

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

**TUESDAY**

**SEPTEMBER 24, 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.

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

**APPROVAL OF THE CONSENT CALENDAR**

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

**PUBLIC COMMENT**

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

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

### **PLEDGE OF ALLEGIANCE**

#### **I. APPROVAL OF THE AGENDA**

(Items may be added or withdrawn from the agenda consistent with State law)

#### **II. BOARD MEMBER ANNOUNCEMENTS**

#### **III. CONSENT CALENDAR**

(Items 1 through 23)

#### **PRESENTATIONS/GOLD RESOLUTIONS**

(Items 1 through 5)

##### **PRESENTATIONS AT BOARD MEETING**

1. Presentation of Certificates - Honoring the Sebastopol World Friends delegates from Chyhyryn, Ukraine. (Fifth District)
2. Adopt a Gold Resolution proclaiming October 2013 as Domestic Violence Awareness Month in Sonoma County. (District Attorney/ Sheriff's Office/Health Services/Human Resources/Human Services)
3. Adopt a Gold Resolution recognizing September 24, 2013, as National Voter Registration Day. (Clerk-Recorder-Assessor)
4. Adopt a Gold Resolution proclaiming October 2013 Cyber Security Awareness Month. (Information Systems)

##### **PRESENTATIONS AT DIFFERENT DATE**

5. Adopt a Gold Resolution honoring and acknowledging the Petaluma Creamery on the celebration of their 100<sup>th</sup> Anniversary. (Second District)

#### **BOARD OF SUPERVISORS**

6. Disbursement of Fiscal Year 2013-2014 Discretionary Advertising Funds (Fifth District) – Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for Fiscal Year 2013-14: EcoRing Farmer's Market, \$700; Farm Bureau Ag Days, \$1,000; Graton Community Club, \$1,000; Monte Rio Chamber of Commerce, \$1,000; Occidental Community Choir, \$1,000; Russian River Alliance, \$1,000; Russian River Chamber of Commerce, \$5,400; Russian River Counselors, \$500; Russian River Rodeo Association, \$1,000; Russian River Rotary Foundation, \$4,000, Stewards of the Coast and Redwoods, \$4,500; The Sea Ranch Foundation, \$1,000; Western Sonoma County Historical Society, \$1,000.

CONSENT CALENDAR (Continued)

7. Disbursement of Fiscal Year 2013-14 Discretionary Advertising Funds (First District) – Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for Fiscal Year 2013-14: Sonoma Valley Chorale, \$2,000.

**COUNTY COUNSEL / HEALTH SERVICES**

8. Authorize Sonoma County Counsel to execute a legal services agreement with the law firm of Foley & Lardner LLP, in an amount not to exceed \$100,000, for outside counsel assistance regarding a State Mental Health audit finding, for a contract term through June 30, 2015 with the option to extend the contract for an additional one year period within the contract amount. (4/5 vote required)

**COMMUNITY DEVELOPMENT COMMISSION**

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

**AND**

**GENERAL SERVICES / TRANSPORTATION AND PUBLIC WORKS /  
SUCCESSOR AGENCY FOR THE SONOMA COUNTY COMMUNITY  
REDEVELOPMENT AGENCY**

9. Agreements and Policies Related to Redevelopment Projects –
- (A) Board of Supervisors and Board of Commissioners: Approve and authorize the Director of the General Services Department and the Executive Director of the Sonoma County Community Development Commission (CDC) to execute an inter-agency agreement to perform environmental remediation, planning, and public outreach activities for the Roseland Village Project, and to execute subsequent amendments to extend the term and to make revisions that do not materially change the scope of work or increase the total amount of the agreement.
  - (B) Board of Supervisors, Board of Successor Agency, and Board of Commissioners: Approve and authorize the Executive Director of the CDC, acting on behalf of the Successor Agency for the Sonoma County Community Redevelopment Agency (Successor Agency), to execute an agreement for professional services to provide \$1,170,250 to Harris and Lee Environmental Services to perform environmental remediation, monitoring, testing, and related work for the Roseland Village Project.
  - (C) Board of Commissioners: Approve the Roseland Village Shopping Center Interim Temporary Use Policy.
  - (D) Board of Supervisors, Board of Successor Agency, and Board of Commissioners: Approve and authorize the Director of the Department of Transportation and Public Works and the Executive Director of CDC, acting on behalf of Successor Agency, to execute the first amendment to supplemental agreement for funding of Highway 12 Phase 2 Stage 2 Project, extending the term of the agreement to December 31, 2016. (First and Fifth Districts)

CONSENT CALENDAR (Continued)

**GENERAL SERVICES**

10. Authorize the Chair to execute a Job Order Contract with the following contractors for the minimum and maximum amounts indicated: Mark Scott Construction, Inc. \$25,000 - \$3,000,000; Bay West Construction \$25,000- \$1,500,000; Murray Building, Inc. \$25,000 - \$1,000,000; A. E. Nelson Construction \$25,000 - \$1,000,000. The maximum contract term for all will be either one calendar year from the effective date of Notice to Proceed or when Job Orders totaling the maximum contract amount have been completed, whichever occurs first; and Adopt a Resolution delegating the authority to approve Job Orders issued under the above Job Order Contracts to The County Administrator, General Services Director, and County Architect with specific limits indicated and ordering that projects consistent with the purposes of Job Order Contracting be performed.

**HEALTH SERVICES**

11. Authorize the Director of Health Services to execute the first amendment to an agreement with The Lew Edwards Group to develop a public education campaign related to substance use prevention and education, increasing the contract by \$42,465 resulting in a new not to exceed amount of \$112,465, and extending the term from December 31, 2013 to June 30, 2014.
12. Adopt Resolutions authorizing the Director of Health Services to execute Grant Agreements providing funding for capital costs and service expansion to: Sonoma Valley Community Health Center in the amount of \$200,000; Petaluma Health Center in the amount of \$150,000; and West County Health Centers in the amount of \$100,000.

**HUMAN RESOURCES**

**AND**

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

**COMMUNITY DEVELOPMENT COMMISSION**

**NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT**

**SONOMA COUNTY WATER AGENCY**

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

13. Authorize the Director of Human Resources to execute investigative services agreements in amounts not to exceed \$100,000 per agreement, per annum, for 4 year terms with the following 14 selected investigative firms: J.M. Bova & Associates; Kronick, Moskovitz, Tiedemann & Girard; Linda Daube; McMillan & Shureen LLP; Renne, Sloan, Holtzman & Sakai LLP; Hirschfeld Kraemer LLP; Wise Gleicher; G4S Compliance & Investigations; CPS HR Consulting; Meyers Nave; Liebert Cassidy Whitmore; Jackson Lewis LLP; Porter Scott; and Whitestar Group, Inc.
14. Approve revisions to the US Department of Transportation Alcohol and Controlled Substances Testing Program – Employee Policy and Procedures, effective September 24, 2013; and Authorize the Human Resources Director to approve future administrative changes necessary to conform to changes in the regulations.

CONSENT CALENDAR (Continued)

**PERMIT AND RESOURCE MANAGEMENT**

15. Authorize the Chair to execute a Deed and Covenant to allow one detached farm family dwelling unit on property located at 6801 and 6803 West Dry Creek Road, Healdsburg, APN 090-010-020 and -021 (File No. ZPE13-0205). (Fourth District)

**REGIONAL PARKS**

16. Adopt a Resolution granting two Easement Deeds over sections of the West County Trail in Graton to PG&E, authorizing the Chair of the Board of Supervisors to execute the Easement Deeds for APN 130-080-070 and 130-080-082, and authorizing the Director of Regional Parks to execute related documents necessary to complete the transaction and file a Notice of Categorical Exemption pursuant to the California Environmental Quality Act (CEQA). (Fifth District)

**SHERIFF'S OFFICE**

17. Ratify the Sheriff's execution of the amendment to the Letter of Agreement with the United States Department of Justice, Drug Enforcement Administration, Domestic Cannabis Eradication/Suppression Program (DCE/SP) for the period from January 1, 2013 to December 31, 2013 to receive an additional \$20,000 to be used for marijuana suppression and eradication activities.

**TRANSPORTATION AND PUBLIC WORKS**

18. Authorize the Chair to: (1) execute the Consent to Transfer of ownership adding additional partners to the lease agreement of Santa Rosa Hangar Associates, LP, tenant upon property at the Airport, located 3742 Becker Blvd.; (2) execute a first amendment to the aforementioned lease to set the rental rate to market; and (3) authorize the Director of Transportation & Public Works to execute any other documents reasonably required to effect said Consent to Transfer and the first amendment. (Fourth District)
19. Authorize the Chair to sign an engineering design contract with Drake Haglan & Associates, Inc. for the seismic retrofit of Wohler Road Bridge over the Russian River (C01136) in an amount not to exceed \$653,454 with a term ending December 31, 2016. (Fourth and Fifth Districts)
20. Authorize the Chair to execute a contract for on-call disaster recovery management services to Kermani Consulting Group for an amount not to exceed \$300,000 with a term ending August 31, 2016 with an option of two one year extensions at the discretion of the Director of Transportation and Public Works.
21. Authorize the Chair to sign an engineering design contract with Quincy Engineering, Inc. for the replacement of Freestone Flat Road Bridge over Salmon Creek (C11004) for an amount not to exceed \$429,980 with a term ending December 31, 2015. (Fifth District)

CONSENT CALENDAR (Continued)

22. Adopt a Resolution accepting donation of Grant of Easement deed, and land for construction of a sidewalk in the vicinity of the new Sutter Hospital along Old Redwood Highway, Santa Rosa; accepting land described therein into the County highway system; authorizing the Chair to execute agreement for donation of Easement; authorizing proration and transfer of taxes on said land, and authorizing refunds, if applicable, pursuant to §5096 of the Revenue and Taxation Code; lands of Edward J. Venturi Family Trusts et al (APN 058-071-016); Project No. C12005. (Fourth District)

**MISCELLANEOUS**

23. Approve the Minutes of the Meeting of September 10, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Sonoma County Water Agency, and Board of Supervisors.

**VI. REGULAR CALENDAR**

(Items 24 through 26)

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

24. Adopt a Resolution: (1) Adopting an Initial Study/Mitigated Negative Declaration for the Trail Project; (2) Approving plans and specifications for construction of the East Slope Sonoma Mountain Trail Project (Trail Project); (3) Approving contractor minimum qualification requirements and authorizing District staff to solicit bids for the Trail Project (Phase 1); and (4) Making certain findings, waiving competitive bidding requirements, and awarding a contract for construction of Phase 2 to Sonoma County Trails Council, for an amount not-to-exceed \$9,500. (First District)

**COMMUNITY DEVELOPMENT COMMISSION**

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

25. **10:00 A.M.** – Conduct a public hearing and approve the Purchase Agreement for \$381,000 by and between the Sonoma County Community Development Commission, as seller, and Dan and Julie Kidson, as buyers, for the former Sheriff Substation property located at 16717 Sonoma Highway, Agua Caliente (APN 056-562-019), and authorize and direct the Executive Director of the Commission to carry out all tasks necessary to comply with the terms of the Agreement and close escrow. (First District)

**GENERAL SERVICES /AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR  
AND**

**SONOMA COUNTY WATER AGENCY**

**SONOMA COUNTY PUBLIC FINANCING AUTHORITY**

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

26. Sonoma County Energy Independence Program Update –
- (A) Acting as the Board of Directors of the Sonoma County Public Finance Authority: Adopt two Resolutions and approve agreements with the County authorizing continued issuance and sale of revenue bonds, determination of interest rate and loan of funds to the County, to fund the Sonoma County Energy Independence Program; and
  - (B) Acting as the County Board of Supervisors: Adopt four Resolutions authorizing the Treasurer to invest in bonds issued by the Public Finance Authority, and authorizing execution of various related agreements with the Public Finance Agency, including a bond purchase agreement, determination of interest rate and a loan agreement; and receive an update on the program activity of the Sonoma County Energy Independence Program (S.C.E.I.P.); and
  - (C) Acting as the Directors of the Sonoma County Water Agency: Adopt a Resolution withdrawing funds from the County Treasury Pool, and authorizing the withdrawn funds to be invested in Sonoma County Energy Independence Program bonds as a long-term Water Agency investment.

## **V. CLOSED SESSION CALENDAR**

(Items 27 through 29)

27. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: County of Sonoma v. Barrios, Sonoma County Superior Court Case No. SCV 253201 (Govt. Code Section 54956.9(d)(1)).
28. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: Friends of Lafferty Park, et al v. Pikachu II, LLC, et al, Sonoma County Superior Court Case No. SCV 253148 (Govt. Code Section 54956.9(d)(1)).
29. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: Barella-Geney Corp., et al. v. County of Sonoma, et al. – Sonoma County Superior Court - Case No. SCV-249342 (Govt. Code Section 54956.9(d)(1)).



## **VI. REGULAR AFTERNOON CALENDAR**

(Items 30 through 34)

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

30. Report on Closed Session.
31. **PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA**  
(Comments are restricted to matters within the Board jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting.)
32. Permit and Resource Management Department: Review and possible action on the following:
- Acts and Determinations of Planning Commission/Board of Zoning Adjustments
  - Acts and Determinations of Project Review and Advisory Committee
  - Acts and Determinations of Design Review Committee
  - Acts and Determinations of Landmarks Commission
  - Administrative Determinations of the Director of Permit and Resource Management

### **PERMIT AND RESOURCE MANAGEMENT**

33. **2:10 P.M. – ZCE12-0007 – (FIFTH DISTRICT)**
- APPLICANT: Dutton Ranch Family Limited Partnership, a California Limited Partnership
  - LOCATION: 2760 Sullivan Road, Sebastopol
  - ASSESSOR'S PARCEL NO.: 061-030-036
  - ENVIRONMENTAL DOCUMENT: Categorical Exemption
  - REQUEST: Conduct a public hearing and consider finding the project exempt from the California Environmental Quality Act (CEQA) and adopt an Ordinance approving a Zone Change from the Diverse Agriculture, Frozen Lot Size Combining Zone District to the Diverse Agriculture B6-20 acre density Zone District on a 19.05 acre portion of a parcel in order to eliminate the split zoning to fulfill a condition of a previously approved Lot Line Adjustment (LLA11-0034).

### **34. ADJOURNMENTS**

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

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

- October 22<sup>nd</sup> (AM) – Jail Booking Fees and Jail Access Fees Hearing
- November 5<sup>th</sup> (PM) – General Plan Amendments (3<sup>rd</sup> for 2013)
- November 12<sup>th</sup> (PM) – Zone changes to adopt a Riparian Corridor combining zone and implement stream protection policies



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Efren Carrillo 565-2241

**Supervisory District(s):**

Fifth

**Title:** Certificates of Honor

### Recommended Actions:

Distribution of Certificates of Honor for Sebastopol World Friends delegates from Chyhyryn, Ukraine. (Fifth District)

### Executive Summary:

Sebastopol World Friends receives delegates from its sister city in Chyhyryn, Ukraine each fall. This year, we will be honoring the following individuals: Dina Mykoayivna Hlazunova (Perlyna Women's Organization), Mykhaylo Vadymovych Malinin (Head, Cherkasy City Youth Community), Svitlana Oleksandrivna Pereviznyk (Head, Chyhyryn Young People in Today's World), Volodymyr Volodymyrovych Prykhodko (Rodyna Supervisory Board), Oleh Hryhorovych Stasko (Chyhyryn District Court)

### Prior Board Actions:

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

Honor participants in the Sister City program of Sebastopol

**Fiscal Summary - FY 13-14**

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

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

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**  
Not applicable

**Attachments:**  
None.

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



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** District Attorney's Office, Sheriff's Office, Health Services, Human Resources  
– Commission on the Status of Women, Human Services

**Staff Name and Phone Number:**

**Supervisory District(s):**

Christine M. Cook  
(707) 565-2428

**Title:** Domestic Violence Awareness Month

### **Recommended Actions:**

Resolution proclaiming October 2013 to be Domestic Violence Awareness Month in Sonoma County.

### **Executive Summary:**

**Background:** On behalf of the many public and private agencies working together to improve services, and to prevent and respond to domestic violence, five departments – the District Attorney's Office, Sheriff's Office, Health Services, Human Services and Human Resources - Commission on the Status of Women, have come together, with the support of our community-based partners, to seek a resolution proclaiming October, 2013 as Domestic Violence Awareness Month in Sonoma County.

Communities around the nation come together during October to mourn those who have died as a result of domestic violence, to celebrate those who have survived domestic violence, and to honor and connect with those who work tirelessly to put an end to domestic violence. For over two decades, purple ribbons have served as visual gestures of support for victims of domestic violence. No one is able to pinpoint the history of the purple ribbon, but it symbolizes survival, courage, honor and dedication to ending domestic violence. It is also used to raise awareness in communities about the crime of domestic violence, and has been recognized by state legislatures.

### ***SONOMA COUNTY DISTRICT ATTORNEY'S OFFICE***

The District Attorney has made domestic violence a top priority of her office. Senior attorneys are assigned to the Domestic Violence and Sexual Assault Unit and prosecute all felony domestic violence cases in the county, while specially assigned attorneys in the unit handle all misdemeanor domestic violence cases. The cases are handled according to the vertical prosecution concept, which means the same prosecutor, specially trained in the subject-matter, handles each case from filing determination through trial or plea and sentencing. These prosecutors work closely on their cases with the assigned D.A. investigator, victim advocate, and law enforcement agency detectives.

Victim advocates, claims specialists and a victim restitution specialist all provide victims a variety of services related to victims' participation in the criminal justice system and to assist in recovering from crimes' devastating impacts. Such services include court accompaniment, explaining the criminal justice process and crime victim rights, assistance obtaining restitution and in completing forms to receive reimbursement for out-of-pocket expenses related to the victimization. The District Attorney's Office is committed to working with our law enforcement, county and community partners to hold family violence offenders accountable and help victims heal.

Through a collaborative community response, we are celebrating the two year anniversary this month of the grand opening of the Family Justice Center Sonoma County (FJCSC), where family violence victims receive comprehensive services in one location. The Sheriff's Office, Health Services and Human Services are working with the District Attorney's office, and many other community partners and law enforcement agencies, including the YWCA Sonoma County, Verity, Council on Aging, Catholic Charities, Legal Aid of Sonoma County, Inter-Tribal Council of California, the Santa Rosa Police Department, to provide those services. The partners seek to empower victims of family violence to live free from violence and abuse by providing wrap-around services through a single point of access. We follow best practices in the field, track our outcomes, and build on strong interagency collaboration to protect the vulnerable, stop the violence, and restore hope. With the approaching six month anniversary of the relocation of Redwood Children's Center into the FJCSC, we've seen an increase in agency integration to better serve all victims of family violence.

#### ***SONOMA COUNTY SHERIFF'S OFFICE***

In the calendar year for 2012, the Sheriff's Office, including Windsor Police Department and Sonoma Police Department, investigated **479** cases of domestic violence involving physical violence (intimate partner abuse and domestic battery). In 2011, the Sheriff's Office investigated 480 cases.

Additionally, the Sheriff's Office investigated domestic violence cases that also were comprised of terrorist threats, stalking, false imprisonment, violation of domestic violence restraining orders, and assault with a deadly weapon. During 2012 patrol responded to **2,145** calls for service involving Domestic Related Incidents of Family Violence. In 2011, we responded to 2,006 calls for service.

Through a partnership with the Family Justice Center Sonoma County, victims of domestic violence are referred for centrally located advocacy services helping to achieve our goal of ending family violence in the county. The Sonoma County Sheriff's Office takes the issue of domestic violence very seriously; it is therefore given our utmost priority.

#### ***SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES***

The Department of Health Services remains a committed partner in working for the safety, support and restoration of victims of domestic and family violence. During home visits, our public health nurses and social workers actively screen for domestic violence and educate individuals on how to access community resources for support. Our Maternal Child and Adolescent Health staff provides education to community health care providers to ensure that all women are screened for intimate partner violence. Department of Health Services' staff members participate in the Teen Health Advocacy Coalition which works with schools to implement curriculum that supports prevention through promoting positive communications in relationships.

The Department of Health Services' Sexual Assault Response Team works collaboratively with the Sheriff's Office and other law enforcement agencies, the District Attorney's office, the Human Services Department, community

advocacy partners, such as Verity and the Y.W.C.A., and all local hospitals to address domestic and family violence prevention and intervention. The Department's Sexual Assault Forensic Examiners provide 24-hour seven days a week on-call services for adult and child victims of sexual assault or abuse.

### ***SONOMA COUNTY DEPARTMENT OF HUMAN RESOURCES***

#### ***Commission on the Status of Women.***

The Commission on the Status of Women continues to be a major supporter of community wide activities to support Domestic Violence Prevention. The effects of domestic violence in our society continue to impact economics, healthcare, housing, schooling, family justice and many psycho-social aspects of life. Domestic violence as a societal issue and a legal issue will remain one of the focuses of the Commission on the Status of Women.

