <i>Sonoma County's rate of youth in group homes exceeds the state rate.</i>	21% (Group Home or Shelter)	7% (Group Home or Shelter)	N/A	Decline	SIP
	Psychotropic Medication. <i>This measure provides the percent of children in foster care who have been authorized to receive psychotropic medications.</i>	24.4%	13.4%	N/A	No change	SIP
PROCESS	Timely Social Worker Contacts <i>This measures the timeliness and regularity of ongoing contact between social workers and youth.</i>	85%	93.4%	>90%	No change	SIP
SYSTEMIC FACTOR – Foster Parent Recruitment and Retention	<i>Sonoma County has a core group of committed foster parents who assist the county in achieving its programmatic outcomes. Having enough foster homes to meet the placement and cultural needs of children in care is systemic precondition for achieving timely reunification and exits to permanency. In January 2013 there were 100 county-licensed foster homes, of which 52 were actively accepting placements from the county. This does not include relative homes approved for placement and foster homes licensed through foster family agencies.</i>					SIP
SONOMA COUNTY "WATCH" AREAS						
<i>Sonoma County outcome and process measures in the following areas may be slightly below the state/national targets, have been identified as needing additional information or analysis, or have internal data collection inconsistencies which prevent analysis of performance.</i>						
SAFETY	Timely Response – 10 Day Response (Child Abuse Investigations) <i>This measures the timeliness of response to investigate child abuse allegations.</i>	81.9%	93.5%	>90%	No change	EXPLORE
WELL-BEING	Siblings Placed Together. <i>This measure shows the rate at which sibling groups are placed together in foster care. There is no state target for this.</i>	61%	73%	N/A	No change	WATCH
	Older Youth Self-Sufficiency. <i>Measures an array of self-sufficiency outcomes for youth who exited foster care placement due to having reached the age of majority. Due to data issues, the data could not be analyzed.</i>				New Measure	IDENTIFY
	ICWA Placement. <i>This measures the number of Native American children who are placed with caregivers who are also Native American. Due to training and data issues, the data are incomplete and invalid and therefore could not be analyzed.</i>				Incomplete data	IDENTIFY
	Education. <i>This measure reflects the percentage of Sonoma County children in foster care who have ever had an Individualized Education Plan. Due to flawed data collection methods, there were too few data to be analyzed.</i>				Incomplete data	IDENTIFY
<p align="center">STRENGTH – Existing practice strength; will not be included in the 2014-2019 System Improvement Plan</p> <p align="center">SIP – Will be addressed in 2014-2019 System Improvement Plan</p> <p align="center">WATCH – Performance is close to the state target or there has been a recent and significant practice change; will be addressed in 2014-2019 System Improvement Plan</p> <p align="center">IDENTIFY – Data collection issues have been identified and will require additional research before strategies can be developed</p> <p align="center">EXPLORE – Possible underperformance on an outcome measure but where more detailed analysis is needed before implementing changes.</p>						

* The placement stability composite score is based on county performance in 3 measures. Sonoma County exceeds the state rate and target in 2 of the 3 individual measures. In 2012, Sonoma County dipped below the state rate in the third placement stability measure bringing the composite score below the state score.



Empower, Support, Protect
Human Services

JERRY DUNN
DIRECTOR,
HUMAN SERVICES

DAVID KOCH
DEPUTY CHIEF,
JUVENILE PROBATION



2013 COUNTY SELF-ASSESSMENT

AUGUST 20, 2013



SHARED GOALS

A black and white photograph of a family of four smiling and posing outdoors. The mother is on the left, the daughter is in the middle, the son is on the right, and the father is on the far right. They are all smiling warmly at the camera.