### ***FAMILY VIOLENCE PREVENTION COUNCIL (FVPC) AND SUBCOMMITTEES***

The Family Violence Prevention Council (FVPC) consists of over thirty members representing an array of agencies, departments, and organizations in Sonoma County. The FVPC provides an ongoing forum for collaboration among service providers who assist victims of family violence and their children, batterers' treatment providers, the courts, criminal justice partners, and civil legal services. The Council is co-chaired by the Sonoma County Superior Court and the District Attorney. The Council supports training, educational and outreach opportunities to raise awareness in the field and in the public on the importance of breaking the cycle of violence. The Council, and its subcommittees, reviews, discusses and updates law enforcement protocols and policies and court and legal practices as necessary to ensure consistency in response to incidents of family violence throughout our County.

### ***SONOMA COUNTY HUMAN SERVICES DEPARTMENT***

The Human Services Department (HSD) is committed to protecting vulnerable children and adults from all forms of abuse and violence, and to promoting maximum independence and well-being for individuals and families. Child welfare social workers, Adult Protective Services social workers, employment counselors, and eligibility workers all assess clients for domestic violence and refer to services as appropriate. Additionally, social workers assist clients in obtaining protective orders when necessary. Moreover, HSD is the lead agency for the Redwood Children's Center where a specialized and multi-disciplinary team interviews child and adult victims of sexual abuse or assault, preventing the need for separate and multiple interviews.

### ***YWCA SONOMA COUNTY***

October 3, 10, 17 and 24: Changing Hurt to Hope Writer's Series – Survivors share their stories through, essay, fiction and poetry, every Thursday in October – held in Sonoma (10/3), Santa Rosa (10/10), Cloverdale (10/17) and Sebastopol (10/24);

October 8 (5:30-8:30 pm): "October E.V.E. – Ending Violence for Everyone" event at Lagunitas in Petaluma featuring Wonderbread Five;

October 14 – 20: During the month of October, the YWCA Sonoma County will host awareness building events during "A Week Without Violence," as well as throughout the entire month of October as follows:

October 18: “Violence Free Friday” – Wear Purple Day

“Pass the Purple Purse” – Campaign from Allstate Insurance

The following outreach efforts are also underway:

- Sonoma County Transit: Bus signage recognizing Domestic Violence Awareness Month
- Proclamations from various Sonoma County cities
- YWCA DVAM Awareness Signage in key civic locations
- Clothesline Survivor T-Shirt art displays at various county-wide locations

*“Ending domestic violence in Sonoma County through education, awareness and empowerment.”*

**Prior Board Actions:**

Since 1982, the Board of Supervisors has proclaimed October to be Domestic Violence Awareness Month. The District Attorney’s Office has joined with the Sheriff’s Office, Health Services, Human Services and Human Resources’ Commission on the Status of Women, with support from our community-based partners in requesting this proclamation. All partners join in the request for recognition of Sonoma County’s efforts to prevent and respond to domestic violence.

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

**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	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

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

**Staffing Impacts**

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

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

**Attachments:**

Resolution; YWCA October Calendar

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





County of Sonoma  
State of California

Date: September 24, 2013

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

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

4/5 Vote Required

**Resolution of The Board Of Supervisors of The County of Sonoma, State of California,  
Proclaiming The Month of October 2013 To Be  
Domestic Violence Awareness Month In Sonoma County.**

**Whereas,** domestic violence is a crime and does not discriminate, crossing all ethnic, racial, political, class and gender lines; and

**Whereas,** domestic violence involves the systematic use of force, threats and intimidation to establish and maintain control of the victim; and

**Whereas,** stopping the cycle of violence in the home requires the support and involvement of all those in the criminal justice system and community-based agencies who provide support services to victims, along with the courage and resolve of the survivors; and

**Whereas,** communities around the nation come together during October to mourn those who have died as a result of domestic violence, to celebrate those who have survived domestic violence, and to honor those who work tirelessly to put an end to domestic violence; and

**Whereas,** enhanced prevention and intervention efforts increase awareness of the severity and extent of domestic violence, conveying the message to perpetrators that domestic violence will not be tolerated in Sonoma County; and

**Whereas,** the Board of Supervisors recognizes the ongoing efforts of the Commission on the Status of Women, the Family Justice Center Sonoma County, the Sonoma County Sheriff's Office, the District Attorney's Office, the Department of Health Services, Sonoma County Courts, the YWCA, and other law enforcement agencies, County departments and community groups for working together to end the cycle of domestic violence and improve victims services.

**Now, Therefore, Be It Resolved** that the Board of Supervisors, in recognition of the community effort to address domestic violence, hereby proclaims October 2013 to be Domestic Violence Awareness Month in Sonoma County.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:




Noes:

Absent:

Abstain:

**SO ORDERED.**

# October is Domestic Violence Awareness Month

2013	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
 <p><b>DOMESTIC VIOLENCE</b> It Can Happen to ANYONE It Affects EVERYONE</p> <p>eliminating racism empowering women <b>ywca</b> sonoma county</p> 	<p>Special Note: Sept 24th 8:30am Sonoma County Board of Supervisors Proclamation</p>		<p>1 Santa Rosa Proclamation 4 pm Sebastopol Proclamation 6 pm</p>	<p>2 Windsor Proclamation 6 pm</p>	<p>3 CHANGING HURT TO HOPE Sonoma The Generals Daughter 6:30 pm</p>	4	5
	6	<p>7 FJC Golf Outing Sonoma Proclamation 6pm Petaluma Proclamation 7pm</p>	<p>8 OCTOBER E.V.E. Lagunitas 5:30-8:30 Advance ticket price \$25</p>	<p>9 Cloverdale Proclamation 6:30 pm</p>	<p>10 CHANGING HURT TO HOPE Santa Rosa Sutter Health 6:30 pm</p>	11	<p>12 FAITH COMMUNITY Outreach MKO speaks to Community Service Club</p>
	<p>13 FAITH COMMUNITY Outreach</p>	<p>14 Columbus Day <i>Week without Violence</i></p>	15	16	<p>17 CHANGING HURT TO HOPE Cloverdale Arts Alliance 6:30 pm MKO speaks to Community Service Club</p>	<p>18 Violence Free Friday Wear Purple</p>	<p>19 Risk Press Sebastopol</p>
	20	<p>21 Healdsburg Proclamation 6 pm</p>	<p>22 Rohnert Park Proclamation 6:30 pm</p>	23	<p>24 CHANGING HURT TO HOPE Sebastopol Center for Arts 6:30 pm</p>	25	<p>26 MKO speaks to Community Service Club YWCA partners with ECA at Days of Wine &amp; Dozers</p>
	27	28	29	30	<p>31 Halloween</p> 	<p>Ending domestic violence in Sonoma County Affecting 1 in 4 Families www.ywcasc.org eliminating racism empowering women <b>ywca</b></p>	

ywca sonoma county

www.ywcasc.org

24/7 hotline 707-546-1234

Give. Volunteer. Donate.



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:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 24, 2012

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

William F. Rousseau, 707-565-1877

**Supervisorial District(s):**

All

**Title:** Gold Resolution Recognizing September 24, 2013, as National Voter Registration Day.

**Recommended Actions:**

Adopt Gold Resolution recognizing September 24, 2013, as National Voter Registration Day.

**Executive Summary:**

None.

**Prior Board Actions:**

None.

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

The goal of recognizing National Voter Registration Day is to encourage all eligible Californians to register to vote and thus increase voter participation in the democratic process.

**Fiscal Summary - FY 13-14**

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

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



County of Sonoma  
State of California

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Date: September 24, 2012

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

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

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4/5 Vote Required

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**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Recognizing September 24, 2013, as National Voter Registration Day.**

**Whereas**, California's Secretary of State, the State's chief election official, is committed to strengthening democracy by encouraging voter registration and increasing participation in all elections; and

**Whereas**, the County of Sonoma actively supports this objective; and

**Whereas**, civic-minded people and organizations have collaborated to establish September 24, 2013, as National Voter Registration Day, with the goal of creating awareness of off-year local elections and motivating Americans to vote in the coming months; and

**Whereas**, it is easier than ever for Californians to apply to vote at any time, anywhere, with the online registration application created by the California Secretary of State, and residents of Sonoma County can also link to the application on many County web sites; and

**Whereas**, many people are unaware that they must reregister to vote when they have a change of name, a change of address, or wish to change their political party preference; and

**Whereas**, the strength of our democracy depends on the willingness of its citizens to participate by choosing the people who will lead them and by voicing their opinions on matters that come before the voters on Election Day,

**Now, Therefore, Be It Resolved**, that the Sonoma County Board of Supervisors does hereby recognize September 24, 2013, as National Voter Registration Day, and encourages all eligible residents of Sonoma County to register to vote.

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:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Information Systems Department

**Staff Name and Phone Number:**

John Hartwig (707) 565-6055

**Supervisorial District(s):**

All Districts – County-wide

**Title:** Proclamation – Cyber Security Awareness Month

### **Recommended Actions:**

Adopt Resolution Proclaiming October 2013 Cyber Security Awareness Month

### **Executive Summary:**

Today, we are more interconnected than ever before. Not only do we use the Internet to stay connected, informed, and involved, but we rely on it for many of our day-to-day needs. The nation's critical infrastructure relies heavily on the Internet for everything from submitting taxes, to applying for student loans, to following traffic signals, to even powering our homes.

Yet, for all of its advantages, increased connectivity brings increased risk of crime – thus making cybersecurity one of our country's most important national security priorities. Recognizing the importance of cybersecurity, President Obama designated October as National Cyber Security Awareness Month (NCSAM). NCSAM is designed to engage and educate public and private sector partners through events and initiatives with the goal of raising awareness about cybersecurity and increasing the resiliency of the nation in the event of a cyber incident. October 2013 marks the tenth annual National Cyber Security Awareness Month sponsored by the [Department of Homeland Security](#) in cooperation with the [National Cyber Security Alliance](#) (NCSA) and the [Multi-State Information Sharing and Analysis Center](#) (MS-ISAC).

NCSAM reminds us that being safer and more secure online is a shared responsibility. Emerging cyber threats require engagement from the entire American community — from government and law enforcement to the private sector and most importantly, members of the public – to create a safer cyber environment. Throughout NCSAM and beyond, DHS encourages Americans to ACT – Achieve Cybersecurity Together – reflecting the interconnectedness of the modern world and the responsibility of each of us in securing cyberspace.

Though October is designated as National Cyber Security Awareness Month, throughout the year, the

Information Systems Department is focused on finding new methods to increase Cyber Security Awareness. The Information Systems Department provides monthly information security newsletters to the County workforce via the County intranet, and in person information security education presentations.

The Board of Supervisors is requested to adopt a Gold Resolution proclaiming October as Cyber Security Awareness Month.

**Prior Board Actions:**

None.

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

**Fiscal Summary - FY 13-14**

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

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

There are no costs associated with this recommended action.

**Staffing Impacts**

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

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

N/A

**Attachments:**

Resolution



<b>Related Items "On File" with the Clerk of the Board:</b>
None



# County of Sonoma

## State of California

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Date: September 24, 2013

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

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

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4/5 Vote Required

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### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Proclaiming the Month of October 2013 as Cyber Security Awareness Month.**

**WHEREAS**, we recognize the vital role that technology has in our daily lives and in the future of our Nation, whereby today many citizens, schools, libraries, businesses and other organizations use the Internet for a variety of tasks, including keeping in contact with family and friends, managing personal finances, performing research, enhancing education and conducting business; and

**WHEREAS**, critical infrastructure sectors are increasingly reliant on information systems to support financial services, energy, telecommunications, transportation, utilities, health care and emergency response systems; and

**WHEREAS**, the use of the Internet at the primary and secondary school levels in the County of Sonoma enhances the education of youth by providing them access to online educational and research materials; and at institutions of higher education, the use of information technology is integral to teaching and learning, research and outreach and service; and

**WHEREAS**, Internet users and our information infrastructure face an increasing threat of malicious cyber attack, significant financial and personal privacy losses due to identity theft and fraud; and

**WHEREAS**, the U.S. Department of Homeland Security has established the Office of Cybersecurity and Communications and devoted resources within it solely to support the strengthening and securing of the country's cyber infrastructure at the state, local, tribal, and territorial levels; and

**WHEREAS**, the Stop.Think.Connect.™ Campaign ([www.stopthinkconnect.org](http://www.stopthinkconnect.org) or [www.dhs.gov/stopthinkconnect](http://www.dhs.gov/stopthinkconnect)) is a national effort coordinated by a coalition of private companies, nonprofits and government organizations to raise awareness about cybersecurity among all digital citizens, helping them to stay safer and more secure online; and

**WHEREAS**, the Multi-State Information Sharing and Analysis Center, a division of the nonprofit Center for Internet Security, provides a collaborative mechanism to help state, local, territorial

Resolution #

Date:

Page 2

and tribal governments enhance cyber security; and the County of Sonoma Information Security Program provides a comprehensive approach to help enhance the security of this County of Sonoma and

**WHEREAS**, maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role, and awareness of computer security essentials will improve the security of County of Sonoma information infrastructure and economy; and

**WHEREAS**, the U.S. Department of Homeland Security ([www.dhs.gov/cyber](http://www.dhs.gov/cyber)), the Multi-State Information Sharing and Analysis Center ([www.msisac.org](http://www.msisac.org)), the National Association of State Chief Information Officers ([www.nascio.org](http://www.nascio.org)) and the National Cyber Security Alliance ([www.staysafeonline.org](http://www.staysafeonline.org)) have declared October as National Cyber Security Awareness Month; and all citizens are encouraged to visit these sites, along with Stop.Think.Connect ([www.stophinkconnect.org](http://www.stophinkconnect.org) or [www.dhs.gov/stophinkconnect](http://www.dhs.gov/stophinkconnect)) to learn about cyber security; and put that knowledge into practice in their homes, schools, workplaces and businesses.

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors hereby proclaims the month of October 2013 as **Cyber Security Awareness Month** 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: 5**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 24, 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 the Petaluma Creamery on the Celebration of their 100<sup>th</sup> Anniversary.

**Executive Summary:**

**Prior Board Actions:**

**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	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

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



County of Sonoma  
State of California

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Date: September 24, 2012

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

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

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4/5 Vote Required

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**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, HONORING AND ACKNOWLEDGING THE PETALUMA CREAMERY ON THE CELEBRATION OF THEIR 100TH ANNIVERSARY**

**WHEREAS**, The Petaluma Creamery was established in 1913 by a group of dairy farmers, and since then has been an integral part of the farming tradition in Sonoma County, providing a base for local dairy farmers to allow milk produced in Sonoma County to stay in Sonoma County; and

**WHEREAS**, today, the landmark Petaluma Creamery, owned by dairy rancher Larry Peter, remains a vital link in the survival of family dairy farmers in Sonoma and Marin counties offering an outlet for highly perishable milk by turning it into butter, cheese, powdered milk and other dairy products; and

**WHEREAS**, the Creamery has anchored the west side of downtown Petaluma for the last century, defining the town's agricultural roots and serving as the economic engine for the Sonoma-Marin dairy belt; and

**WHEREAS**, Sonoma County is home to some of the world's best dairy country where the coastal salt air, fog and mild climate all help produce great grass and healthy cows who provide nutritious cheese full of taste – dairy farming and cheesemaking have been a strong tradition in Petaluma since the early 1800's; and

**WHEREAS**, Mr. Peter is a crusader for Sonoma County agriculture who believed the Creamery was too valuable to the dairy industry to see it sold to a developer who would have brought in houses or commercial development and instead put everything he had on the financial line to buy The Creamery and today rejoices in its 100<sup>th</sup> anniversary where it continues to provide a base for local dairy farmers and foster the rich tradition and heritage of Sonoma cheesemaking.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sonoma County Board of Supervisors hereby honors and acknowledges The Petaluma Creamery on the celebration of its 100<sup>th</sup> anniversary.

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

**To:** Board of Supervisors

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Efren Carrillo, 565-2241

**Supervisorial District(s):**

Fifth

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

### **Recommended Actions:**

Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 13/14: EcoRing Farmer's Market, \$700; Farm Bureau Ag Days, \$1,000; Graton Community Club, \$1,000; Monte Rio Chamber of Commerce, \$1,000; Occidental Community Choir, \$1,000; Russian River Alliance, \$1,000; Russian River Chamber of Commerce, \$5,400; Russian River Counselors, \$500; Russian River Rodeo Association, \$1,000; Russian River Rotary Foundation, \$4,000, Stewards of the Coast and Redwoods, \$4,500; The Sea Ranch Foundation, \$1,000; Western Sonoma County Historical Society, \$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 Fifth District has reviewed applications and wishes to make the following FY 13/14 advertising grant award:

- 1.) Eco Ring Farmer's Market for advertising and promotions activities for FY 13/14: Russian River Farmer's Market, \$700;
- 2.) Farm Bureau Foundation for advertising and promotions activities for FY 13/14: Ag Days 2014 Farm News for Kids 2<sup>nd</sup> Edition, \$1,000;
- 3.) Graton Community Club for advertising and promotions activities for FY 13/14: Fall and Spring flowers shows 2013-2014, \$1,000;
- 4.) Monte Rio Chamber of Commerce, for advertising and promotions activities for FY 13/14: July 4<sup>th</sup> Celebration and Casino Night & Golf Tournament Fundraisers, \$1,000;
- 5.) Occidental Community Choir, for advertising and promotions activities for FY 13/14: choir concert promotion, \$1,000;
- 6.) Russian River Alliance for advertising and promotions activities for FY 13/14: Russian River Memorial Day Festival, \$1,000;



- 7.) Russian River Chamber of Commerce, for advertising and promotions activities for FY 13/14: Independence Day firework show and celebration, Stumptown Daze Parade, Spring Fling event, Fall Fling event, Business Expo, Annual Parade of Lights and Holiday Extravaganza, \$5,400;
- 8.) Russian River Counselors, for advertising and promotions activities for FY 13/14: promotion of May 18, 2014 fundraiser event, \$500;
- 9.) Russian River Rodeo Association, for advertising and promotions activities for FY 13/14: rodeo event promotion, \$1,000;
- 10.) Russian River Rotary Foundation, for advertising and promotions activities for FY 13/14: promote concert series, farmers markets and art show on the plaza, \$4,000;
- 11.) Stewards of the Coast and Redwoods, for advertising and promotions activities for FY 13/14: various event promotions through the year, \$4,500;
- 12.) The Sea Ranch Foundation, for advertising and promotions activities for FY 13/14: promotion of the Sea Ranch area for tourism and promotion around the Once and Future Sea Ranch: An Architectural and Environmental Forum event, \$1,000;
- 13.) Western Sonoma County Historical Society, for advertising and promotions activities for FY 13/14: Society, museum and farm promotion, \$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 5 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	\$ 23,100	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 23100
	\$	Use of Fund Balance	\$ ,
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 23,100</b>	<b>Total Sources</b>	<b>\$ 23,100</b>

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

Funds are included in the FY 13/14 budget. The District was allocated a total of \$55,168. Following today's actions, \$32,068 will remain for award.

**Staffing Impacts**

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

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

N/A.

**Attachments:**

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

**To:** Board of Supervisors

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Susan Gorin, 565-2241

**Supervisorial District(s):**

First

**Title:** Disbursement of FY 13/14 District 1 Advertising Funds.

**Recommended Actions:**

Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 13/14: Sonoma Valley Chorale, \$2,000.

**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 First District has reviewed applications and wishes to make the following FY 13/14 advertising grant award:

- 1.) Sonoma Valley Chorale for advertising and promotions activities for FY 13/14: December 2013 Holiday Concert and other concerts in 2014, \$2,000.

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 1 on 9/17/13 and 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**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 2,000	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 2,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 2,000</b>	<b>Total Sources</b>	<b>\$ 2,000</b>

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

Funds are included in the FY 13/14 budget. The District was allocated a total of \$41,216. Following today's actions, \$19,216 will remain for award.

**Staffing Impacts**

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

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

N/A.

**Attachments:**

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

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** 4/5

**Department or Agency Name(s):** County Counsel/Department of Health Services

**Staff Name and Phone Number:**

Bruce Goldstein, x6118; Rita Scardaci, x7876

**Supervisorial District(s):**

Countywide

**Title:** Legal Services Agreement

### **Recommended Actions:**

Authorize the Chair to execute a legal services agreement with the law firm of Foley & Lardner LLP, in an amount not to exceed \$100,000, for outside counsel assistance regarding a State Mental Health audit finding, for a contract term through June 30, 2015 with the option authorizing County Counsel to extend the contract for an additional one year period within the contract amount.

### **Executive Summary:**

This item requests approval of a legal services agreement with the law firm of Foley & Lardner LLP, in an amount not to exceed \$100,000, for outside counsel assistance regarding a State Mental Health audit finding, for a contract term through June 30, 2015, with the option authorizing County Counsel to extend the contract for an additional one year period within the contract amount.

Each year, the Department of Health Services submits a cost report to the State Department of Health Care Services (DHCS) that includes all of the costs for the provision of mental health services to Medi-Cal and non-Medi-Cal clients. Cost reports are audited by the State of California. The most recent audit was of the FY 2007-2008 cost report. The cost report includes the reimbursements received from the federal government for the performance of Medi-Cal Administrative Activities (MAA). MAA is a federal program which offers an opportunity for Local Government Agencies to obtain federal reimbursement for the cost of certain administrative activities necessary for the proper and efficient administration of the Medi-Cal program.

The DHCS audit findings included a determination that the Department had used inappropriate methodologies to claim federal reimbursement for the MAA activities and, therefore has disallowed \$1.2 million in reimbursements. All MAA claims were prepared in accordance with federal and state requirements, and approved by the State in FY 2007-2008. The Department appeal of the disallowance was rejected by the DHCS. In accordance with regulations, the County requested an informal hearing with the Office of Administrative Hearings and Appeals. The Department request for a hearing has been approved. The informal hearing is scheduled for October 7, 2013.

In 2002, the State made a similar finding based on the FY 1997-1998 cost report audit. The County retained Foley & Lardner LLP due to their expertise in the area of federal financial participation and MAA in particular. Foley & Lardner LLP prepared the administrative hearing brief. In that case, during the hearing, the State made the decision to withdraw their findings. The Department would like the support of Foley & Lardner LLP to strengthen its arguments and to support its position in the appeal hearing. County Counsel concurs in the request because of the law firm's expertise in this technical area and prior successful representation of DHS on a similar issue. In the event that the Department is unable to prevail, MAA reimbursements, in the amount of over \$6 million dollars, received from FY 2008-2009 through FY 2012-2013 are at risk of disallowance in future cost report audits.

**Prior Board Actions:**

None.

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

Ensuring that the Department is reimbursed for services provided to mental health clients provides for sustainability of mental health programs and the continued provision of services to clients.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 50,000	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 50,000
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
<b>Total Expenditure</b>	<b>\$ 50,000</b>	<b>Total Sources</b>	<b>\$ 50,000</b>

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

Funding for the legal services agreement with the law firm of Foley & Lardner LLP is included in the FY 13-14 budget. The additional \$50,000 for this agreement will be included in appropriate future year budgets.

**Staffing Impacts**

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

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

N/A

<b>Attachments:</b>
Legal services agreement with the law firm of Foley & Lardner LLP.
<b>Related Items "On File" with the Clerk of the Board:</b>
None.

## LEGAL SERVICES AGREEMENT

This Legal Services Agreement (Agreement) dated as of \_\_\_\_\_, 2013 (“Effective Date”), is made by and between the County of Sonoma (“County”) and Foley & Lardner LLP (“Attorney”). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

### RECITALS

WHEREAS, Attorney specializes in federal financial participation and has significant experience and recognized expertise in Medi Cal Administrative Activities (MAA), and;

WHEREAS, County has determined that Attorney’s assistance is needed in connection with the County’s appeal of a loss of MAA funds;

NOW THEREFORE, in consideration of the mutual covenants below, the parties agree as follows:

### AGREEMENT

1. Services. Attorney will provide advisory and representation services to the County. Such requests shall be made through the Office of the County Counsel and Attorney shall always keep the County Counsel fully advised of the progress in each matter and shall provide periodic updates, as may be appropriate.

2. Compensation. Compensation to Attorney for services shall be at the rates set forth in Exhibit A, provided however that total payments shall not exceed \$100,000. The rates in Exhibit A shall not be adjusted without a formal amendment to this Agreement. If County overpays Attorney for any reason, Attorney 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 Attorney under this Agreement or any other agreement. Payment shall be made by Department of Health Services.

3. Term. The term of this Agreement shall commence upon the Effective Date and shall terminate on June 30, 2015, unless the County decides to extend to June 30, 2016. If extended, total payments under this Agreement shall still not exceed \$100,000.

4. Standard of Care. Attorney has relied on the professional ability, professional experience, and training of Attorney as a material inducement to enter into this Agreement. Attorney warrants that all work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance by Agency of work performed by Attorney shall not operate as or be interpreted to be a waiver or release.

5. Billing and Timekeeping. Duplicate billing statements shall be provided on a monthly basis, one copy to County Counsel and one copy to Attorney, and shall include the following information:

a. The date and time spent performing services. Minimum billing times shall not exceed one-tenth of an hour.



- b. Summary description of the services performed regarding the designated matter, with a separate time allocation for each function (e.g., telephone calls, research, drafting);
- c. Separate itemization of non-legal costs by type.
- d. Total fees and costs of the matter to date.
- e. For any extraordinary expenses, the invoice must include the date and who gave prior approval for incurring such expense.
- f. All invoices submitted must include the following statement signed by the firm's supervising attorney:

"I have personally examined this billing statement. All entries are in accordance with the Legal Services Agreement, are correct and reasonable for the services performed and the costs incurred, and no item on this statement has been previously billed to the County."

6. Non-Reimbursable Services. Attorney shall not be reimbursed for any of the following expenses:

- a. Travel expenses, except to the extent approved in accordance with Section 7 below.
- b. Unnecessary messenger or express mail charges.
- c. Normal overhead functions such as word processing or typing time, scheduling of depositions, ordering records, calendaring functions, filing, indexing, proofreading or copying time, or any other procedures that are of a secretarial nature.
- d. Meals, overtime, office supplies, or attorney time for preparation of bills or audit responses.
- e. Expenses for experts or consultants that have been retained without the prior written approval of County Counsel.
- f. Photocopying charges in excess of [\$25.00 in any billing cycle] without prior written approval of County Counsel.
- g. Office supplies, local telephone charges, per-page fax charges, conference call line charges, routine mail, etc.
- h. Intra-office conferencing time of more than one attorney for routine matters, unless such conference involves expert opinion.
- i. Replacement attorney learning time or other ramp-up learning costs.
- j. Travel time.
- k. Charges/fees for use of computer research programs (e.g. Lexis Nexis, WestLaw, etc.).

7. Direction and Extraordinary Expenses. All direction and control of Attorney's work will be by the Sonoma County Counsel's Office. Attorney shall seek pre-approval from the County Counsel's Office for all extraordinary expenses before the same is incurred by Attorney. By way of example, extraordinary expenses shall include expenses for preparing complex

motions, undertaking significant legal research or substantial drafting, retaining experts and consultants, and out-of-town travel.

8. Termination. This Agreement may be terminated by the County at any time, subject to equitable proportional payments due to Attorney. County Counsel shall have the authority to terminate the Agreement on behalf of the County. All files, written material, and documents will be transferred to the County upon such termination. Attorney will be available to consult with the County or, should one be retained, with the County's new attorney with respect to facts and circumstances of any matters previously worked on by Attorney for a reasonable period of time following such termination.

9. Withdrawal. Attorney may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California.

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

11. Status of Attorney. The parties intend that Attorney, in performing the services under this Agreement, shall be an independent contractor and shall control the work and the manner in which it is performed. Attorney shall acquire no rights or status in the service of the County. Attorney is not to be considered an agent or employee of the County and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the County provides its employees. In the event the County exercises its right to terminate this Agreement pursuant to the terms herein, Attorney expressly agrees that [he/she/it] shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

12. Modification. If, during the term of this Agreement, it becomes necessary to amend or add to its terms, conditions, scope or requirements, such amendment or addition shall only be made after mutual agreement of Attorney and the County and by way of execution of a written modification to this Agreement.

13. Insurance. With respect to performance of work under this Agreement, Attorney shall maintain and require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B, attached.

14. Indemnity. Attorney agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release the County, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Attorney, arising out of or in connection with the negligent performance or willful misconduct of Attorney, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole or active negligence or due to the willful misconduct of the County. 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 Attorney or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Attorney shall be liable to the County for any loss or

damage to County property arising from or in connection with Attorney's negligent performance or willful misconduct hereunder.

15. Rules of Professional Conduct. Nothing in this Agreement shall be construed to relieve Attorney of its obligations under the Rules of Professional Conduct.

16. Merger. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties.

17. Taxes. Attorney 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. Attorney agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Attorney's failure to pay, when due, all such taxes and obligations. If the County is audited for compliance regarding any withholding or other applicable taxes, Attorney agrees to furnish the County with proof of payment of taxes on these earnings.

18. Conflict of Interest. Attorney 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 the services hereunder. Where the County deems that there is an actual or potential conflict of interest in Attorney representing another party in a matter, the County must waive any such actual or potential conflict before Attorney may represent such other party.

19. Nondiscrimination. Attorney 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 by this reference.

20. 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.

21. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

County:           Bruce D. Goldstein, County Counsel  
                      575 Administration Drive, Room 105A  
                      Santa Rosa, California 95403  
  
                      Rita Scardaci, Director  
                      Department of Health Services  
                      3313 Chanate Road  
                      Santa Rosa, California 95404

Attorney: Foley & Lardner

\_\_\_\_\_  
\_\_\_\_\_

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

22. No Waiver of Breach. The waiver by the 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 promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

23. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California Law, and any action or proceeding to enforce this Contract or for the breach thereof shall be brought or tried in the County of Sonoma.

24. AIDS Discrimination. Attorney agrees to comply with 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 during the term of this Agreement and any extensions of the term.

25. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

The parties have executed this Agreement as of the Effective Date.

Attorney:

Dated: September \_\_\_\_\_, 2013

By: \_\_\_\_\_

County:

Dated: September \_\_\_\_\_, 2013

By: \_\_\_\_\_

Chair, Board of Supervisors

Agreement as to payment.

\_\_\_\_\_

Rita Scardaci, Director  
Department of Health Services

Approved as to form.

COUNTY COUNSEL

By: \_\_\_\_\_

Bruce D. Goldstein

**EXHIBIT A**  
**RATES**

**EXHIBIT B**  
**Insurance Requirements**

With respect to performance of work under this Agreement, Attorney 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.

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

If Attorney currently has no employees, Attorney 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 ISO form CG 00 01.
  - b. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
  - c. Attorney shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Attorney is responsible for any deductible or self-insured retention.
  - d. County of Sonoma, its officers, agents and employees shall be additional insureds for liability arising out of operations by or on behalf of the Attorney in the performance of this agreement.
  - e. The insurance provided to County, et al. as additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
  - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
  - g. The policy shall cover inter-insured suits between County and Attorney and include a "separation of insureds" or "severability" clause which treats each insured separately.
  - h. Required Evidence of Coverage:
    - i. Certificate of Insurance.
3. Automobile Liability Insurance
  - a. Minimum Limit: \$300,000 Combined Single Limit per Accident; or Bodily Injury: \$100,000 per person/\$300,000 per accident and Property Damage: \$50,000 per accident.

- b. Required Evidence of Coverage:
  - i. Copy of Auto Policy Declarations Page *or* Certificate of Insurance.
- 4. Professional Liability Insurance
  - a. Minimum Limit: \$1,000,000.
  - b. Attorney shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Attorney is responsible for any deductible or self-insured retention.
  - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
  - d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
  - e. Required Evidence of Coverage:
    - Certificate of Insurance.
- 5. Standards for Insurance Companies
  - Insurers shall have an A.M. Best's rating of at least A:VII.
- 6. Documentation
  - a. The Certificate of Insurance must include the following reference: Foley & Lardner LLP.
  - b. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Attorney agrees to maintain current Evidence of Coverage on file with County for the required period of insurance.
  - c. The name for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma.
  - d. Required Evidence of Coverage 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. Attorney 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
  - Attorney's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### 8. Material Breach

If Attorney fails to maintain insurance coverage 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 Attorney resulting from said breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Attorney, County may deduct from sums due to Attorney 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: 9**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Commissioners, Board of Supervisors, and Board of Successor Agency

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Community Development Commission, General Services Department, Department of Transportation and Public Works, and the Successor Agency for the Sonoma County Community Redevelopment Agency

**Staff Name and Phone Number:**

John D. Haig, 565-7508

**Supervisorial District(s):**

1<sup>st</sup> and 5<sup>th</sup>

**Title:** Agreements and Policies Related to Redevelopment Projects

### Recommended Actions:

1. Board of Supervisors and Board of Commissioners: Approve and authorize the Director of the General Services Department and the Executive Director of the Sonoma County Community Development Commission (CDC) to execute an Inter-Agency Agreement to perform environmental remediation, planning, and public outreach activities for the Roseland Village Project, and to execute subsequent amendments to extend the term and to make revisions that do not materially change the scope of work or increase the total amount of the Agreement.
2. Board of Supervisors, Board of Successor Agency, and Board of Commissioners: Approve and authorize the Executive Director of the CDC, acting on behalf of the Successor Agency for the Sonoma County Community Redevelopment Agency (Successor Agency), to execute an Agreement for Professional Services to provide \$1,170,250 to Harris and Lee Environmental Services to perform environmental remediation, monitoring, testing, and related work for the Roseland Village Project.
3. Board of Commissioners: Approve the Roseland Village Shopping Center Interim Temporary Use Policy.
4. Board of Supervisors, Board of Successor Agency, and Board of Commissioners: Approve and authorize the Director of the Department of Transportation and Public Works and the Executive Director of CDC, acting on behalf of Successor Agency, to execute the First Amendment to Supplemental Agreement for Funding of Highway 12 Phase 2 Stage 2 Project, extending the term of the Agreement to December 31, 2016.



## **Executive Summary:**

### BACKGROUND

On January 18, 2011, the Board of Commissioners and Board of Supervisors approved an Agreement between the Sonoma County Community Development Commission (CDC), acting in its capacity as the Sonoma County Community Redevelopment Agency (RDA), and the County General Services Department (GSD) to provide \$6.92 million of Roseland Redevelopment Project funds for environmental remediation, public improvements, project management, master planning, and related services for the Roseland Village property owned by CDC. Also on January 18, 2011, the Board of Commissioners and Board of Supervisors approved an Agreement between the CDC and the County Department of Transportation and Public Works (DTPW) to provide \$13,003,490 of Sonoma Valley Springs Redevelopment Project funds to complete Phase 2 Stage 2 of the Highway 12 improvements.

On February 1, 2012, pursuant to the enactment of ABx1 26 (the Redevelopment Dissolution Act), the Sonoma County RDA was dissolved, a Successor Agency was designated to conduct any remaining business of the RDA, and an Oversight Board was established to supervise the unwinding of the RDA's assets and obligations. Also pursuant to the Dissolution Act, all agreements entered into between the RDA and the County were invalidated, including the Roseland Village and Highway 12 Improvements Agreements. However, on March 26, 2012, the Oversight Board authorized the Successor Agency to re-enter into these Agreements as permitted under the Dissolution Act for the benefit of the taxing entities in the former Redevelopment Project Areas.

In April 2012, the State Department of Finance (DOF) disregarded the Oversight Board's action and unilaterally determined that the Roseland Village and Highway 12 Agreements were not valid enforceable obligations. Since that time, DOF has not allowed expenditure of Redevelopment Property Tax Trust Fund (RPTTF) dollars or cash on hand for work under the two Agreements, and has demanded return of \$6.8 million in remaining Redevelopment cash currently held by the Successor Agency for the projects. The Successor Agency refused to repay these funds, and filed two legal actions to overturn the DOF's decisions. On August 23, 2013, the Sacramento County Superior Court held a hearing on the first phase of the litigation, and on September 9, 2013 issued an order upholding the validity of the Roseland Village and Highway 12 Agreements. A hearing on the second phase of the litigation to allow the Successor Agency to retain and use available cash balances for the projects is expected to be scheduled for May 2014. DOF may appeal the rulings and, until the matter is finally resolved, all Redevelopment funding for the projects remains unavailable.

It is therefore likely to be many months before the Successor Agency receives full authority to spend available cash and future RPTTF funds to pay for the Roseland Village and Highway 12 improvements. As part of the FY 2013-14 County Budget, your Board allocated GSD and the Transportation and Public Works Department \$2.85 million for Roseland Village and \$5.3 million for Highway 12 from County Reinvestment and Revitalization funds to allow the County to carry out work under the existing Agreements with the Successor Agency. Upon a successful completion of the pending litigation, funds expended by the County would be reimbursed as provided by those Agreements.

### INTER-AGENCY AGREEMENT FOR ROSELAND VILLAGE

CDC and GSD staff had been working together to undertake the activities detailed in the Roseland Village Agreement before it was invalidated by DOF. As that work will now resume, CDC and GSD staff would like to enter into the Inter-Agency Agreement (on file with Clerk of the Board) to describe in

further detail how the funds will be administered and expended by each entity. The Inter-Agency Agreement specifies that CDC will use up to \$2.69 million to perform overall project management, lead a public outreach process, support master planning and related activities, complete State-mandated environmental remediation of the property, and perform selection of a developer for the affordable housing and non-residential improvements that will be privately-owned and made after the public improvements are completed. GSD will use up to \$160,000 to participate in community outreach, support master planning, and perform other related services, as required. Because it may be deemed necessary or prudent for this delineation of tasks to be adjusted as the project moves forward, staff requests the authority for the Director of GSD and the Executive Director of CDC to execute the attached Agreement, as well as possible subsequent amendments to revise the Agreement that do not materially change the overall scope of work or increase the amount of the Agreement.

#### ENVIRONMENTAL CLEAN-UP FOR ROSELAND VILLAGE

In 2010, the CDC retained the services of Harris and Lee Environmental Services, LLC (HLENV), a local environmental consulting firm, to carry out environmental work for the Roseland Village Project. HLENV was selected through a competitive Request For Proposals process and continues to perform the environmental work for the CDC, including preparation of the final remediation Work Plan, negotiating with and obtaining the required approvals from the North Coast Regional Water Quality Control Board, and performing on-going ground water testing and monitoring of contaminants on the property. Given their level of knowledge and work on the environmental issues associated to the property to date, HLENV is qualified to complete the remaining environmental work for the Roseland Village Project and their previous work on the project provides continuity and cost efficiencies. Staff is therefore requesting approval for the Executive Director of the CDC, acting on behalf of the Successor Agency, to execute the Agreement for Professional Services with HLENV (on file with Clerk of the Board).

The proposed Agreement would provide up to \$320,250 to HLENV to perform the following services under oversight of CDC staff: 1) continue on-going ground water monitoring and testing; 2) conduct a competitive bidding process and oversee the abatement and demolition of one building as needed to excavate contaminated soil lying below; and 3) complete all required soil excavation, disposal, and confirmation sampling. The Agreement would provide up to \$850,000 to pay the demolition contractor, which will be selected through a bidding process, for a total Agreement cost of \$1,170,250.

The CDC's staff possesses the expertise required to perform bidding and construction management of the type required for the Roseland Village Project; however, given the agency's current workload, there is insufficient staffing capacity to perform this work in-house without negatively impacting other projects and programs. Based on the CDC's knowledge of construction management and oversight costs, and based on the information received through the previous competitive process for environmental consulting work, staff believes that the proposed costs, qualifications, and continuity of management that would be realized by retaining HLENV for this work, will achieve the best and most cost-effective method of completing the Roseland Village remediation tasks.

#### ROSELAND VILLAGE INTERIM USE POLICY

As the environmental remediation, public outreach, master planning, and public improvement activities associated to the Roseland Village Project proceed, CDC staff continues to receive numerous requests for use of the property for a wide variety of purposes. Staff requests your Board's approval of the

attached Roseland Village Shopping Center Interim Temporary Use Policy that sets forth criteria by which staff would make decisions on what uses are appropriate and serve the needs of the community while the property is being moved towards its eventual best and highest use. The Use Policy is intended to permit use of the parking lot areas of the property by non-profit or public entities so that community-focused activities can be allowed for the benefit the community as a whole. The Use Policy does not support strictly commercial, for-profit uses of the site in any capacity. Additionally, because of the condition of the buildings located on the property and their non-compliant ADA configurations, use of the structures is not contemplated except for uses by government agencies for training or other approved purposes.

**FIRST AMENDMENT TO AGREEMENT FOR HIGHWAY 12**

Due to delays resulting from DOF’s invalidation of the Highway 12 Improvements Agreement, the term will expire prior to completion of the planned work. Staff therefore requests approval for the Director of DTPW and the Executive Director of CDC, acting on behalf of the Successor Agency, to execute the First Amendment to the Agreement (on file with Clerk of the Board) to extend the termination date from December 31, 2013 to December 31, 2016. All other provisions of the Agreement remain unchanged.