Safety

Permanency

Well-Being

CHILD AND FAMILY SERVICES REVIEW



COUNTY SELF-ASSESSMENT PROCESS



CHILD WELFARE SYSTEM FINDINGS

STRENGTHS

placement stability

adoption of young children

relationships with youth

no maltreatment recurrence

low re-entry to foster care

community prevention services

CHILD WELFARE SYSTEM FINDINGS

CHALLENGES

older youth remain in foster care

few homes for older youth

use of group home

parents slow to engage in services

few collaborative case planning opportunities

variation in social work practice

JUVENILE PROBATION FINDINGS

STRENGTHS

placements support
family involvement

youth connections

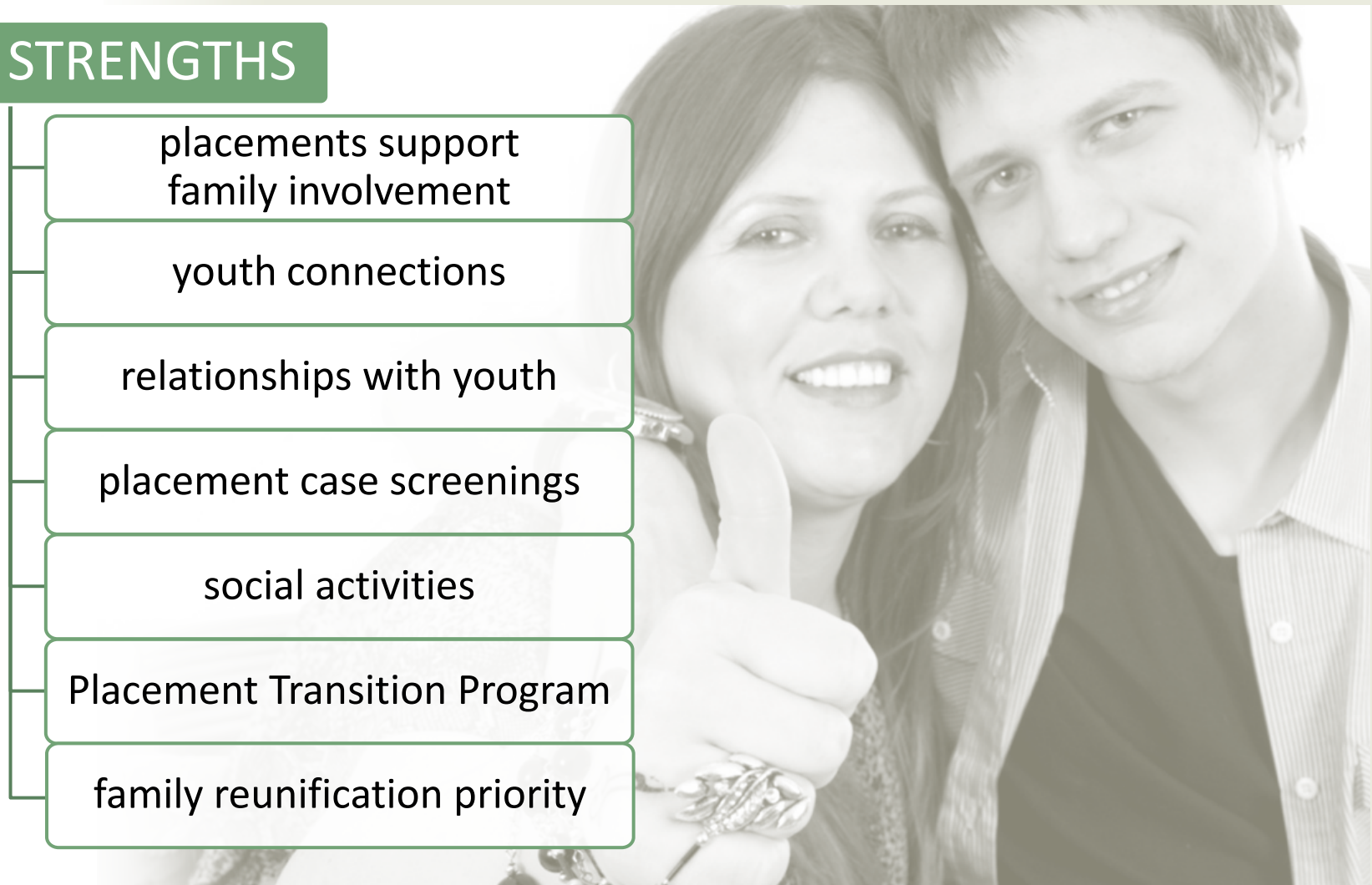
relationships with youth

placement case screenings

social activities

Placement Transition Program

family reunification priority



JUVENILE PROBATION FINDINGS

A grayscale photograph of a young man with dark hair, smiling broadly. He is wearing a dark shirt. The image is semi-transparent, allowing the text and diagram to be overlaid on it.