**Prior Board Actions:**

- 01/18/11 – Approved \$6.92 million Public Improvements Agreement for the Roseland Redevelopment Project.
- 01/18/11 – Approved \$13,003,490 Public Improvements Agreement for the Highway 12 Project.
- 07/13/10 – Approved acquisition of the Roseland Village Shopping Center.

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

Completion of the planned Highway 12 improvements in the former Springs Redevelopment Project Area, and the environmental clean-up, construction of public improvements, and mixed-use redevelopment at the Roseland Village shopping center, will both enhance the health and safety of residents in the former Roseland Redevelopment Project Area, and help to improve the economies and environmental conditions of the Areas.

**Fiscal Summary - FY 13-14**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 12,540,762	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 12,540,762
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 12,540,762</b>	<b>Total Sources</b>	<b>\$ 12,540,762</b>

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

The full amount of the Roseland and Highway 12 Public Improvements Agreements was approved on January 18, 2011. The figures shown above reflect the portion of the funds budgeted for use during FY 2013-14 from Fund Balance. The FY 2013-14 Sonoma County Budget includes \$8,150,000 of Reinvestment and Revitalization (RR) funding that was approved to provide the needed cash-flow to allow these projects to be carried out as contemplated by the existing Agreements with the Successor Agency. Under those Agreements, costs incurred by the County will be reimbursed upon a successful completion of the pending litigation.

**Staffing Impacts**

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

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

None.

**Attachments:**

Roseland Village Shopping Center Interim Temporary Use Policy.

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

1. Inter-Agency Agreement between County and CDC for Roseland Redevelopment Project.
2. Agreement for Professional Services between Successor Agency and Harris & Lee Environmental Services for Roseland Village Redevelopment Project.
3. First Amendment to Supplemental Agreement between Successor Agency and County for Highway 12 Phase 2 Stage 2 Project.

# **Roseland Village Shopping Center Interim Temporary Use Policy**

## **Purpose and Authority:**

The staff of the Sonoma County Community Development Commission (SCCDC) is responsible for the maintenance and operation of the property commonly known as the Roseland Village Shopping Center, located at 665 Sebastopol Rd, Santa Rosa CA. The SCCDC desires to utilize the property for the public's benefit while working to redevelop the property. The purpose of this document is to establish policy criteria SCCDC staff will use to evaluate applications for temporary use of the premises.

SCCDC staff has the discretion to approve or deny temporary use applications using the following criteria.

## **Requirements for Use:**

1. Applicants for temporary use permits must be governmental or non-profit entities, and must complete the required Application for Temporary Use.
2. Applicants must provide adequate property and casualty insurance as determined by SCCDC staff or County of Sonoma Risk Management.
3. No use of any buildings on the property will be allowed, except for uses by governmental entities as approved on a case by case basis.
4. Applications for use of the grounds and common areas of the property shall be authorized only when:
  - a. The property is available for the use without other conflict.
  - b. The use does not impact the redevelopment efforts underway on the property, which shall have primary consideration.
  - c. The use does not impact the rights of SCCDC tenants on the property or adversely impact the operators of businesses on adjacent properties.
5. All uses must serve a public purpose, articulated in the application for use.
6. All expenses associated with the proposed use shall be the responsibility of the applicant.



**Additional provisions:**

1. All users must preserve and leave the premises in the same condition as existed prior to the use.
2. Users will be responsible for security, cleaning services, and other control measures as deemed appropriate by staff for the proposed use.
3. Any on-going use may be terminated at will by the SCCDC staff by notice to the applicant.

|

## TEMPORARY PERMIT TO USE

### 665 SEBASTOPOL AVENUE

The SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION, a public body corporate and politic (hereinafter known as "Commission"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants permission to the undersigned Permittee to access and use the exterior portions of the premises commonly known as 665 Sebastopol Road, Santa Rosa, CA (the Site), more particularly depicted on Exhibit A, attached hereto, only during the times, for the purposes, and subject to the special conditions set forth in this Temporary Permit to Use and Exhibit A.

1. Compliance with Laws and Regulations during Use of Site. Permittee agrees to fully comply with all Federal, State and local laws, rules regulations, and ordinances in connection with the use of the Site.

2. Permits. Permittee agrees to obtain all necessary permits from the County of Sonoma, the City of Santa Rosa, or any other applicable regulatory agency. No later than 7 days before the scheduled use of the Site, Permittee shall deliver copies of all permits obtained by Permittee relating to the scheduled use of the Site. **Failure to obtain and provide Commission with a copy of all required permits at least 7 days before the scheduled use of the Site will result in the termination of this Temporary Permit to Use.**

3 Consent of Adjoining Property Owner. Permittee understands that the owner of the adjacent property to the east (625 Sebastopol Road, APN 125-111-047) leases that property to a retail establishment and has an easement for parking over the Site. A copy of this Temporary Permit will be mailed to the owner of the adjoining property, by the Commission, as an advisement.

4 Hazardous Materials. Permittee represents, warrants, and agrees that Permittee has not and will not permit any third party to use, generate, store or dispose of any Hazardous Material (defined herein) on, under, about or within Site, provided, however, that Permittee shall be permitted to drive trucks and automobiles on the Site. As used in this Section, "Hazardous



Material” shall mean petroleum or any petroleum product, hydrocarbons, asbestos, any substances known to cause cancer and/or reproductive toxicity, and/or any substances, chemical or waste that is identified as hazardous, toxic or dangerous in any federal, state or local law or regulation.

5 As-Is Condition. Permittee hereby acknowledges that neither the Commission nor anyone acting for or on behalf of the Commission, has made any representation, warranty or promise to Permittee concerning the physical aspects or condition of any portion or part of Site or improvements, the feasibility, desirability or convertibility of Site into any particular use, the conditions of the soil, subsoils, ground water, or surface waters, or the presence or absence of any toxic waste or Hazardous Materials, and that by entering into this Temporary Permit to Use has not relied on any representation, statement or warranty of the Commission, or anyone acting for or on behalf of the Commission, and that all matters concerning Site shall be independently verified by Permittee, and that Permittee shall use Site on Permittee’s own examination thereof, AND THAT PERMITTEE IS USING SITE IN AN “AS IS” PHYSICAL CONDITION AND "AS IS" STATE OF REPAIR. Permittee hereby expressly assumes the risk that adverse physical conditions existing as of the date of this Temporary Permit to Use and the full extent thereof, may not be revealed by Permittee’s inspections, reviews and studies of Site.

6. Liability and Indemnity. Permittee agrees to bear all costs and liabilities of any kind related to Permittee's use of Site, and to defend, indemnify, hold harmless, and release Commission, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Permittee, related thereto. Commission and Permittee intend and agree that during Permittee's use of Site, Permittee shall be responsible for the monitoring of hazardous conditions on Site and the protection of Permittee, the public, or any third parties from risks relating to the conditions on Site, and Permittee agrees to defend, indemnify, hold harmless, and release Commission, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Permittee, relating thereto.

7. Liability for Site Clean-Up and Damage Repair. After use of the Site, Permittee shall remove all supplies, materials, equipment, and debris from the Site, and place the site in the same condition as it was in before Permittee’s use. Permittee shall be responsible for the repair of any damage to the Site or to any adjoining properties arising out of the use by Permittee of the Site, whether or not such damage was directly caused by Permittee or its

agents (i.e., Permittee is responsible for any damage caused by members of the public, whether or not such members of the public were expressly invited onto the Site by Permittee).

8 Termination. Permission granted under this Temporary Permit to Use for Permittee to use Site may be immediately revoked at any time with or without cause. Such revocation shall be provided in writing and will allow Permittee a maximum of one (1) calendar day following such notice to remove its equipment; thereafter, County may remove and store such equipment at Permittee's expense. Permittee agrees that upon the expiration or sooner termination of this Temporary Permit to Use to restore Site to the condition in which it was prior to execution of this Temporary Permit to Use. Permittee will leave Site in a clean and orderly condition and will repair, replace, or compensate for any damage during the course of Permittee's occupancy under this Temporary Permit to Use.

9. Limited Rights. This Temporary Permit to Use has been prepared as an accommodation to Permittee to permit temporary use of Site. The foregoing notwithstanding, the parties acknowledge that this Temporary Permit to Use does not constitute a lease, license, or right of way to Site nor any form of a partnership or joint venture between Commission and Permittee.

10. Insurance. Permittee shall provide Commission with evidence that it has in place all of the insurance coverages as set forth on Exhibit B. **Failure to obtain and provide Commission with a copy of such insurance at least 7 days before the use of the Site will result in the termination of this Temporary Permit to Use.**

11. Non-discrimination. Permittee shall comply with all applicable federal, state and local laws, rules and regulations relating to non-discrimination in employment and services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition and handicap. Permittee has reviewed 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. Permittee agrees to comply with such provisions during the term of this Temporary Permit to Enter.

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IN WITNESS WHEREOF, the parties have executed this Temporary Permit to Enter as of the Effective Date.

PERMITTEE:

By: \_\_\_\_\_

COMMISSION:

By: \_\_\_\_\_

Kathleen H. Kane

Executive Director

# Exhibit A

## Site and Event Information and Special Conditions

Name of Event:

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Date and Times of Event (exact start/finish):

---

Event Permit Holder Contact: \_\_\_\_\_

Fax: \_\_\_\_\_ Person on site: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone # on site: \_\_\_\_\_

## **EXHIBIT B**

### Insurance Requirements

Licensee shall maintain and require its subcontractors and agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

#### **1. Workers Compensation and Employers Liability Insurance**

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

If Licensee currently has no employees, Licensee 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 ISO form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate.
- c. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
- d. Sonoma County Community Development Commission, Successor Agency for the Sonoma County Community Redevelopment Agency, and the County of Sonoma shall be additional insureds for liability arising out of the Licensee's ongoing operations. (ISO endorsement CG 20 26 or equivalent. ISO endorsement CG 20 12 is also acceptable if it specifies permits or authorizations.)
- e. The insurance provided to County, et al. as additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- g. Required Evidence of Coverage:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status;

- and
- ii. Certificate of Insurance.

(Substitute the following if the work, event or location involves marinas or the airport.)

**h.** Required Evidence of Coverage:

- i. Copy of the additional insured endorsement or policy language granting additional insured status;
- ii. copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
- iii. Certificate of Insurance.

**3. Liquor Liability Insurance** *(For events with alcohol.)*

- a. Minimum Limits: \$1,000,000 for each Common Cause or Occurrence; 1,000,000 Aggregate.
- b. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
- c. Required Evidence of Coverage:
  - i. Certificate of Insurance.

**4. Standards for Insurance Companies**

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

**5. Documentation**

- a. The Certificate of Insurance must include the following reference: \_\_\_\_\_.
- b. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Coverage on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: ATTN: John Haig, [Sonoma County Community Development Commission, 1440 Guerneville Road, Santa Rosa, CA 95403 FAX \(707\) 565-7446](#).
- d. Required Evidence of Coverage 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. Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**6. Policy Obligations**

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

**7. Material Breach**

If Licensee fails to maintain insurance coverage 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 Licensee resulting from said breach.



## 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:** September 24, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services

**Staff Name and Phone Number:**

Ed Buonaccorsi (707) 565-2550

**Supervisorial District(s):**

County-wide

**Title:** Award of Job Order Contracting

### Recommended Actions:

Authorize the Chair to execute a Job Order Contract with the following contractors for the minimum and maximum amounts indicated:

Contractor	Location	Minimum Contract Amount	Maximum Contract Amount
Mark Scott Construction, Inc.	Pleasant Hill	\$25,000	\$3,000,000
Bay West Construction	Santa Rosa	\$25,000	\$1,500,000
Murray Building, Inc.	Sonoma	\$25,000	\$1,000,000
A. E. Nelson Construction	Rohnert Park	\$25,000	\$1,000,000

The contract "term" for all of the above will be for one calendar year from the effective date of Notice to Proceed or when Job Orders totaling the maximum contract amount have been completed, whichever occurs first.

Adopt a resolution delegating the authority to approve Job Orders issued under the above Job Order Contracts to The County Administrator, General Services Director, and Deputy Director of Facilities Development and Management or Associate Architect with specific limits indicated and ordering that projects consistent with the purposes of Job Order Contracting be performed.



**Executive Summary:**

The purpose of this report is to request that the Board award the annual contracts which are part of the Job Order Contract (J.O.C.) program. Awarding the contracts allows General Services to use the J.O.C. process as a means of performing work as approved by your Board.

A Job Order Contract is an annual, competitively bid, firm fixed unit price, non-specific scope contract used for the performance of repair and remodeling construction work, including renovation, alteration, painting, and repair to more expediently perform capital work. The Job Order Contracting process eliminates or reduces the level of front end work relative to plan development, bidding, and resource contracting resulting in a reduction in the time required to develop and deliver qualified work. Job order contracting does not eliminate competitive bidding. It does however allow a public entity to solicit competitive bids for qualified work efforts in one annual solicitation and allows the entity to award contracts to multiple contractors for services to be provided as needed. The work to be performed under a J.O.C. is authorized through individual job orders that reflect the specified work scope and the fixed unit cost prices that apply, adjusted by an adjustment factor. The adjustment factor is the competitive determinant in deciding which contractors are selected to receive annual contracts.

The Cities and Counties using J.O.C. retain the option of using J.O.C. only for those projects that they deem can be best delivered by using the J.O.C. program. Having a J.O.C. program in place does not preclude a public entity from bidding a specific project individually or from using in-house resources for capital work as allowed by the State Public Contract Code. In short, Job Order Contracting provides the means of having an “on-call” contractor(s) on hand.

**Local Impact of J.O.C.**

One benefit of a J.O.C. Program is that it gives the prime contractor and the public entity more flexibility relative to the use of local subcontractors, businesses and labor when compared with the traditional project delivery methods governed by the Public Contract Code. The J.O.C. contracts are awarded on the lowest responsive and responsible bid in the form of the adjustment factor. The subcontractors or suppliers are not specified until the County issues the specific job order for the work to be performed. Under J.O.C. the prime J.O.C. contractor is in the position to solicit and select the subcontractors and suppliers that best facilitate the successful completion of the work within the unit costs set in the J.O.C contract and within the delivery time set in the Job Orders. To ensure success prime contractors actively seek subcontractors and material suppliers that provide best pricing and best delivery of services or materials. Since these resources are only needed upon receipt of a Job Order prime contractors normally seek local, available and expedient support resources. In addition the County is allowed to provide feedback to the J.O.C. prime contractor regarding the quality and expediency of a potential subcontractor’s previous work which may further encourage the use of qualified local resources.

The County of Sonoma established its’ initial J.O.C. in 2010. Subsequently the County has used J.O.C. for the past four years engaging a total of 19 J.O.C. prime contractors to deliver 95 projects with an aggregated value of \$18M. In the four years that J.O.C. has been utilized by the County, the “local” construction “spending” (for labor and materials) linked to the use J.O.C. has increased from 15% in year one to 96% in year four. These results reflect the success of staff efforts to fully utilize J.O.C where beneficial and work within the limitations imposed by State Public Contracting laws to impact the local economy and engage local resources.

**Bid Package**

Five different J.O.C. contracts were bid. These included one contract for a maximum amount of \$3,000,000, one contract for a maximum amount of \$1,500,000, and three contracts for a maximum amount of \$1,000,000 each.

These maximum amounts are not guaranteed or funded amounts. Each contract commits a minimum amount of \$25,000 that is paid for by specific project budgets. Use of the J.O.C. beyond the minimum amount depends on available work, responsiveness and performance of the contractor and specific requirements of the project and availability of approved funding.

Work executed under a J.O.C. is based on a book of unit prices for thousands of construction activities, which include the material and labor costs for each activity. A contractor that is under a J.O.C contract and is requested to submit a cost proposal for a specific scope of work, will identify the quantity of the construction activities needed for a project, and utilize the unit price indicated in the price book to determine the cost of the work. The contractor then multiplies that cost by an Adjustment Factor, which represents a modification to the unit prices to cover their profit and overhead, to reach the total cost for that scope of work.

In submitting a bid for a J.O.C. contract, bidders submit their price Adjustment Factors that will be applied to each unit price. The J.O.C. contract is awarded to the responsive and responsible bidder submitting the lowest Adjustment Factor. In order to account for differing work conditions, the bidders were requested to submit two different Adjustment Factors. These are:

- Adjustment Factor 1: for work done during normal working hours.
- Adjustment Factor 2: for work done during other than normal working hours.

These factors are combined to determine an "Award Criteria Factor" which is the basis for the award. The lowest bid is the bid with lowest Award Criteria Factor for that contract. This method of selecting the low bid was fully described in the bid documents and complies with the Public Contract Code. In order to spread the work among the contractor community, facilitate participation by both large and small contractors and give the County more flexibility in using J.O.C., bids were solicited for five J.O.C. contracts and each contractor was advised that they could hold only one J.O.C. for any contract year. All contractors awarded a J.O.C. contract must also adhere to prevailing wage regulations as set forth in Public Contract Code and/or County public contracting award policies.

### **Bid Results**

Bids were received on August 23, 2013. A total of four bidders submitted bids on the five contracts, which were reviewed and evaluated by staff. The fifth contract was not awarded as there were only four bidders. Based on the evaluation of the bids utilizing the selection method described above, the following contractors were identified as the lowest responsive and responsible bidders:

<b>Contract</b>	<b>Lowest Bidder</b>	<b>Award Criteria Factor</b>
Contract 1 (J.O.C. 2013-01 \$3,000,000)	Mark Scott Construction, Inc.	1.0832
Contract 2 (J.O.C. 2013-02 \$1,500,000)	Bay West Construction	1.1120
Contract 3 (J.O.C. 2013-03 \$1,000,000)	Murray Building, Inc	1.0918
Contract 4 (J.O.C. 2013-04 \$1,000,000)	A.E. Nelson Construction	1.1745
Contract 5 (J.O.C. 2013.05 \$1,000,000)	Not Awarded	N/A

### **Schedule**

The expiration of the current J.O.C. contracts is November 5, 2013. The new contracts will have a one-year term

from the date of the Notice to Proceed, providing an uninterrupted J.O.C. program through November 6, 2014.

**J.O.C. Program Management**

Capital projects delivered using the J.O.C. program are approved by our Board before they can be initiated. This approval is either received through the annual capital project budget process or during the fiscal year by General Services submitting a Board Report which describes the proposed project scope, budget, schedule, and funding source for Board approval.

**Prior Board Actions:**

07/13/10 – Approved using J.O.C. on permanent basis.  
2007 – 2010 – Approved and established Job Order Contract Pilot Program, awarded various J.O.C. Contracts, and delegated authority for issuing individual Job Orders to County Architect, General Services Director and CAO.

<b>Strategic Plan Alignment</b> Goal 3: Invest in the Future			
Awarding J.O.C. contracts positions the County to quickly respond to the County’s construction needs in an efficient and cost effective manner, while promoting the use of local labor.			
<b>Fiscal Summary - FY 13-14</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
N/A			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary</b> <b>Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<p>There is no separate funding required for the J.O.C. program. The program and the associated contract values are funded by individual capital projects and budgets approved by the Board through the annual Capital Budget process. These projects typically include repair and remodeling construction work. The use of the J.O.C. contracts, including the minimum amounts, will be paid by approved and funded project budgets. The execution of these contracts has no additional specific financial impact attributed to the use of the J.O.C. process.</p> <p>As previously noted over the past five years that J.O.C. has been in use, the County has issued individual job orders totaling approximately \$18 million against 19 separate Job Order Contracts, the majority of which was paid to local contractors.</p>			
<b>Attachments:</b>			
Attachment A – Resolution authorizing Deputy Director of Facilities Development and Management or Associate Architect, Director of General Services Director, and County Administrator to issue Individual Job Orders			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Notice of Intent to Award			



County of Sonoma  
State of California

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Date: September 24, 2012

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

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Delegating The Authority To Approve Job Orders Issued Under The Job Order Contract  
(Project Nos. J.O.C.-2013-01, J.O.C.-2013-02, J.O.C.-2013-03, J.O.C.-2013-04) And Ordering  
That Projects Consistent With The Purposes Of Job Order Contracting Be Performed.**

**Whereas**, on May 15, 2007, your Board authorized the initiation of a Job Order Contract Pilot Program; and

**Whereas**, the job order contract is an annual competitively-bid, fixed price, indefinite quantity contract for the performance of minor construction work, including renovation, alteration, painting, and repair; and

**Whereas**, the job order contract establishes firm unit pricing that allows discrete scopes of work (Job Orders) to be performed expeditiously without having to individually bid each such scope of work; and

**Whereas**, the streamlined delivery process for construction work under the job order contract will result in substantial savings of time and will reduce costs related to project design and oversight; and

**Whereas**, additional savings of time and cost can be realized by delegating to the General Services Director and the Deputy Director of Facilities Development and Management or Associate Architect, and County Administrator the authority to issue individual Job Orders; and

**Whereas**, such a delegation of authority is consistent with the purposes of the job order contracting method, as authorized by Public Contract Code Section 20128.5.

**Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma finds, determines, and declares as follows:**

1. All of the above recitals are true and correct; and
2. The Deputy Director of Facilities Development and Management or Associate Architect is hereby authorized to issue individual job orders with values up to \$125,000 so long as the job orders remain within the parameters specified in the contract documents for Job Order Contracts Nos. J.O.C.-2013-01, J.O.C.-2013-02, J.O.C.-2013-03, J.O.C.-2013-04 and so long as there is a sufficient appropriation for the Job Order; and
3. The General Services Director is hereby authorized to issue individual job orders with values from \$125,000 to \$250,000 so long as the job orders remain within the parameters specified in the contract documents for Job Order Contracts Nos. J.O.C.-2013-01, J.O.C.-2013-02, J.O.C.-2013-03, J.O.C.-2013-04 and so long as there is a sufficient appropriation for the Job Order; and
4. The County Administrator is hereby authorized to issue individual job orders with values above \$250,000 so long as the job orders remain with the parameters specified in the contract documents for Job Order Contracts Nos. J.O.C.-2013-01, J.O.C.-2013-02, J.O.C.-2013-03, J.O.C.-2013-04 and so long as there is a sufficient appropriation for the Job Order; and
5. In accordance with Public Contract Code section 20128.5, the Deputy Director of Facilities Development and Management is hereby ordered to administer job order projects consistent with the scope and purposes of the Job Order Contracts Nos. J.O.C.-2013-01, J.O.C.-2013-02, J.O.C.-2013-03, J.O.C.-2013-04.

**Supervisors:**

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

**So Ordered.**

Contractors Contracts  
JOC 2012 - Project #13000F

9/12/13

Contractors:		Torres	Murray	Kirby	Mark Scott	A.E. Nelson	TOTAL
Contract Limit:		\$ 3,000,000	\$ 1,500,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 7,500,000
Contract Numbers:		2616	2617	2618	2619	2620	
<b>ADCATS - Active &amp; Closed Projects</b>							
Project #	Project Title						
13918A	Probation TI La Plaza B	\$ 78,395					
7211	MADF Fire System Upgrade	\$ 308,402					
7201B	La Plaza A100 Renovation.		\$ 20,657.				
13919D	Occidental Tank Removal		\$ 51,575				
7210T05	Sonoma RY ADA		\$ 2,000				
7307	BOS AV		\$ 260,082				
7210U08	VMCH ADA Upgrades		\$ 20,926				
13912C	PES Delayed Egress Phase 1-2		\$ 23,921				
13918B	JJC Painting (split 13918B & 13021)		\$ 50,556				
13919E	Gas Well Drilling		\$ 60,387				
13919F	Airport Terminal Wood Finish		\$ 11,125				
13921A	Sonoma Vets Landscape Project		\$ 26,071				
13924H	VMCH Interior Paint		\$ 54,966				
7100	DP Bldg Seismic Retrofit			\$ 136,888			
7013H	FJC 2nd Floor TI (includes \$50,000 in 13924G)			\$ 289,893			
7013L	FJC 1sts floor Warranty			\$ 24,830			
13932A	433 Aviation Blvd (SCERA) Suite 110 TI					\$ 37,827	
7210B03	Guerneville Library ADA Upgrades					\$ 30,597	
13924C	HSD Design Coordination & Move Mgt					\$ 27,573	
13902A	Animal Shelter Emergency Light Upgrade					\$ 17,864	
6604A	HOJ Fire Code Upgrade					\$ 21,785	
7210S02	Fair Carnival Lot and Grandstand				\$ 252,646		
Total Active & Closed:		\$ 386,797	\$ 582,266	\$ 451,611	\$ 252,646	\$ 135,646	\$ 1,808,966
Current Contract Balance:		\$ 2,613,203	\$ 917,734	\$ 548,389	\$ 747,354	\$ 864,354	\$ 5,691,034

Contractors Contracts  
JOC 2012 - Project #13000F

9/12/13

Contractors:	Torres	Murray	Kirby	Mark Scott	A.E. Nelson	TOTAL
Contract Limit:	\$ 3,000,000	\$ 1,500,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 7,500,000
Contract Numbers:	2616	2617	2618	2619	2620	
<b>Progen - Proposals Approved</b>						
Total Approved Job Proposals (JOC)	\$ -			\$ -		\$ -
Contract Balance:	\$ 2,613,203	\$ 917,734	\$ 548,389	\$ 747,354	\$ 864,354	\$ 5,691,034
<b>Future Estimated Projects</b>						
Total Future Estimated Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUMMARY</b>						
Total Active & Closed Job Orders	\$ 386,797	\$ 582,266	\$ 451,611	\$ 252,646	\$ 135,646	\$ 1,808,966
Approved Job Proposals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Future estimates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>GRAND TOTAL</b>	<b>\$ 386,797</b>	<b>\$ 582,266</b>	<b>\$ 451,611</b>	<b>\$ 252,646</b>	<b>\$ 135,646</b>	<b>\$ 1,808,966</b>
Total Contract Balance:	\$ 2,613,203	\$ 917,734	\$ 548,389	\$ 747,354	\$ 864,354	\$ 5,691,034

Total Contracts: \$ 7,500,000



Contractors Contracts  
JOC 2011 - Project #12009

10/26/12

Contractors:		Sea Pac	Torres	Mark Scott	Murray	Kirby	TOTAL
Contract Limit:		\$ 4,100,000	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 9,100,000
Contract Numbers:		2569	2568	2565	2566	2567	
<b>ADCATS - Active &amp; Closed Projects</b>							
Project #	Project Title						
6601Z	SR Vets Bldg Gas Leak & Heat Exchangers	\$ 127,528					
6604A	HOJ Fire Codes Upgrade	\$ 19,362					
6715B	370 Admin Dr TI	\$ 43,361					
7012B	DA/PD/Probation Remodel	\$ -					
7012J	Old Jail Site Restoration	\$ 55,996					
7012M	MADF Hydronic Pipe Relocation	\$ 27,712					
7107	Sheriff Bldg Server Room Expansion	\$ 2,627					
7210U02	HS Paulin ADA	\$ 148,926					
11919C	Airport Security Project	\$ 21,872					
12918A	Probation Armory	\$ 10,998					
7012D	Law Library (New)		\$ 12,203				
7210U04	ADA HOJ Automatic Door Operators		\$ 88,029				
7210B02	Graton ADA			\$ 78,706			
7909L	So Co Fair Restrooms ADA			\$ 49,222			
11FAIR	So Co Fair ADA Access Improvements			\$ 107,525			
12912A	Wellness Center Kitchen Remodel			\$ 126,990			
6904	Admin Building Remodel				\$ 13,775		
7101	MADF Airflow Improvements				\$ 33,436		
7210C	BOS ADA Improvements				\$ 234,857		
7210W	Admin Bldg ADA Upgrades (split with 7210C)				\$ 57,888		
7210W	Admin Bldg ADA Upgrades (split with 13943A)				\$ 35,366		
11905D	ISD Office Remodel				\$ 22,144		
12943B	BOS ADA Improvements (split with 7210C)				\$ 35,200		

Contractors Contracts  
JOC 2011 - Project #12009

10/26/12

Contractors:		Sea Pac	Torres	Mark Scott	Murray	Kirby	TOTAL
Contract Limit:		\$ 4,100,000	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 9,100,000
Contract Numbers:		2569	2568	2565	2566	2567	
13943A	BOS ADA Improvements (split with 7210W)				\$ 6,161		
6601Z	SR Vets Bldg Gas Leak & Heat Exchangers					\$ -	
6715B	370 Admin Dr TI					\$ 61,041	
12912C	Security Gate					\$ 2,258	
12947A	Sebastopol Library Remodel					\$ 595,569	
Total Active & Closed:		\$ 458,382	\$ 100,232	\$ 362,443	\$ 438,827	\$ 658,868	\$ 2,018,752
Current Contract Balance:		\$ 3,641,618	\$ 1,899,768	\$ 637,557	\$ 561,173	\$ 341,132	\$ 7,081,248
<b>Progen - Proposals Approved</b>							
Total Approved Job Proposals (JOC)		\$ -			\$ -		\$ -
Contract Balance:		\$ 3,641,618	\$ 1,899,768	\$ 637,557	\$ 561,173	\$ 341,132	\$ 7,081,248
<b>Future Estimated Projects</b>							
Total Future Estimated Projects		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUMMARY</b>							
Total Active & Closed Job Orders		\$ 458,382	\$ 100,232	\$ 362,443	\$ 438,827	\$ 658,868	\$ 2,018,752
Approved Job Proposals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Future estimates		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>GRAND TOTAL</b>		\$ 458,382	\$ 100,232	\$ 362,443	\$ 438,827	\$ 658,868	\$ 2,018,752
Total Contract Balance:		\$ 3,641,618	\$ 1,899,768	\$ 637,557	\$ 561,173	\$ 341,132	\$ 7,081,248

Total Contracts: \$ 9,100,000

Contractors Contracts  
JOC 2010 - Project #11015

5/21/12

Contractors:		Kirby	Agbayani	Mark Scott	Murray	Sea Pac	TOTAL
Contract Limit:		\$ 4,100,000	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 9,100,000
Contract Numbers:		2524	2525	2528	2527	2526	
<b>ADCATS - Active &amp; Closed Projects</b>							
Project #	Project Title						
6601Z	SR Vets Building Gas Leak	\$ 349,855					
6715B	370 Admin Drive/TI	\$ 840,386					
7012M	MADF Hydronic Pipe Relocation	\$ 970,224					
7013D	Family Justice Center	\$ 922,785					
7209G19	Structural Eval of Walkway-3324 Chanate	\$ 70,765					
11936A	Family Justice Center (DA Funding)	\$ 49,424					
7012B	DA/PPD/Probation Remodel		\$ 505,148				
7012C	HOJ Utility Relocation		\$ 178,602				
7012D	New Law Library		\$ 53,921				
7012E	DA Office Expansion (2nd floor)		\$ 10,332				
7013D	Family Justice Center		\$ 63,514				
7012F	HOJ Path of Travel Improvement			\$ 12,353			
7902E	HOJ Restroom ADA 2nd floor			\$ 144,640			
10915C	ADA/HOJ Path of Travel Improvement			\$ 78,625			
11912B	Wellness Center Kitchen Investig.			\$ 3,639			
11915A	Fairground ADA PTO			\$ 238,349			
5909W	JJC Warranty				\$ 108,855		
6904	Admin Bldg Remodel				\$ 43,738		
6908A	Orenda Ctr Conf Rm Repair				\$ 47,621		
7002	NCDF300 Unit Reroof				\$ 112,360		
7101	MADF Airflow Improvements				\$ 43,567		
7110A	Roseland Environmental				\$ 3,163		
7209A	Central Kitchen Facility Study (MADF)				\$ 31,323		
11919B	Airport Main Terminal Re-Roof & HVAC				\$ 920		
11924E/ 6713M	3600 Westwind Fire Improvements				\$ 18,858		
12910A	County Counsel Move				\$ 25,839		
7012B	DA/PPD/Probation Remodel					\$ 51,840	
7012J	Old Jail Site Restoration					\$ 158,384	
7012M	MADF Hydronic Pipe Relocation					\$ 169,083	
7012P	HOJ Exterior Finishes					\$ 23,644	
11919B	Airport Main Terminal Re-Roof/HVAC					\$ 4,017	

Contractors Contracts  
JOC 2010 - Project #11015

5/21/12

Contractors:		Kirby	Agbayani	Mark Scott	Murray	Sea Pac	TOTAL
Contract Limit:		\$ 4,100,000	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 9,100,000
Contract Numbers:		2524	2525	2528	2527	2526	
11919C	Airport Security Project					\$ 587,649	
7209G20 (12016V)	SR Vets Bldg Gas Leak					\$ 5,330	
Total Active & Closed:		\$ 3,203,439	\$ 811,517	\$ 477,606	\$ 436,244	\$ 999,947	\$ 5,928,753
Current Contract Balance:		\$ 896,561	\$ 1,188,483	\$ 522,394	\$ 563,756	\$ 53	\$ 3,171,247
<b>Progen - Proposals Approved</b>							
							\$ -
Contract Balance:		\$ 896,561	\$ 1,188,483	\$ 522,394	\$ 563,756	\$ 53	\$ 3,171,247
<b>Future Estimated Projects</b>							
Future Estimated Projects		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUMMARY</b>							
Total Active & Closed Job Orders		\$ 3,203,439	\$ 811,517	\$ 477,606	\$ 436,244	\$ 999,947	\$ 5,928,753
Approved Job Proposals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Future estimates		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>GRAND TOTAL</b>		\$ 3,203,439	\$ 811,517	\$ 477,606	\$ 436,244	\$ 999,947	\$ 5,928,753
Total Contract Balance:		\$ 896,561	\$ 1,188,483	\$ 522,394	\$ 563,756	\$ 53	\$ 3,171,247

Total Contracts: \$ 9,100,000

Contractors Contracts  
JOC 2009 - Project #06037

5/21/12

Contractors:		<b>Agbayani</b>	<b>SeaPac</b>	<b>Torres</b>	<b>TOTAL</b>
Contract Limit:		\$ 4,200,000	\$ 4,200,000	\$ 1,000,000	\$ 9,400,000
Contract Numbers:		2464	2465	2466	
<b>ADCATS - Active &amp; Closed Projects</b>					
Project #	Project Title				
7012A	Probation Office Improvement	\$ 61,260			
7012B	DA/PD/Probation Remodel	\$ 1,557,346			
7012C	HOJ Utility Relocation	\$ 1,051,535			
7012D	Law Library (new)	\$ 943,935			
7012E	DA Office Expansion (2nd floor)	\$ 460,323			
11919B	Airport Main Terminal Re-Roof & HVAC		\$ 216,866		
6410A	VMCH 2 Remodel		\$ 40,320		
6601S	Guerneville Vets Regrade & Paving		\$ 79,983		
6903C	EOC Emergency Generator		\$ 105,272		
7012G	Old Jail Demolition		\$ 1,268,716		
7012H	Old Jail Demo Abatement		\$ 914,997		
7903K	LG Classroom ADA Restroom		\$ 42,279		
7903L	LG Classroom ADA Restroom Phase 2		\$ 89,978		
10912A	TB Clinic Relocation - Riley Street			\$ 40,835	
10915B	ADA/Sonoma Sheriff Substation			\$ 56,141	
10915F	ADA-Admin & PRMD PROW Imp			\$ 191,705	
10917A	JJC Rec Yard Floor Resurfacing			\$ 47,242	
11915B	ADA ROV Parking Improvements			\$ 62,701	
5028K	so Vly Sheriff Substation Generator			\$ 73,512	
6903A	Sheriff Substation Emergency Generator			\$ 7,092	
Total Active & Closed:		\$ 4,074,399	\$ 2,758,411	\$ 479,228	\$ 7,312,038
<b>Current Contract Balance:</b>		<b>\$ 125,601</b>	<b>\$ 1,441,589</b>	<b>\$ 520,772</b>	<b>\$ 2,087,962</b>

Contractors Contracts  
JOC 2008 - Pilot

10/26/12

		Total Team Construction Services	TOTAL
Contractors:			
Contract Limit:		\$ 3,600,000	\$ 3,600,000
Contract Numbers:		2403	
<b>ADCATS - Active &amp; Closed Projects</b>			
Project #	Project Title		
07905A	Sleepy Mountain Tower	\$ 180,577	
09047	HOJ Cafeteria Remodel	\$ 14,487	
09943B	Admin Bldg Kitchen Remodel	\$ 15,000	
6109P	ISD Data Center/Cooling	\$ 276,021	
6601Q	SR Vets Bldg Roof Repairs	\$ 47,153	
6606	Orenda Center Repairs	\$ 81,913	
6800	MADF Steam Boiler	\$ 75,714	
6813	MADF Roll-up Door	\$ 23,404	
6817	ACTTC Remodel	\$ 29,823	
6819	SR Vets Bldg ADA Sidewalk Repair	\$ 47,155	
6906	ISD Data Center Cooling	\$ 85,644	
6912	Sheriff Bldg Covered Parking	\$ 155,126	
6916	HOJ Cafeteria Remodel	\$ 77,441	
7900U	Admin Bldg Kitchen Remodel ADA	\$ 17,540	
7900V	HOJ Cafeteria Remodel ADA	\$ 13,216	
7906C	Orenda Center ADA Ramp Compliance	\$ 39,034	
7908L	SR Vets ADA Sidewalk Repairs	\$ 31,837	
Total Active & Closed:		\$ 1,211,085	\$ 1,211,085
<b>Current Contract Balance:</b>		<b>\$ 2,388,915</b>	<b>\$ 2,388,915</b>



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Department of Health Services

**Staff Name and Phone Number:**

Rita Scardaci, 565-7876

**Supervisorial District(s):**

Countywide

**Title:** Public Education Campaign – Substance Use Prevention

### **Recommended Actions:**

Authorize the Director of Health Services to execute the first amendment to an agreement with The Lew Edwards Group to develop a public education campaign related to substance use prevention and education, increasing the contract by \$42,465 resulting in a new not to exceed amount of \$112,465, and extending the term from December 31, 2013 to June 30, 2014.

### **Executive Summary:**

The Department recommends approval to amend an agreement with The Lew Edwards Group to develop a public education campaign related to substance use prevention and education, increasing the contract by \$42,465 resulting in a new not to exceed amount of \$112,465, and extending the term from December 31, 2013 to June 30, 2014.

The Department of Health Services (DHS) receives state and federal funding to implement activities to prevent and treat substance abuse. On December 6, 2011 the Board of Supervisors accepted the Department's *2011-2015 Strategic Plan for Alcohol and Other Drug (AOD) Use Prevention*, authorizing staff to implement the Plan. Identified in the Plan are four strategic priority areas: 1) underage alcohol use and related problems; 2) high-risk adult alcohol use and related problems; 3) marijuana use and related problems; and 4) prescription drug misuse and abuse. These priority areas comprise a comprehensive approach to AOD prevention focused on high-risk behavior and the use of population-based strategies to achieve the identified goals and objectives. This upstream approach aligns directly with Health Action's goals of ensuring school success, reducing alcohol and prescriptions drug abuse and the use of tobacco and illicit drugs, and preventing injury. Key to the Plan's success are the public education, information, and communication components designed to promote awareness and to increase the comprehensiveness of and compliance with local policies aimed at reducing access to alcohol by minors and over-service and consumption by adults.

The data-driven planning process involved in developing the Plan led to the prioritization of youth access to alcohol. In Sonoma County, 76 percent of 11th graders report alcohol is "fairly easy" or "very easy" to

obtain. While purchasing or stealing alcohol from stores remains a serious problem, youth report they most often get alcohol from other sources (i.e., directly from parents, with or without permission; from older siblings or older friends; or by asking strangers to buy it for them, also known as "shoulder tapping"). While youth (12 to 20 years) drink only 11 percent of all alcohol consumed in the United States, more than 90 percent of this alcohol is consumed in the form of binge drinking, which is associated with many serious health problems. Research shows that interventions that modify the environments in which youth find themselves have an impact on alcohol consumption levels. For example, the number of alcohol outlets per community (outlet density) is an indicator of readily available alcohol and an indicator of overall alcohol consumption. Through appropriate zoning and conditional use permitting, outlet density, and therefore access to alcohol, can be reduced.

Over-consumption of alcohol can have immediate, harmful effects for both youth and adults, with driving under the influence (DUI) being one of the most significant. Alcohol is a contributing factor in close to 40 percent of all traffic deaths statewide (2008-2009). Locally, there were nearly 1,000 alcohol-related collisions in unincorporated Sonoma County between January 2007 and November 2009. As a result of these collisions, 552 individuals were injured and 41 individuals were killed. According to data collected from participants in the 2012 Sonoma County Driving Under the Influence Program, approximately 46 percent of those arrested for DUI had been drinking in homes.

Effective prevention requires implementation of strategies that focus on system-wide changes through community-level interventions and policy adoption, but must also ensure community awareness and support. The Department plans to develop a community education campaign designed to encourage hosts to be vigilant and proactive in preventing underage drinking on private and public property, while reinforcing a clear and consistent community-wide message that underage drinking and excessive adult drinking is unhealthy, unsafe, and unacceptable. The goal of the campaign is to begin to change social norms in ways that support healthy choices. If people do begin to make healthier choices with respect to alcohol consumption and mitigation of personal risks, problems associated with underage drinking and adult over consumption are likely to be reduced (e.g., disorderly conduct, alcohol related injury and violence, driving under the influence, assault).