CHALLENGES

lack of transportation

low family involvement
in engaging in services

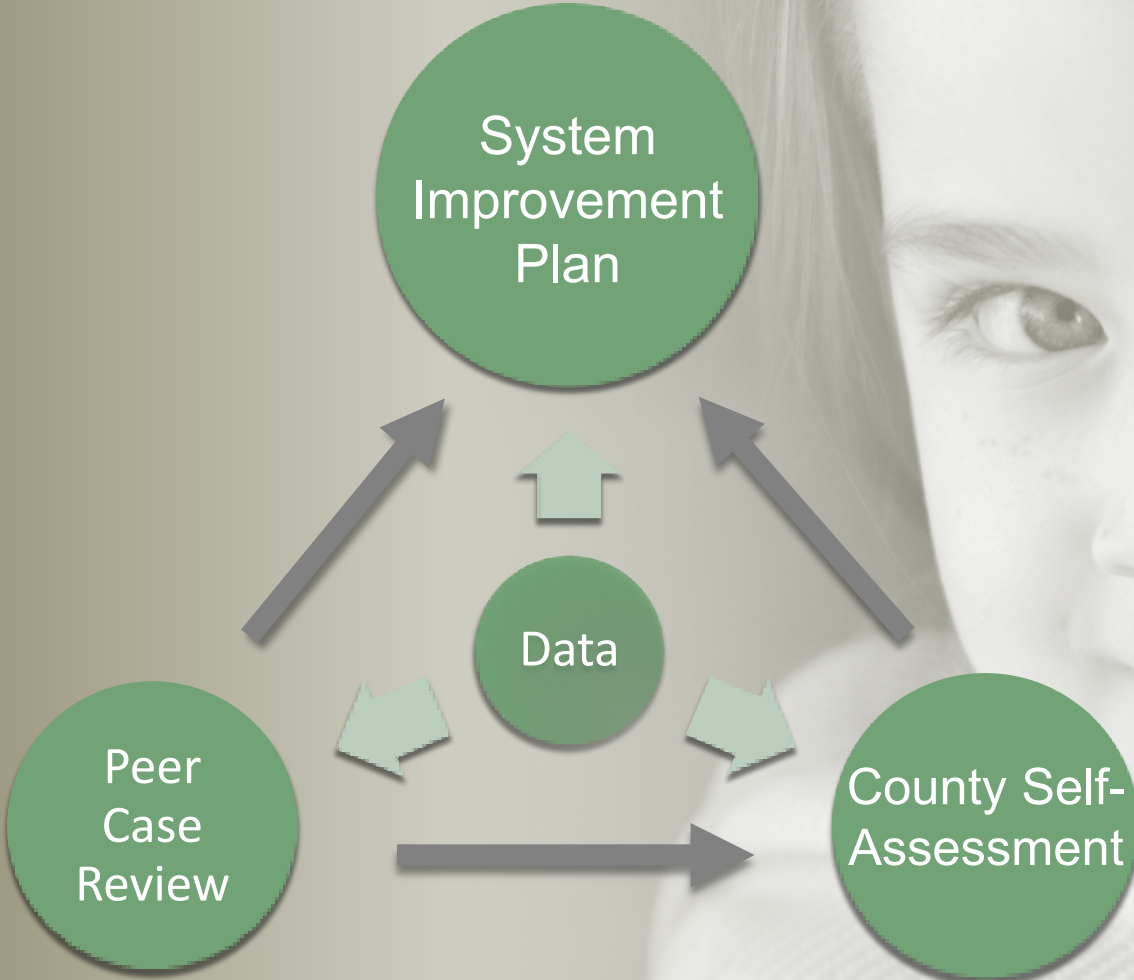
language barrier and
translation issues

lack of follow-up services
and support

lack of parental readiness for
youth returning home

limited parenting skills

CHILD AND FAMILY SERVICES REVIEW





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2013 COUNTY SELF-ASSESSMENT

AUGUST 20, 2013





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AUGUST 20, 2013





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2013 COUNTY SELF-ASSESSMENT

AUGUST 20, 2013





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 33
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 20, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Mike McGuire (707) 565-3758

Supervisorial District(s):

Fourth

Title: Fee Waiver

Recommended Actions:

Approve fee waiver in the amount of \$1,910 for the Cloverdale Little League, the Cloverdale Dog Park Committee, the Cloverdale Skate Park City, and the City of Cloverdale's solid waste inspection and monitoring for the development a new community park at the Asti Road dump site.

Executive Summary:

Three Cloverdale non-profit organizations – Cloverdale Little League, the Cloverdale Dog Park Committee and the Cloverdale Skate Park Committee – with the City of Cloverdale are currently working to develop a new community park on the site of an old landfill that was closed decades ago. The joint use park would be focused on activities including a little league field, skate park and dog park. The nonprofit organizations partnering with the City are the lead with this proposed park project. They have constrained financial resources while the City is facing a significant deficit in their general fund. This fee waiver request would represent the first request of its kind from the Fourth District since Supervisor McGuire has taken office. The proposed joint-use park will be a public facility open to all County residents and all activities related to this park proposal has been led by the non-profit partners mentioned above.