The Department requests approval of an agreement with The Lew Edwards Group to develop a public education and communications campaign. The contract scope of work requires The Lew Edwards Group to develop an opinion research tool; conduct opinion research; report research findings; and make recommendations on message development, social media and marketing, and other communication strategies.

In December 2012 a request for proposals (RFP) was released soliciting "opinion research, message development services, social media and marketing, and other communication work" related to an oral health campaign. The Lew Edwards Group submitted the sole response to the RFP. A review committee that included the Sonoma County Health Officer, two Department staff, and a community representative determined that The Lew Edwards Group possessed the necessary capabilities to perform the work. The primary selection factors were their successful prior work with similar projects involving government bodies and elected officials including the City of Healdsburg, Sonoma County Regional Parks, Palm Drive Health Care District, and other North Bay counties and cities. The original contract was approved with the Lew Edwards Group on February 26, 2013 for \$70,000 for a term through December 31, 2013.

The services required to develop a public education campaign related to Social Hosting public



information efforts are the same as those required for the existing oral health campaign. The Lew Edwards Group has proven successful in delivering the required services. As approved by the Purchasing Agent, the Department will utilize the results of the December 2012 RFP as single-source justification for the additional scope of work on this agreement.

**Prior Board Actions:**

On February 26, 2013 the Board approved an agreement with The Lew Edwards Group to develop a public education campaign related to oral health efforts (\$70,000, March 1, 2013 through December 31, 2013). On December 6, 2011 the Board authorized Department staff to continue to develop and implement strategies and corresponding activities as outlined in the Strategic Plan for Alcohol and Other Drug Use Prevention.

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

The agreement with The Lew Edwards Group will promote a safe and healthy community, and will support the Sonoma County Board of Supervisors’ goal of becoming the healthiest county in California by the year 2020, by educating the public on the risks related to social hosting.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 42,465	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 42,465
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
<b>Total Expenditure</b>	<b>\$ 42,465</b>	<b>Total Sources</b>	<b>\$ 42,465</b>

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

The FY 13-14 budget includes \$40,000 of state and federal substance abuse prevention dollars and \$2,465 of health realignment funds for this agreement.

**Staffing Impacts**

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

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

N/A

<b>Attachments:</b>
Agreement with The Lew Edwards Group
<b>Related Items "On File" with the Clerk of the Board:</b>
N/A

**MODIFICATION NUMBER ONE OF AGREEMENT FOR SERVICES  
BETWEEN COUNTY OF SONOMA AND THE LEW EDWARDS GROUP**

On March 1, 2013, the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and The Lew Edwards Group (hereinafter "Contractor") entered into a service agreement (Agreement).

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Exhibit A1 – Scope of Work (Preventative Oral Health Campaign) replaces Exhibit A – Scope of Work in its entirety.
2. Exhibit B1 – Budget (Preventative Oral Health Campaign) replaces Exhibit B – Budget in its entirety.
3. Exhibit A2 - Scope of Work (Social Hosting Public Information Campaign) is hereby added to the terms and conditions of this Agreement, is attached hereto, and is incorporated herein by this reference (hereinafter “Exhibit A2”).
4. Exhibit B2 - Budget (Social Hosting Public Information Campaign) is hereby added to the terms and conditions of this Agreement, is attached hereto, and is incorporated herein by this reference (hereinafter “Exhibit B2”).
5. Provision 1.1 is hereby revised to read as follows:

1.1 Contractor's Specified Services. Contractor shall perform the services described in “Exhibit A1 – Scope of Work (Preventative Oral Health Campaign)” attached hereto and incorporated herein by this reference (hereinafter Exhibit A1) and “Exhibit A2 - Scope of Work (Social Hosting Public Information Campaign)” attached hereto and incorporated herein by this reference (hereinafter Exhibit A2), and within the times or by the dates provided for in Exhibits A1 and A2 and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibits A1 or A2, the provisions in the body of this Agreement shall control.

In the event of conflict between this Agreement and the Contractor’s proposal, this Agreement shall govern. Any inconsistencies between the Contractor’s proposal and this Agreement shall be resolved by giving precedence in the following order:

- (a) Agreement for Services (excluding Exhibits).
- (b) Agreement for Services - Exhibit A1 – Scope of Work (Preventative Oral Health Campaign).
- (c) Agreement for Services - Exhibit A2 - Scope of Work (Social Hosting Public Information Campaign).
- (d) Agreement for Services – All other Exhibits.
- (e) Contractor’s Proposal to Provide Communications Campaign Services Sonoma County – Department of Health Services Preventative Oral Health Project, submitted for the December 31st, 2012 Request for Proposal deadline.
- (f) All other documents, presentations, exhibits, and attachments.

In cases where discrepancies between the aforementioned documents cannot be adequately resolved between County and Contractor, the matter shall be promptly submitted to the County of Sonoma County Counsel for a written determination. Any adjustment made by the Contractor without such a determination shall be at its own risk and expense.

6. Provision 2 is hereby revised to read as follows:

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the budgets set forth in Exhibits B1 and B2, provided, however, that total payments to Contractor shall not exceed one hundred twelve thousand four hundred sixty five dollars (\$112,465) without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed and (ii) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

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

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

7. Provision 3 is hereby revised to read as follows:

3. Term of Agreement. The term of this Agreement shall be from March 1, 2013 to June 30, 2014 unless terminated earlier in accordance with the provisions of Article 4 below.

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

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

**CONTRACTOR:**

\_\_\_\_\_  
Catherine Lew, President/CEO  
The Lew Edwards Group Title

\_\_\_\_\_  
Dated

**COUNTY OF SONOMA:**

Certificate of Insurance on File with County:

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

\_\_\_\_\_  
Dated

Approved as to Substance:

\_\_\_\_\_  
Division Director or Designee

\_\_\_\_\_  
Dated

Approved as to Form:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Dated

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**Exhibit A1 – Scope of Work (Preventative Oral Health Campaign)**

Contractor will provide the following services related to the Preventative Oral Health Campaign:

Detailed Work Plan

- Upon execution of this agreement, a detailed work plan including timelines for deliverables will be agreed to by both parties in writing.

Contractor Background Preparation

- Conduct background research
- Review existing communications vehicles, media clips, pertinent information

Project Management/Campaign Design/Ongoing Strategic Advice

- Convene kickoff meeting, assess campaign strengths/weaknesses/opportunities/threats
- Develop preliminary campaign plan/project benchmarks & timeline
  - Plan will recommend Implementation Strategies for the Campaign, including ways to target/disseminate the message externally utilizing community partners, social networking, media outlets and other strategies
  - Plan will recommend Rapid Response techniques to respond to changing nuances and misinformation, as needed
- Facilitate regularly-scheduled Campaign Planning sessions with designated County staff
- Continue to update/refine Campaign Timeline
- Develop meeting agendas, facilitate planning sessions, designate tasking Recommend additional Key Influential or Stakeholder participation as needed
  - Attend selected community partner meetings

Collateral Materials Development

- Recommend taglines
- Develop campaign logo (parties to designate limits on change-orders)
- Draft recommended informational messages and imagery
- Conduct up to two focus groups to assess effectiveness of messages/taglines/logo
  - Develop Focus Group protocols/discussion guide
  - Recruit participants
  - Provide transcripts and video (DVDs) to County
  - Revise and finalize Campaign Materials and messages based on Focus Group feedback
- Draft website copy (County IT will place finalized copy onto County website)
  - Recommend or draft posts on Facebook, Tweets/updates on Twitter and other Social Networking sites
  - Recommend where messages should be placed on additional County and partner websites or public communications vehicles (County staff to place on County vehicles and request of partners)
- Refine messages in other formats as needed, such as YouTube or Vimeo scripts, bill inserts, and other collateral material.
- Draft Opinion Leader Updates (County to develop/update their data base and mail letters)
- Draft Press Releases/Media Updates (County to disseminate)
- Develop Speakers' Bureau Toolkit

- Speaker's Handbook
- "Sticky QAs"
- PowerPoint Presentation, Frequently Asked Questions handout
- Recommend Campaign Messengers and Target Audience(s)
- Conduct one Message Training

Campaign Assessment

- Conduct exit Assessment meeting to evaluate Campaign, including strengths, areas to improve, recommendations for future campaigns
- Provide recommendations for future campaigns

Marketing Strategy/Concept/Art Direction

- Strategize ways to encourage community to take better care of their teeth. Campaign emphasis is on brushing, eating healthy snacks and drinking water (not sugary drinks).
- Educate public on urgency of dental health in Sonoma County. Including facts such as, 5 in 10 children in our County have tooth decay, and poor dental health leads to other health issues.

**Exhibit A2 - Scope of Work (Social Hosting Public Information Campaign)**

Contractor will provide the following services related to the Social Hosting Public Information Campaign:

Consultant Background Preparation

- Independently conduct background research pertinent to campaign goals
- Review pertinent information from other model campaigns
- Review existing local social hosting ordinances within the County

Project Management

- Convene Kick-Off Meeting, conduct Campaign “Info-Storming”
  - Discuss campaign objectives
  - Identify and brainstorm potential campaign themes, facts, and information
  - Identify potential campaign taglines
  - Identify potential priority campaign audiences
- Present, refine and update recommended Project Benchmarks & Timeline
- Facilitate Project Planning sessions with designated County staff
  - Develop meeting agendas, facilitate planning sessions, designate tasking
  - Recommend additional Key Influential or Stakeholder participation in planning sessions as needed

Baseline Opinion Research Study

- Design baseline Survey Questionnaire of approximately 15 minutes with a randomly drawn sample of approximately 400 respondents to test issue awareness, themes, and taglines among other issues or components
- Present recommended Survey Questionnaire draft for Client’s review, update/revise and finalize questionnaire with County’s final approval (up to three rounds of review/edits is typical, and anticipated in this case)
- Conduct English-language survey interviews (a small number of constituent inquiries or complaints is normal)
- Analyze survey results, including cross tabulations by demographic categories such as age, gender, locale, income, education and City or Supervisorial District, depending on selected sample (residents or voters)
- Prepare comprehensive visual graph survey presentation
- Present survey results to County staff
- Prepare Final Report and transmit to County

Prepare and Present Strategic Recommendations

- Develop and discuss Consultants’ Strategic Recommendations Memorandum, including:
  - Potential campaign strengths and weaknesses, risks or opportunities
  - Similarities/differences in perspectives among demographic groups
  - Recommend tagline/s to utilize in Public Information Campaign



- Recommend Campaign themes (broadcast and/or targeted)
- Ineffective language/themes, if any as revealed in baseline survey
- Recommended Public Information Campaign Tactics and Deployment

All services shall be completed within an eight week period from date of Kick-Off meeting through transmission of work products.

**Exhibit B1 – Budget (Preventative Oral Health Campaign)**

This compensation schedule presumes an initial project period from March 1, 2013 through December 31, 2013. The Not-to-Exceed amount for this Agreement is Seventy Two Thousand Four Hundred Sixty Five Dollars (\$72,465).

1. Professional Consulting Fees: Contractor's professional consulting fee for the initial project period is Fifty Thousand Dollars (\$50,000) payable as follows:

- Five Thousand Dollars (\$5,000) per month due and payable per invoice on the last business day of each month for the initial project period, commencing March 1, 2013 through December 31, 2013.

2. Project Costs within Agreement:

- Cost of conducting two focus groups to assess preliminary campaign materials is Sixteen Thousand Dollars (\$8,000 per focus group) due and payable upon providing final transcripts to County.
- Cost of Spanish translation for focus group is Three Thousand Dollars (\$3,000) due and payable upon providing final transcripts to County.
- Miscellaneous expenses (\$1,000).

3. Marketing Strategy/Concept/Art Direction

Two Thousand Four Hundred Sixty Five Dollars (\$2,465) due and payable per invoice upon delivery of video to encourage frequent tooth brushing.

**Exhibit B2 – Budget (Social Hosting Public Information Campaign)**

This compensation schedule presumes a project period of approximately eight weeks. The Not-to-Exceed amount for the Social Hosting Public Information Campaign work of this Agreement is Forty Thousand Dollars (\$40,000), payable as follows:

- Contractor shall be paid a lump sum amount of \$20,000, regardless of the number of hours or length of time necessary for Contractor to complete the services, upon County's approval of the draft survey questionnaire.
- Contractor shall be paid a lump sum amount of \$20,000, regardless of the number of hours or length of time necessary for Contractor to complete the services, upon transmittal of survey results and strategic recommendations to County.

Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services.



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Department of Health Services

**Staff Name and Phone Number:**

Rita Scardaci, 565-7876

**Supervisorial District(s):**

Countywide

**Title:** Investments in Health Access II

### **Recommended Actions:**

Adopt resolutions authorizing the Director of Health Services to execute Grant Agreements providing funding for capital costs and service expansion to: Sonoma Valley Community Health Center in the amount of \$200,000; Petaluma Health Center in the amount of \$150,000; and West County Health Centers in the amount of \$100,000.

### **Executive Summary:**

This item requests approval of three capital and/or service expansion grants to community health centers and service providers to improve access to care for Sonoma County residents under the Affordable Care Act (ACA). These grants consist of a one-time \$200,000 grant to Sonoma Valley Community Health Center toward the capital costs of purchasing a facility for use as an integrated community health center; a one-time \$150,000 grant to Petaluma Health Center toward the construction of, and equipment for, modular clinic facilities; and a one-time grant of \$100,000 for West County Health Centers for facility improvements, health center renovation and equipment, and website upgrades.

On June 25, 2013 the Board of Supervisors adopted resolutions approving capital and service expansion grants to Santa Rosa Community Health Centers, Alliance Medical Center, and Alexander Valley Healthcare. At that time the Department reported being engaged in conversations with the Petaluma Health Center, Sonoma Valley Community Health Center, and West County Health Centers to identify specific needs and opportunities, and committed to return to the Board for similar one-time grant approvals as appropriate.

The capital and service expansion grants requested in this Board item are funded with federal Intergovernmental Transfer (IGT) funds. For several years, California counties participating in Medi-Cal Managed Care have entered into IGT agreements with the California Department of Health Care Services (DHCS) to increase federal funding available for state payments to Medi-Cal Managed Care health plans. IGT funds are used to expand and enhance Medi-Cal programs and services provided by

County and community based organizations.

The IGT plan approved by Partnership HealthPlan of California in April 2013 identified priority areas of improved behavioral health and substance use disorder services, care coordination, system development, and access to specialty care for Medi-Cal beneficiaries and other underserved populations. Approved by the Sonoma County Board of Supervisors in March 2013, Department projects include priority areas of clinic integration service and access expansion, ACA implementation support activities, care coordination for individuals with high utilization of health care services, and upstream investments.

#### Sonoma Valley Community Health Center

Sonoma Valley Community Health Center (SVCHC), a Federally Qualified Health Center (FQHC) in Sonoma, CA, is developing a new 18,691 square foot single-story facility to replace its three existing leased buildings. The more convenient location and consolidated services will improve access to high quality prevention-focused care for individuals and families in the Sonoma Valley.

The new facility will include fifteen exam rooms and one waiting room for the Family Practice Clinic, five exam rooms and one waiting room for obstetrics and specialty services, three consulting rooms and one group room for behavioral health, six dental operatories and one waiting room, a laboratory with blood draw, a community education center with two classrooms, and administrative spaces.

According to the Sonoma County Smile Survey 2008-2009, fifty-two percent (52%) of Sonoma County third-graders have a history of tooth decay. While this figure is below the state average of 71 percent, tooth decay remains a problem for one out of two Sonoma Valley third graders. Currently, there are no dentists in Sonoma Valley that offer discounted or Medi-Cal dental services to the targeted population. Additional services planned for the dental clinic will increase the community's capacity to address oral health needs. Once the SVCHC dental clinic has been established, there will be dental services for low-income families within their own community. With affordable local dental care, SVCHC expects to see a significant reduction in childhood tooth decay as well as adult dental diseases.

SVCHC will apply the one-time IGT grant funding of \$200,000 for costs associated with acquisition of the site and existing structure at 19270 Sonoma Highway, in the City of Sonoma, which are not currently covered through a Building Capacity-Capital Development federal grant or through debt financing. SVCHC has undertaken a Capital Campaign which raised \$363,000 since July of this year, with additional funds in process. SVCHC plans to leverage IGT funds to secure additional grants and donations to close the funding gap. The total project cost is \$11.3 million.

#### Petaluma Health Center

Petaluma Health Center (PHC), an FQHC that provides primary medical care and mental health services to residents of Petaluma, Rohnert Park, Cotati, Penngrove, and the surrounding areas, is constructing and equipping two stand-alone, 1000 square foot modular clinic facilities. The two modular facilities will be located at area high schools; one facility on the east side, and the other on the west side of Petaluma. The schools are Casa Grande High School, Petaluma's largest high school where nearly 40 percent of students qualify for free or reduced lunch, and San Antonia High School, an alternative high school serving the at risk youth, including pregnant and parenting teens. PHC expects to add at least 1,200 patients, three quarters of them adolescents, by the end of the first full year of operations at both schools combined, and average over 3,000 visits annually once both school clinics are fully operational. These patients will receive expanded services under the ACA.

The new School Based Health Centers (SBHC) will provide primary medical and preventative care, nutrition and health education, immunizations, stress management, mental health services, drug and alcohol counseling, and smoking cessation programs. The lack of access to health services has resulted in more illness and missed school time, with the Petaluma City Schools reporting a loss of 12,279 days of class due to illness for students in grades 9-12. According to the California Department of Education's Healthy Kids Survey, adolescents in Petaluma are a high-risk population facing barriers that discourage them from accessing the care, including both the cost of care and access to health care facilities. PHC aims to address these barriers through the SBHCs by providing convenient access to low cost care.

PHC will apply the one-time IGT grant funding of \$150,000 for costs associated with constructing and equipping the SBHCs. The total project cost is \$937,520 with the remaining funds secured through grants, foundations, and PHC reserves.

#### West County Health Centers

West County Health Centers (WCHC), an FQHC that provides primary medical, preventative, and dental care in rural western Sonoma County, is in the process of expanding services at all of its sites in preparation for the full implementation of the ACA. Since the mid-1970s, WCHC has been the sole provider of primary medical care in the communities of Guerneville and Occidental, and their services expanded to Sebastopol in 2008.

WCHC's Forestville Wellness Center offers a broad range of preventive and wellness-focused low or no-cost services to low-income and uninsured patients, with a focus on those with chronic conditions. ADA improvements and other renovations are needed in order to expand services at this site. WCHC's Occidental Area Health Center provides primary care services. To support additional behavioral health staff, Care Team Medical Assistants, and nurses at the facility, minor renovations and equipment are needed. In addition, WCHC will upgrade its website and increase its use of social media to educate and inform local residents about the ACA.

WCHC will apply the one-time IGT grant funding of \$100,000 for costs associated with ADA and other renovations to the Forestville Wellness Center (\$75,000), workstations for the Occidental Area Health Center (\$10,000), and website upgrades and the production of a video for WCHC waiting rooms and the website that focuses on local resources for ACA enrollment support (\$15,000).

With these one-time investments in health access, the Department aims to benefit as many members of the community as possible. These investments address both the anticipated increase in demand due to the Medi-Cal expansion under the ACA to assist community health centers to serve their existing patient population. Eighty percent of all Medi-Cal beneficiaries in Sonoma County seek health care at community health centers, underscoring the importance of Sonoma County having a robust health care infrastructure capable of providing Sonoma County residents with access to high quality health care services.

In addition to the grants recommended in this Board item, the Department is currently engaged in conversations with PDI Surgery Center, Sonoma County Indian Health Project, and Santa Rosa Community Health Centers to identify specific needs and opportunities for similar capital costs and service expansion grants and will return to the Board by the end of 2013 for grant approvals as appropriate. The Department has no additional grants planned for this fiscal year.

**Prior Board Actions:**

On June 25, 2013 the Board authorized DHS to provide grants to Santa Rosa Community Health Centers, Alliance Medical Center, and Alexander Valley Healthcare toward capital costs and service expansion, and to execute an agreement with La Luz Center to expand access to health care. On March 19, 2013 the Board authorized DHS to execute an Intergovernmental Transfer with California Department of Health Care Services.

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

Sonoma Valley Community Health Center, Petaluma Health Center, and West County Health Centers agreements will support the Sonoma County Board of Supervisors’ goal of becoming “the healthiest county in California by the year 2020” by implementing community infrastructure improvements and services designed to improve systems and individual abilities to access health care benefits and other services, leveraging opportunities presented by the implementation of the ACA.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 0	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 450,000	State/Federal	\$ 0
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 450,000
	\$	Contingencies	\$ 0
	\$		\$
<b>Total Expenditure</b>	<b>\$ 450,000</b>	<b>Total Sources</b>	<b>\$ 450,000</b>

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

Funding source is Intergovernmental Transfer (IGT) funds. The use of fund balance of \$450,000 will be added in 1<sup>st</sup> Quarter Consolidated Budget Adjustments. Today’s action will appropriate \$450,000. To date, \$2,157,190 has been granted to the following: Southwest Community Health Center, \$222,000 for equipment (01/26/2010), Sonoma Valley Community Health Center, \$155,190 for equipment (01/26/2010), Santa Rosa Community Health Centers, \$500,000 for capital costs and service expansion (02/02/2010), Redwood Community Health Coalition, \$100,000 for Certified Application Assistors (06/26/2012), Alliance Medical Center, \$50,000 for Certified Application Assistors (06/26/2012), Santa Rosa Memorial Hospital Foundation, \$100,000 for a mobile dental clinic (09/25/2012), Santa Rosa Community Health Centers, \$500,000 for capital costs and service expansion (06/25/2013), Alliance Medical Center, \$100,000 for capital costs and service expansion (06/25/2013), Alexander Valley Healthcare, \$100,000 for capital costs and service expansion (06/25/2013), and La Luz Center, \$330,000 for capital costs and service expansion (06/25/2013)

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Resolutions for Sonoma Valley Community Health Center, Petaluma Health Center, and West County Health Centers. Agreements with Sonoma Valley Community Health Center, Petaluma Health Center, and West County Health Centers.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			





# County of Sonoma

## State of California

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Date: September 24, 2013

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

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing A \$200,000 Capital Costs and Service Expansion Grant To Sonoma Valley Community Health Center.**

**Whereas,** Sonoma Valley Community Health Center, a Federally Qualified Health Center (FQHC), serves the Sonoma Valley area and provides a broad range of health care services to low-income and medically underserved residents of Sonoma County;

**Whereas,** Sonoma Valley Community Health Center needs additional funds for the acquisition of a new site for use as a comprehensive community health center;

**Whereas,** Sonoma Valley Community Health Center needs additional funds to expand clinical space to increase the Center's community capacity and provide a more convenient location for patients; and

**Whereas,** Government Code Section 26227 authorizes the Board of Supervisors to expend County funds to support programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the County, including but not limited to, providing health services and meeting the needs of physically, mentally, and financially handicapped persons and aged persons.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma hereby finds, declares, and determines as follows:

1. All of the above findings are true and correct;
2. Approval of a \$200,000 grant to Sonoma Valley Community Health Center to assist with the acquisition of a larger medical facility ("Grant") is deemed by this Board to be necessary to meet the health needs of low income and medically underserved residents of Sonoma County;
3. The Grant to Sonoma Valley Community Health Center is in the best interests of the County and general public;

Resolution #

Date: September 24, 2013

Page 2

4. The Grant is hereby approved and the Director of the Department of Health Services is authorized to execute a Grant Agreement with Sonoma Valley Community Health Center, subject to approval by County Counsel; and
5. Pursuant to CEQA Guidelines sections 15332, 15301, 15303, and 15061(b)(3), the Grant is exempt from the requirements of CEQA because it is for the use, conversion and minor alteration of an existing facility within city limits, that is consistent with the applicable general plan and zoning designation, and it can be seen with certainty that the activity will not have a significant effect on the environment. The Director of Health Services or her designee is directed to file a Notice of Exemption in the form required by CEQA and CEQA guidelines.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

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Date: September 24, 2013

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

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

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4/5 Vote Required

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### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing A \$150,000 Capital Costs and Service Expansion Grant To Petaluma Health Center.**

**Whereas**, Petaluma Health Center, a Federally Qualified Health Center (FQHC), operates a health care facility in Petaluma and provides a broad range of health care services to low-income and medically underserved residents of Sonoma County;

**Whereas**, Petaluma Health Center needs additional funding to construct and equip two modular clinic facilities at area high schools to provide health care and health education services to a difficult-to-reach age group, children of the students, and other family members;

**Whereas**, the modular clinic facilities are expected to serve 3,000 visits per year, adding 1200 patients by the end of the first year of operation at both schools; and

**Whereas**, Government Code Section 26227 authorizes the Board of Supervisors to expend County funds to support programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the County, including but not limited to, providing health services and meeting the needs of physically, mentally, and financially handicapped persons and aged persons.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma hereby finds, declares, and determines as follows:

1. All of the above findings are true and correct;
2. Approval of a \$150,000 grant to Petaluma Health Center to assist to construct and equip two modular clinics ("Grant") is deemed by this Board to be necessary to meet the health needs of low income and medically underserved residents of Sonoma County;
3. The Grant to Petaluma Health Center is in the best interests of the County and general public;

Resolution #

Date: September 24, 2013

Page 2

4. The Grant is hereby approved and the Director of the Department of Health Services is authorized to execute a Grant Agreement with Petaluma Health Center, subject to approval by County Counsel; and
5. Pursuant to CEQA Guidelines sections 15332, 15301, 15303, and 15061(b)(3), the Grant is exempt from the requirements of CEQA because it is for the use, conversion and minor alteration of an existing facility within city limits, that is consistent with the applicable general plan and zoning designation, and it can be seen with certainty that the activity will not have a significant effect on the environment. The Director of Health Services or her designee is directed to file a Notice of Exemption in the form required by CEQA and CEQA guidelines.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

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Date: September 24, 2013

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

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing A \$100,000 Capital Costs and Service Expansion Grant To West County Health Centers.**

**Whereas**, West County Health Centers, a Federally Qualified Health Center (FQHC), operates seven health care facilities serving the west Sonoma County area and provides a broad range of health care services to low-income and medically underserved residents of Sonoma County;

**Whereas**, West County Health Centers needs additional funding in preparation for the full implementation of the Patient Protection and Affordable Care Act (ACA);

**Whereas**, West County Health Centers will utilize funds to make renovations, purchase equipment, and upgrade the Center's website to meet the needs of low-income and medically underserved residents in Sonoma County; and

**Whereas**, Government Code Section 26227 authorizes the Board of Supervisors to expend County funds to support programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the County, including but not limited to, providing health services and meeting the needs of physically, mentally, and financially handicapped persons and aged persons.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma hereby finds, declares, and determines as follows:

1. All of the above findings are true and correct;
2. Approval of a \$100,000 grant to West County Health Centers to make renovations, purchase equipment, and upgrade the website ("Grant") is deemed by this Board to be necessary to meet the health needs of low-income and medically underserved residents of Sonoma County;
3. The Grant to West County Health Centers is in the best interests of the County and general public;

Resolution #

Date: September 24, 2013

Page 2

4. The Grant is hereby approved and the Director of the Department of Health Services is authorized to execute a Grant Agreement with West County Health Centers, subject to approval by County Counsel; and
5. Pursuant to CEQA Guidelines sections 15332, 15301, 15303, and 15061(b)(3), the Grant is exempt from the requirements of CEQA because it is for the use, conversion and minor alteration of an existing facility within city limits, that is consistent with the applicable general plan and zoning designation, and it can be seen with certainty that the activity will not have a significant effect on the environment. The Director of Health Services or her designee is directed to file a Notice of Exemption in the form required by CEQA and CEQA guidelines.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**COUNTY OF SONOMA  
GRANT AGREEMENT**

**Grantee: Sonoma Valley Community Health Center**  
**Grant Amount: \$200,000**

This agreement (hereinafter "Agreement") on \_\_\_\_\_, 2013, (hereinafter "Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") and Sonoma Valley Community Health Center (hereinafter "Grantee").

RECITALS

- A. Grantee operates a health care facility in Sonoma Valley and provides a broad range of health care services to low-income and medically underserved residents of Sonoma County, including, but not limited to, immunizations, prenatal and perinatal care, family planning services, dental care, and mental health services.
- B. Grantee has requested funding for costs associated with acquisition of a new site and existing structure at 19270 Sonoma Highway. This funding, in combination with grant funding and donations, will allow Grantee to purchase a 18,691-square-foot, single-story facility, to replace its 3 existing leased buildings, located in a more convenient location for the Sonoma Valley patient population. The Sonoma County Board of Supervisors has determined that a grant of \$200,000 to Grantee to assist with the purchase and preparation of the above-described property to be used as an integrated medical and behavioral health services facility and dental clinic is necessary to meet the needs of low-income and medically underserved residents of Sonoma County.

Therefore, the parties agree as follows:

1. Grant. County agrees to grant Grantee the sum of TWO HUNDRED THOUSAND DOLLARS (**\$200,000**) (hereinafter "Grant Funds"). County shall release Grant Funds to Grantee upon execution of this Agreement.
2. Use of Funds. Grantee shall use Grant Funds exclusively for the acquisition of the land and existing structure at 19270 Sonoma Highway for use as a comprehensive community health center to serve the low-income and medically underserved residents of Sonoma Valley. Services will include, but not be limited to, primary medical care, pediatric care, women's health care, dental care, behavioral health care, and other community wellness services. Grantee understands and agrees that under no circumstance shall Grant Funds be used for any other purpose. In the event Grantee does not proceed with the purchase within 2 years of the Effective Date of this Agreement, Grantee shall return to the County all unused funds provided to Grantee under this agreement.
3. Documentation of Project. Grantee will provide a written report on the use of Grant Funds and progress of project 1 year and 2 years after execution of this Agreement, and any other reasonable information the County should request.
4. Term of Agreement. The term of this Agreement shall be from September 24, 2013, to September 23, 2015.

5. Publicity. Publicity generated by Grantee for work performed or services offered or funded by this Agreement during the term of this Agreement and for 1 year following expiration of this Agreement shall make reference to the contribution of the County in making the project possible.
6. Non-Discrimination. Grantee agrees to comply with applicable federal state and local laws prohibiting discrimination in employment or in the provision of services because of race, color, religion, national origin, age, sex, sexual orientation or mental or physical handicap. Grantee agrees to comply with Sections 19-30 through 19-40 of the Sonoma County Code, prohibiting discrimination due to HIV infection or a related condition.
7. Indemnity. Grantee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorney's fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by an person or entity, including Grantee, arising out of or in connection with the performance of Grantee hereunder, whether or not there is concurrent negligence on the part of the County, but to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of the County. If there is a possible obligation to indemnify, Grantee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Grantee. 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 Grantee or its agents under workers' compensation acts, disability, benefit acts, or other employee benefit acts.

As part of this Agreement, Grantee agrees to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void, or annul the approval of this Grant Agreement. This indemnification shall include but not be limited to, damages, costs, expenses, attorneys' fees or expert witness fees that may be asserted by any person or entity, including Grantee, arising out of or in conjunction with the approval of this Grant Agreement, whether or not there is concurrent passive or active negligence on the part of the County. If, for any reason any portion of this indemnification provision is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

8. Compliance with Laws, Prevailing Wages. Unless and until the County or Grantee obtains a written opinion from the California Department of Industrial Relations stating that it is not required to comply with prevailing wage laws as set forth in California Labor Code, Grantee understands and agrees that use of County funds in connection with the purchase of the property shall require the payment of prevailing wages in accordance with the California Labor Code. Grantee agrees to comply with all applicable laws and regulations affecting its



health care services clinic, and agrees to provide reasonable documentation of such compliance promptly upon County's request.

9. Right to Audit and Inspect. Grantee understands and agrees to permit County the right to audit and inspect all records, notes and writings of any kind to the extent permitted by law, for the purpose of monitoring Grantee compliance with the terms and conditions of this Agreement. On an annual basis, Grantee shall provide to County a copy of its annual filing with the California Office of Statewide Health Planning and Development.
10. Obligations after Termination. The following sections shall remain in full force and effect after termination of this Agreement: (1) Paragraph 6, Non-Discrimination and (2) Paragraph 7, Indemnification.
11. No Political or Religious Activity. County funds shall be used only for the purposes specified in this agreement and in any attachments thereto. No County funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No County funds shall be used for purposes of religious worship, instruction, or proselytizing.
12. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
13. Severability. In the event that any provision of this Agreement shall be held by a court to be invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining provisions of this Agreement.
14. Method and Place of Giving Notice. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY

Rita Scardaci, Director  
Department of Health Services  
3313 Chanate Road  
Santa Rosa CA 95404

Grantee

Cheryl Johnson, CEO/Director of Operations  
Sonoma Valley Community Health Center  
462 West Napa St, Suite B  
Sonoma CA 95476

And when so addressed, shall be deemed given upon deposit United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

15. Assignment/Delegation. Neither party shall assign, sublet, or transfer any interest in or delegate any duty under this Agreement without the written consent of the other, and no assignment shall have any force or effect whatsoever unless and until the other party shall have so consented.
16. Status of Parties. This Agreement shall not be construed to create a joint venture or partnership. Neither party is the agent of the other for any purpose. There are no third party beneficiaries to this Agreement, and it may be enforced only by the parties hereto.

17. 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 A, which is attached hereto and incorporated herein by this reference.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as set forth below.

**GRANTEE: Sonoma Valley Community Health Center**

By: \_\_\_\_\_  
Cheryl Johnson  
Chief Executive Officer/Director of Operations

DATED: \_\_\_\_\_

**COUNTY OF SONOMA**

By: \_\_\_\_\_  
Rita Scardaci  
Director

DATED: \_\_\_\_\_

Approved as to substance:

By: \_\_\_\_\_  
Division Director or Designee

DATED: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
County Counsel

DATED: \_\_\_\_\_

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**Exhibit A. Insurance Requirements  
(Template 17)**

**Section I - Insurance to be Maintained by Grantee**

Grantee shall 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 September 24, 2013 to September 23, 2015, after all funds have been disbursed.

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 Grantee 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 Employer's Liability Insurance
  - a. Required if Grantee has employees.
  - b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
  - c. Employer's 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 Grantee currently has no employees, Grantee agrees to obtain the above-specified Workers' Compensation and Employer's 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 Grantee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Grantee.
  - 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. Grantee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Grantee has a claim against the insurance or is named as a party in any action involving the County.
  - d. County of Sonoma, its Officers, Agents, and Employees shall be additional insureds for liability arising out of Grantee's ongoing operations. (ISO Endorsement CG 20 26 or equivalent).
  - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage, including the "f" definition of insured contract in ISO Form CG 00 01 or equivalent).

- 
- g. The policy shall cover inter-insured suits between County and Grantee 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 vehicles if Grantee 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 (only required of Grantees whose normal operations include professional services)
- 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.
6. Documentation
- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Grantee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
  - b. The name and address for Additional Insured endorsements and Certificates of Insurance are:
    - 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 10 days before expiration or other termination of the existing policy.
  - d. Grantee 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 30 days.
7. Policy Obligations  
 Grantee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
-

**COUNTY OF SONOMA  
GRANT AGREEMENT**

**Grantee: Petaluma Health Center**  
**Grant Amount: \$150,000**

This agreement (hereinafter "Agreement") dated on \_\_\_\_\_, 2013 (hereinafter "Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and Petaluma Health Center (hereinafter "Grantee").

RECITALS

- A. Grantee operates a health care facility in Petaluma and provides a broad range of health care services to low income and medically underserved residents of Sonoma County, including, but not limited to, immunizations, prenatal and perinatal care, family planning services, dental care, and mental health services.
- B. Grantee has requested funding for costs to construct and equip two modular clinic facilities at area high schools. Sonoma County Board of Supervisors has determined that a grant of \$150,000 to Grantee to construct and equip the above described facilities is necessary to meet the needs of low income and medically underserved residents of Sonoma County.

Therefore, the parties agree as follows:

1. Grant. County agrees to grant Grantee the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (**\$150,000**) (hereinafter "Grant Funds"). County shall release Grant Funds to Grantee upon execution of this Agreement.
2. Use of Funds. Grantee shall use Grant Funds exclusively to construct and equip two modular clinic facilities at Casa Grande High School and San Antonio High School. Services will include primary medical care, nutrition and health education, immunizations, stress management, mental health services, drug and alcohol counseling, and smoking cessation programs. This funding, in combination with grant funding and donations, will allow Grantee to provide health care and health education services to a difficult-to-reach age group, children of the students, and other family members. In the event Grantee does not complete construction within two (2) years of the Effective Date of this Agreement, Grantee shall return to the County all unused funds provided to Grantee under this Agreement.
3. Documentation of Project. Grantee will provide a written report on the use of Grant Funds and progress of project 1 year and 2 years after execution of this Agreement, and any other reasonable information the County should request.
4. Term of Agreement. The term of this Agreement shall be from September 24, 2013, to September 23, 2015.
5. Publicity. Publicity generated by Grantee for work performed or services offered or funded by this Agreement during the term of this Agreement and for 1 year following expiration of this Agreement shall make reference to the contribution of the County in making the project possible.
6. Non-Discrimination. Grantee agrees to comply with applicable federal state and local laws prohibiting discrimination in employment or in the provision of services because of race,

color, religion, national origin, age, sex, sexual orientation or mental or physical handicap. Grantee agrees to comply with Sections 19-30 through 19-40 of the Sonoma County Code, prohibiting discrimination due to HIV infection or a related condition.

7. Indemnity. Grantee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorney's fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by a person or entity, including Grantee, arising out of or in connection with the performance of Grantee hereunder, whether or not there is concurrent negligence on the part of the County, but to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of the County. If there is a possible obligation to indemnify, Grantee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Grantee. 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 Grantee or its agents under workers' compensation acts, disability, benefit acts, or other employee benefit acts.

As part of this Agreement, Grantee agrees to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void, or annul the approval of this Grant Agreement. This indemnification shall include but not be limited to, damages, costs, expenses, attorneys' fees or expert witness fees that may be asserted by any person or entity, including Grantee, arising out of or in conjunction with the approval of this Grant Agreement, whether or not there is concurrent passive or active negligence on the part of the County. If, for any reason any portion of this indemnification provision is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

8. Compliance with Laws, Prevailing Wages. Unless and until the County or Grantee obtains a written opinion from the California Department of Industrial Relations stating that it is not required to comply with prevailing wage laws as set forth in California Labor Code, Grantee understands and agrees that use of County funds in connection with the purchase of the property shall require the payment of prevailing wages in accordance with the California Labor Code. Grantee agrees to comply with all applicable laws and regulations affecting its health care services clinic, and agrees to provide reasonable documentation of such compliance promptly upon County's request.
9. Right to Audit and Inspect. Grantee understands and agrees to permit County the right to audit and inspect all records, notes and writings of any kind to the extent permitted by law, for the purpose of monitoring Grantee compliance with the terms and conditions of this Agreement. On an annual basis, Grantee shall provide to County a copy of its annual filing with the California Office of Statewide Health Planning and Development.

10. Obligations after Termination. The following sections shall remain in full force and effect after termination of this Agreement: (1) Paragraph 6, Non-Discrimination and (2) Paragraph 7, Indemnification.
11. No Political or Religious Activity. County funds shall be used only for the purposes specified in this Agreement and in any attachments thereto. No County funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No County funds shall be used for purposes of religious worship, instruction, or proselytizing.
12. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
13. Severability. In the event that any provision of this Agreement shall be held by a court to be invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining provisions of this Agreement.
14. Method and Place of Giving Notice. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

<u>County</u>	<u>Grantee</u>
Rita Scardaci, Director	Kathryn Powell, CEO
Department of Health Services	Petaluma Health Center
3313 Chanate Road	1179 N. McDowell Blvd.
Santa Rosa CA 95404	Petaluma, CA 94954

And when so addressed, shall be deemed given upon deposit in United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

15. Assignment/Delegation. Neither party shall assign, sublet, or transfer any interest in or delegate any duty under this Agreement without the written consent of the other, and no assignment shall have any force or effect whatsoever unless and until the other party shall have so consented.
16. Status of Parties. This Agreement shall not be construed to create a joint venture or partnership. Neither party is the agent of the other for any purpose. There are no third party beneficiaries to this Agreement, and it may be enforced only by the parties hereto.
17. 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 A, which is attached hereto and incorporated herein by this reference.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as set forth below.

**GRANTEE: Petaluma Health Center**

By: \_\_\_\_\_  
Kathryn Powell  
Chief Executive Officer

DATED: \_\_\_\_\_

**COUNTY OF SONOMA**

By: \_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

DATED: \_\_\_\_\_

Approved as to Substance:

By: \_\_\_\_\_  
Division Director or Designee

DATED: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
County Counsel

DATED: \_\_\_\_\_



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**Exhibit A. Insurance Requirements  
Template 17**

**Section I - Insurance to be Maintained by Grantee**

Grantee shall 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 September 24, 2013 to September 23, 2015, after all funds have been disbursed.

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 Grantee 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 Employer's Liability Insurance
  - a. Required if Grantee has employees.
  - b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
  - c. Employer's 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 Grantee currently has no employees, Grantee agrees to obtain the above-specified Workers' Compensation and Employer's 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 Grantee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Grantee.
  - 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. Grantee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Grantee has a claim against the insurance or is named as a party in any action involving the County.
  - d. County of Sonoma, its Officers, Agents, and Employees shall be additional insureds for liability arising out of Grantee's ongoing operations. (ISO Endorsement CG 20 26 or equivalent).
  - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage, including the "f" definition of insured contract in ISO Form CG 00 01 or equivalent).