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$ 1,910.00	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$ 1,910.00
	\$		\$
Total Expenditure	\$ 1,910.00	Total Sources	\$ 1,910.00

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:

--

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
Env. Health & Safety	Solid Waste - Closed Site Monitoring	\$1,910.00

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
/ /			
/ /			
/ /			
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax
 Sales Tax
 Special Assessment

 User Fees

Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.



 Authorized Signature
 06/04/13

 Date

Asst. City Mgr./Comm Dev Dir.

 Title

5. The City respectfully requests a fee waiver related to the annual monitoring of a dump site on City-owned property located on Asti Road near the city limits. The property is currently being considered for use as a joint-use park focused on youth sports activities including a little league field, skate park, and dog park. The park is anticipated to serve Cloverdale youth and their families between the ages of 4 and 18 years old. Currently the City is under-parked and the addition of a joint-use park would meet the needs of the greater community as a whole. In light of the City's current financial condition, the majority of the costs associated with the proposed park project are being provided through donations and in-kind services. The City is currently in the process of exploring the feasibility of constructing the joint-use park on the Asti Road site including examining existing site conditions. The site which is fully fenced and secure, was historically used as a dump site which was closed prior to 1980, and has been mostly capped with top soil. The site is undisturbed and currently there are no plans for disturbance. A recent site visit with Sonoma County Environmental Health and Safety as well as CalRecycle resulted in the site being added to the CalRecycle Solid Waste Information System triggering the need for on-going inspections and regulation by the local enforcement agency, Sonoma County Environmental Health. Neither the City's General Fund nor the project proponents have adequate funding available to cover the on-going costs of inspection and regulation of the site.

10. The City receives revenue from both property tax and sales tax; however, with current economic conditions these revenue sources have decreased which directly impacts the City's General Fund. In addition, the elimination of redevelopment has resulted in the loss of significant funding for the City. The General Fund has been saddled with costs that were once paid by redevelopment placing additional strain on the City and its ability to provide services.

11. The proposed joint-use park will be a public facility open to all members of the community; an entry fee will not be charged for park use. In light of the City's current financial condition, the majority of the costs associated with the proposed park project are being provided through donations and in-kind services.



sonoma county
DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH DIVISION

Rita Scardaci, PHN, MPH – Director
Ellen Bauer, PhD, MPP – Division Director

May 1, 2013

Karen Massey
Community Development Director
City of Cloverdale
124 N. Cloverdale Blvd.
Cloverdale, CA 95425

Re: Asti Road Landfill, SWIS#49-CR-0041

Dear Karen,

It was a pleasure meeting with you and your consultant, Firma Design Group to discuss the Asti Road Landfill. The County of Sonoma Environmental Health Section is designated by California Resources Recycling and Recovery (CalRecycle) as the local enforcement agency (LEA) for enforcing the state minimum standards, permits, and related state solid waste laws and regulations within Sonoma County. This would include the investigation and inspection of all closed, illegal, and abandoned disposal sites pursuant to Title 14, California Code of Regulations, sections 18083 and 18303.

This site has been added to the CalRecycle Solid Waste Information System (SWIS) and its identifying SWIS number is 49-CR-0041.

After the initial field investigation we conducted on April 23, 2013, the decision was made by Dawn Plantz of CalRecycle to conduct quarterly inspections for at least one year. The intent is to assess potential threats to public health and safety and the environment over the course of all four seasons.

In the course of our communication concerns have been expressed regarding the fees associated with inspecting and regulating the Asti Road Landfill. Please be advised that the County of Sonoma Board of Supervisors adopted a fee waiver policy in 2009. **To request a waiver of fees, follow the procedures provided at this web address; <http://supervisors.sonoma-county.org/content.aspx?sid=1001&id=1004#waiver>**
In the interim, an invoice is enclosed for regulatory services.

With regards to the City of Cloverdale's proposed use of this property, any significant change in post closure land use requires submittal of a plan to the LEA that addresses compliance with Title 27, California Code of Regulations, section 21190. All proposed post closure land uses, other than non-irrigated open space on closed sites shall be submitted to the LEA, Regional Water Quality Control Board, local air district and local land use agency.

Sincerely,

A handwritten signature in black ink, appearing to read "Marty Isom".

Marty Isom, R.E.H.S.
Solid Waste Specialist

C: Dawn Plantz, CalRecycle
Leslye Choate, Supervising Environmental Health Specialist
Christine Sosko, Director of Environmental Health
Michael Cook, Firma Design Group



County of Sonoma Department of Health Services
 Environmental Health & Safety Section
 625 5th Street
 Santa Rosa, CA 95404 707-565-6565



Public Health
 Prevent. Promote. Protect.

INVOICE

TO: City of Cloverdale
 City of Cloverdale
 124 N Cloverdale Blvd
 Cloverdale, CA 95425

Invoice ID: IN0076289
 Date: 5/3/2013

District: Solid Waste
 Facility ID: FA0012949

ATTN: City of Cloverdale
 RE: City of Cloverdale

Record ID	Program Identifier	Program Element	Description	Amount
PR0018781	Asti Road Landfill	0516	Solid Waste - Closed Site Monitoring 4/yr	\$ 1,910.00
Total Due for This Invoice:				\$ 1,910.00
Due Date:				6/3/2013

RECEIVED
 CITY OF CLOVERDALE
 2013 MAY 13 PM 1:23

Please return this portion with your payment

From: Asti Road Landfill
 1 Asti Rd

Invoice ID: IN0076289
 Date: 5/3/2013

District: Solid Waste
 Facility ID: FA0012949

To: County of Sonoma Department of Health Services
 Environmental Health & Safety Section
 625 5th Street
 Santa Rosa, CA 95404 707-565-6565

Total Due for This Invoice: \$ 1,910.00
 Due Date: 6/3/2013



County of Sonoma Fee Waiver Policy

Authority: Board of Supervisors
Approval Date: June 2, 2009
Effective Date: July 1, 2009

1. Purpose

The purpose of this policy is to establish guidelines to be used to evaluate requests for fee waivers and to implement a structure and process through which consistent information for fee waiver requests will be collected and evaluated.

2. Background

Sonoma County is facing unprecedented fiscal challenges. As a result of the economic downturn, job and income losses, declining home values, and reduced consumption, the County's major sources of revenue property tax and sales tax have declined substantially. The situation is exacerbated by an increase in demand for county services. In light of this new fiscal reality, the county is reviewing all resource allocation decisions. Fee waivers, are an expense to the County General Fund. Fees are established to pay for the cost of a service provided by a county department. When a fee waiver is granted, the County General Fund pays the department in an amount equal to the fee waived.

3. Policy

The Board of Supervisors may, at their sole discretion, approve or disapprove fee waiver requests. Effective July 1, 2009, the following general guidelines will be used to assist in the determination of whether a requested fee waiver is eligible or ineligible.

Eligible for fee waivers	Ineligible for fee waivers
Community based organizations (CBO) or non-profits providing a direct service that is similar to or complimentary to a key county policy goal or direct service that the county is typically responsible for providing; e.g. emergency or economic assistance or basic sustenance needs (emergency food, shelter, etc.)	Flood elevation program fees
	Other county department fees
	Other governmental agencies – unless they can demonstrate an inability to pay the county fee
Governmental agencies that do not receive tax funding and can demonstrate an inability to pay the county fee	Fund raising events - where attendees pay a fee for admission to the event or in the case of festivals where vendors pay to participate in the event

4. Phased in Reduction for CBOs and Non-Profits

CBOs and non-profits that have received a fee waiver in the 12 months prior to the effective date of this policy, for an activity/event that may no longer be eligible under this policy, will be considered for a phased reduction in fees as follows:

- Year 1 – Up to two-thirds of the fee amount previously waived, may be waived
- Year 2 – Up to one-third of the fee amount previously waived, may be waived
- Year 3 – Fee waiver ineligible

The phased-in reduction does not apply to CBOs and non-profits who received fee waivers for a fund raising activity/event, where the CBO or non-profit has the ability to set entry or participation fees at a level necessary to cover costs, including the cost of any associated fees.

5. Fee Waiver Request Form

Fee waiver requests submitted on or after June 2, 2009, must be accompanied by a Fee Waiver Request Form (Attachment A). Copies of this form may be obtained from the County of Sonoma, Clerk of the Board of Supervisors, located at 575 Administration Drive, Room 100A, Santa Rosa, CA, 95403, or at the following website: <http://www.sonoma-county.org/board/index.htm>.

Fee Waiver Request Forms must be complete, signed, and accompanied by supporting documentation to demonstrate eligibility for the requested fee waiver. Demonstrated eligibility does not assure approval of a fee waiver request.

Completed Fee Waiver Request Forms shall be submitted to the Clerk of the Board of Supervisors at the address above. The Clerk will forward requests to the Board Member specified by the applicant.

REGULAR ITEM #34

**“Advertising Program grant for the Geyserville Chamber of Commerce”
has been pulled from the agenda.**