- 
- g. The policy shall cover inter-insured suits between County and Grantee 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 vehicles if Grantee 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 (only required of Grantees whose normal operations include professional services)
- 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.
6. Documentation
- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Grantee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
  - b. The name and address for Additional Insured endorsements and Certificates of Insurance is:
    - County of Sonoma (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 10 days before expiration or other termination of the existing policy.
  - d. Grantee 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 30 days.
7. Policy Obligations  
Grantee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
-

**COUNTY OF SONOMA  
GRANT AGREEMENT**

**Grantee: West County Health Centers**

**Grant Amount: \$100,000**

This agreement (hereinafter "Agreement") dated on \_\_\_\_\_, 2013 (hereinafter "Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and West County Health Centers (hereinafter "Grantee").

**RECITALS:**

- A. Grantee operates seven health care facilities in West Sonoma County and provides a broad range of health care services to low-income and medically underserved residents of Sonoma County, including, but not limited to, immunizations, prenatal and perinatal care, family planning services, dental care, and mental health services.
- B. Grantee has requested funding for costs in preparation for the full implementation of the Patient Protection and Affordable Care Act (ACA). Sonoma County Board of Supervisors has determined that a grant of \$100,000 to WCHC to make renovations, purchase equipment and upgrade the Grantee website is necessary to meet the needs of low-income and medically underserved residents of Sonoma County.

Therefore, the parties agree as follows:

1. Grant. The County of Sonoma agrees to grant Grantee the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) hereinafter referred to as "Grant Funds." County shall release Grant Funds to Grantee upon execution of this Agreement.
2. Use of Funds. Grantee shall use Grant funds exclusively to make ADA improvements, minor renovations, purchase new equipment, and upgrade the Grantee website to educate and inform local residents about the ACA. In the event Grantee does not proceed to with the funded activities within two (2) years of the Effective Date of this Agreement, Grantee shall return to the County all unused funds provided to Grantee under this agreement.
3. Documentation of Project. Grantee will provide a written report on the use of Grant Funds and progress of project one (1) year and two (2) years after execution of this Agreement, and any other reasonable information the County should request.
4. Term of Agreement. The term of this Agreement shall be from September 24, 2013 to September 23, 2015.
5. Publicity. Publicity generated by Grantee for work performed or services offered or funded by this Agreement, during the term of this Agreement and for one year following expiration of this Agreement, shall make reference to the contribution of the County in making the project possible.
6. Non-Discrimination. Grantee agrees to comply with applicable federal state and local laws prohibiting discrimination in employment or in the provision of services because of race, color, religion, national origin, age, sex, sexual orientation or mental or physical handicap. WCHC agrees to comply with Sections 19-30 through 19-40 of the Sonoma County Code, prohibiting discrimination due to HIV infection or a related condition.

7. Indemnity. Grantee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorney's fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by an person or entity, including Grantee, arising out of or in connection with the performance of Grantee hereunder, whether or not there is concurrent negligence on the part of the County, but to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of the County. If there is a possible obligation to indemnify, Grantee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Grantee. 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 Grantee or its agents under workers' compensation acts, disability, benefit acts, or other employee benefit acts.

As part of this Grant Agreement, Grantee agrees to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void, or annul the approval of this Grant Agreement. This indemnification shall include but not be limited to, damages, costs, expenses, attorneys' fees or expert witness fees that may be asserted by any person or entity, including Grantee, arising out of or in conjunction with the approval of this Grant Agreement, whether or not there is concurrent passive or active negligence on the part of the County. If, for any reason any portion of this indemnification provision is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

8. Compliance with Laws, Prevailing Wages. Unless and until the County or Grantee obtains a written opinion from the California Department of Industrial Relations stating that it is not required to comply with prevailing wage laws as set forth in California Labor Code, Grantee understands and agrees that use of County funds in connection with the purchase of the property shall require the payment of prevailing wages in accordance with the California Labor Code. Grantee agrees to comply with all applicable laws and regulations affecting its health care services clinic, and agrees to provide reasonable documentation of such compliance promptly upon County's request.
9. Right to Audit and Inspect. Grantee understands and agrees to permit County the right to audit and inspect all records, notes and writings of any kind to the extent permitted by law, for the purpose of monitoring Grantee compliance with the terms and conditions of this Agreement. On an annual basis, Grantee shall provide to County a copy of its annual filing with the California Office of Statewide Health Planning and Development.
10. Obligations after Termination. The following sections shall remain in full force and effect after termination of this Agreement: (1) Paragraph 6, Non-Discrimination; and (2) Paragraph 7, Indemnification.

11. No Political or Religious Activity. County funds shall be used only for the purposes specified in this agreement and in any attachments thereto. No County funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No County funds shall be used for purposes of religious worship, instruction, or proselytizing.
12. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
13. Severability. In the event that any provision of this Agreement shall be held by a court to be invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining provisions of this Agreement.
14. Method and Place of Giving Notice. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

<u>COUNTY</u>	<u>Grantee</u>
Rita Scardaci, Director	Mary E. Szecsey, Executive Director
Department of Health Services	West County Health Centers
3313 Chanate Road	P.O. Box 1449
Santa Rosa CA 95404	Guerneville CA 95446

And when so addressed, shall be deemed given upon deposit United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

15. Assignment/Delegation. Neither party shall assign, sublet, or transfer any interest in or delegate any duty under this Agreement without the written consent of the other, and no assignment shall have any force or effect whatsoever unless and until the other party shall have so consented.
16. Status of Parties. This Agreement shall not be construed to create a joint venture or partnership. Neither party is the agent of the other for any purpose. There are no third party beneficiaries to this Agreement, and it may be enforced only by the parties hereto.
17. 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 A, which is attached hereto and incorporated herein by this reference.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as set forth below.

**GRANTEE:**  
**West County Health Centers**

By: \_\_\_\_\_  
Mary E. Szecsey  
Executive Director

DATED: \_\_\_\_\_

**COUNTY OF SONOMA**

By: \_\_\_\_\_  
Rita Scardaci  
Director

DATED: \_\_\_\_\_

Approved as to substance:

By: \_\_\_\_\_  
Division Director or Designee

DATED: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
County Counsel

DATED: \_\_\_\_\_

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**Section I – Insurance to be Maintained by West County Health Centers**

West Coast Health Centers shall 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 until all Grant Funds have been disbursed.

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 West County Health Centers 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 West County Health Centers 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 Recipient currently has no employees, Recipient 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 West County Health Centers maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by West County Health Centers.
- 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. West County Health Centers is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether [insert name of recipient] has a claim against the insurance or is named as a party in any action involving the County.
- d. **County of Sonoma, its Officers, Agents, and Employees** shall be additional insureds for liability arising out of West County Health Centers' ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and West County Health

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Centers 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 vehicles if recipient 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** (*Only required of recipients whose normal operations include professional services.*)

- 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.

**6. Documentation**

- a.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. West County Health Centers agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- b.** The name and address for Additional Insured endorsements and Certificates of Insurance is:

**County of Sonoma (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.** West County Health Centers shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**7. Policy Obligations**

West County Health Centers' indemnity and other obligations shall not be limited by the foregoing insurance requirements.





## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Resources

**Staff Name and Phone Number:**

Marcia Chadbourne (707) 565-2473

**Supervisorial District(s):**

All

**Title:** Investigative Services Agreements

### **Recommended Actions:**

Authorize the Director of Human Resources to execute agreements with 14 selected investigative firms, in amounts not to exceed \$100,000 per agreement, per annum, for 4 year terms.

### **Executive Summary:**

The requested Board action authorizes the Human Resources Director to execute agreements for investigative services with 14 individuals and firms which were selected through a Request for Proposal (RFP) process conducted in July 2013.

### Background:

The Human Resources (HR) Department is responsible to provide consultation and support to County departments and agencies on all employment-related matters. In some cases, presenting circumstances may require the need to conduct an internal investigation. Typically, consultations for investigations are in the areas of discipline, equal employment opportunity (harassment, discrimination, retaliation, etc), hostile work environment, inappropriate behaviors on and off of the job, misuse of County property, fraud, etc., but could include other areas impacting the employment relationship or which place the County at risk.

Often County departments conduct their own employment investigations related to discipline, inappropriate activities, etc. Under certain circumstances however, investigations are assigned to an outside investigative firm to protect the integrity of the investigation where the use of internal County

personnel may pose a conflict of interest. Outside investigators are expected to be credible, thorough, impartial, and act as neutral fact finders. Additionally, outside investigators are used when HR or the department does not have specific expertise to conduct a particular investigation, or has insufficient time due to service and work load constraints. Previously, HR recognized a business need where HR or County departments and agencies must have prompt access to an investigative firm, as delays in conducting an investigation can impair the effectiveness and quality of the investigation. HR initially conducted an RFP in 2008 and implemented master agreements with investigative firms in September 2008, and these agreements will expire on 9/30/2013. Availability of this resource has allowed departments to access specialized services quickly on an as-needed basis and has eliminated excess administrative time developing separate agreements.

Summary:

To ensure the County continues to receive the best services at the most competitive rates, and to increase the number of available resources for County departments, Human Resources conducted a Request for Proposal (RFP) in July 2013. The RFP was widely circulated, to over 100 investigative firms, many of whom are attorney firms, and was posted on the County's website. Twenty two proposals were received and a comprehensive evaluation was conducted involving representatives of Human Services, Transportation and Public Works, Human Resources and County Counsel.

As a result of the selection process, HR recommends the County execute agreements, administered by the Human Resources Department via the use of blanket purchase orders (BPO's) with the following 14 firms as they are best qualified and most appropriate to meet the needs of the County: J.M. Bova & Associates; Kronick, Moskovitz, Tiedemann & Girard; Linda Daube; McMillan & Shureen LLP; Renne, Sloan, Holtzman & Sakai LLP; Hirschfeld Kraemer LLP; Wise Gleicher; G4S Compliance & Investigations; CPS HR Consulting; Meyers Nave; Liebert Cassidy Whitmore; Jackson Lewis LLP; Porter Scott; and Whitestar Group, Inc. The BPO's will direct departments to contact Human Resources for advice regarding the use of investigative services and authorization to utilize the selected firm at the agreed rates.

Fees range from \$70 to \$360 per hour, depending upon level of expertise, experience and area of specialty. Over the last four years, County departments spent in total, approximately \$155,000 annually under the current agreements. To provide maximum flexibility and available resources to departments, it is recommended that individual agreements with each of the selected vendors provide for up to \$100,000 per annum maximum. These agreements are all fee for service contracts with no minimum amount of work guaranteed to the firm. Implementation of these agreements does not preclude HR or other County departments from contracting with other investigative firms.

**Prior Board Actions:**

9/09/2008 – Approved initial master service agreements with (6) firms.

9/27/2011 – Approved 2 year amendments to master services agreements with (6) firms.

**Strategic Plan Alignment** Not Applicable

**Fiscal Summary - FY 13-14**

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

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

Costs depend upon future service needs, as budgeted within each department utilizing services. The appropriations have been included in the 13/14 budget for the HR department.

**Staffing Impacts**

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

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

Not applicable.

**Attachments:**

None

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

Sample Agreement for Investigative Services



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Resources

**Staff Name and Phone Number:**

Marcia Chadbourne 565-2473

**Supervisorial District(s):**

All

**Title:** US Department of Transportation Alcohol and Controlled Substances Testing Program – Employee Policy and Procedures

**Recommended Actions:**

- 1) Approve revisions to the US Department of Transportation Alcohol and Controlled Substances Testing Program – Employee Policy and Procedures, effective September 24, 2013.
- 2) Authorize the Human Resources Director, or Designee, to approve future administrative changes necessary to conform to changes in the regulations.

**Executive Summary:**

The requested Board action approves revisions to the US Department of Transportation Alcohol and Controlled Substances Testing Program - Employee Policy and Procedures, effective September 24, 2013; and authorizes the Human Resources Director, or Designee, to approve future changes necessary to conform to changes in the regulations. This policy will be added to the County's Administrative Policy Manual.

**Background:**

Federal regulations require employers of commercial drivers to establish an alcohol and controlled substances testing policy and procedures to help ensure the safety of commercial drivers and the travelling public. The regulations require controlled substances testing of applicants and employees prior to appointment to a commercial driving assignment; random alcohol and controlled substances testing; and post-accident, reasonable suspicion, and follow-up testing under specific circumstances.

In 1995, the Board adopted a concurrent resolution approving the policy and plan for implementation of the Federal Department of Transportation Alcohol and Controlled Substance Testing Regulations, and

the County's testing program has been in operation since that time.

Approximately 125 employees in six departments are covered by this policy and must adhere to the regulations due to their work assignments and a list of the specific job classifications is included in Attachment A. These employees work for the Agricultural Commissioner, General Services, Probation, Sheriff, Transportation and Public Works, and Sonoma County Water Agency. Currently, employees covered by these regulations are represented by the Deputy Sheriff's Association, Sonoma County Law Enforcement Association, Service Employees' International Union, and International Union of Operating Engineers, Stationary Engineers- Local 39.

### **Policy and Procedure Updates**

Recently, Human Resources staff completed a review and update of the alcohol and controlled substances testing policy and program which resulted in extensive revisions to the County's policy. Since the program was originally adopted in 1995, authority for administration of the alcohol and controlled substances testing program has moved from the Federal Highway Administration (FHWA) to the Federal Motor Carrier's Safety Administration (FMCSA), and there have been numerous changes in the regulations, definitions and regulatory guidance.

These changes, while extensive, are mostly procedural and do not change the overall intent of the program or the types of testing authorized. The California Highway Patrol (CHP) is assigned responsibility to monitor and audit California employers on the Federal DOT Alcohol and Controlled Substances Testing Program regulations, and the County's program was audited by the CHP in 2007.

### **Communications**

The revised draft policy and procedures were reviewed with affected departments and provided to all bargaining units with an offer to meet and confer on impacts to covered employees. Two informational sessions were held which were attended by representatives of Service Employees' International Union and International Union of Operating Engineers, Stationary Engineers-Local 39. As a result of the communication to bargaining units and informational sessions, no meet and confer impacts have been identified and bargaining unit representatives attending the informational sessions expressed an interest in the timely distribution and training of affected employees on the revised policy and procedures as soon as possible.

### **Training and On-Going Policy Maintenance:**

Human Resources staff is scheduling "Train-the-Trainer" sessions for department designees to review the revisions and employee training materials. Following adoption of the revised policy and procedures by your Board, affected departments will distribute the updated policy and procedures and provide training to their covered employees.

As future regulatory changes and guidance are promulgated by the FMCSA, Human Resources will update the policy as needed, and it is recommended that such changes be delegated to the Human Resources Director, or designee. Delegation of this responsibility will allow the County to respond to and implement regulatory changes more timely and any proposed changes will be appropriately vetted

with all impacted labor organizations.

**Prior Board Actions:**

5/23/95: Approved concurrent resolution adopting policy and implementation plan

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

**Fiscal Summary - FY 13-14**

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

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

There is no new fiscal impact associated with the revisions to the policy and procedures. Annual average of \$5,850 spent on drug and alcohol testing in support of policy.

**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:**

List of Affected Job Classifications

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

Department of Transportation Alcohol and Controlled Substances Testing Program – Employee Policy and Procedures

DEPARTMENT	DIVISION/PROGRAM	JOB CLASS TITLE
Ag Comm	Weights and Measures	Chief Deputy Sealer
	Weights and Measures	Sr Agricultural Biologist-Standards Specialist
	Weights and Measures	Agricultural Biologist-Standard Specialist III
General Services	Facility Operations	Building Mechanic II
	Facility Operations	Building Mechanic II (EH)
	Fleet Operations	Heavy Equipment Fleet Maintenance Supervisor
	Fleet Operations	Heavy Equipment Mechanic II
Probation		Juvenile Corr Counselor II (EH)
	SAC	Maintenance Worker III (EH)
	CAMP/SAC	Probation Industries Crew Supv
	SAC	Probation Industries Crew Supv (EH)
Sheriff	Transportation	Deputy Sheriff II
	Transportation	Deputy Sheriff II (EH)
	Transportation	Sheriff's Sergeant
Transp & Public Works	Bridge Crew	Bridge Supervisor
	Bridge Crew	Sr. Bridge Worker
	Bridge Crew	Bridge Worker
	Refuse	Disposal Worker II
	Road Yards	Maintenance Supervisor
	Road Yards	Maintenance Worker II
	Road Yards	Maintenance Worker III
	Roads	PW Operations Coord
	Roads	Road Operations Division Manager
	Traffic Crew	Traffic Maintenance Supervisor
	Traffic Crew	Traffic Paint & Sign Worker
	Traffic Crew	Vegetation Control Advisor
	Refuse	Building Mechanic I/II
Water Agency		WA Operations Coordinator
		Heavy Equipment Mechanic II
		WA Lead Maintenance Worker
		WA Maintenance Worker I
		WA Maintenance Worker II
		WA Maintenance Worker III
		WA Lead Mechanic
		Water Agency Mechanic
		Water Agency Mechanic (EH)



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Scott Hunsperger 565-2404

**Supervisorial District(s):**

Fourth

**Title:** Grant Deed of Agricultural Easement and Covenant: Stephen Sutro for Erik Blachford and Maryam Mohit, ZPE13-0205

### **Recommended Actions:**

Authorize the Chair of the Board of Supervisors to execute a Deed and Covenant to allow one detached farm family dwelling unit on property located at 6801 and 6803 West Dry Creek Road, Healdsburg, APN 090-010-020 and -021.

### **Executive Summary:**

The Land Intensive Agriculture zoning district allows for one (1) detached farm family dwelling unit per lot. A farm family dwelling unit is defined as an additional single-family dwelling incidental to the main dwelling in terms of size, location and architecture which is not leased, subleased, rented or sub-rented separately from the main dwelling nor divided by sale, and which is inhabited by a member of the farm operator's family.

The existing 595 square foot primary dwelling on the parcel was constructed in 1991 and will be designated the farm family unit. The proposed new primary residence will be 3,181 square feet in size and the existing 595 square foot residence satisfies the requirement that it be incidental to the main dwelling. The owner of the property operates 18 acres of vineyards on the subject 32.56 acre site. The applicant has stated that the residence will be occupied by the sister of the farm operator.

The following requirements must be met:

(i) An agricultural easement having a term equal to the useful life of the structure, but in no event less than twenty (20) years, shall be offered to the county at the time of application,

(ii) A covenant shall be recorded, in a form satisfactory to county counsel, which acknowledges that, in the event that the agricultural use is terminated on the property, the farm family dwelling shall become



a nonconforming residential use,

A Grant Deed of Agricultural Easement and Covenant (Farm Family Housing) has been prepared for the request. The easement will cover the whole property.

**Prior Board Actions:**

None.

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

The provision of the farm family units helps sustain agriculture and agricultural business while providing affordable housing for the farm family members.

**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	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

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

**Staffing Impacts**

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

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

**Attachments:**

None.

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

Original Grant Deed of Agricultural Easement and Covenant.



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Regional Parks

**Staff Name and Phone Number:**

Ken Tam 565-3348

**Supervisorial District(s):**

5th

**Title:** Grant of Easement to PG&E

### **Recommended Actions:**

Adopt a Resolution granting two Easement Deeds over sections of the West County Trail in Graton to PG&E, authorizing the Chair of the Board of Supervisors to execute the Easement Deeds for APN 130-080-070 and 130-080-082, and authorizing the Director of Regional Parks to execute related documents necessary to complete the transaction and file a Notice of Categorical Exemption pursuant to the California Environmental Quality Act (CEQA).

### **Executive Summary:**

The Graton Community Services District (GCSD) has requested PG&E (Pacific Gas & Electric Company) to extend gas service to their wastewater treatment facility located at 250 Ross Lane in Graton. The West County Trail borders the wastewater treatment facility on the east and south. GCSD collects, treats, and dispose secondary treated wastewater for residents and property owners located within the Graton Community Service Area.

The new gas pipeline will need to cross over private property (lands of Winkler) and County property (West County Trail - Assessor's Parcel Numbers 130-080-070 and 130-080-082) before entering the wastewater treatment facility. PG&E is responsible for obtaining utility easements for the pipeline locations. GCSD is responsible for obtaining all permits required to construct the gas pipeline. GCSD will hire a general contractor to bore the gas pipeline underground to minimize the impact to trail users and private landowner(s) during a one week construction period. Per section 15301 (Existing Facilities), the project is exempt from CEQA because it is a minor alteration to an existing public trail that will not involve any expansion of use.

In September 2012, the County granted a utility easement over the West County Trail to GCSD. PG&E requires a separate Easement Deed for each parcel from the County to maintain the gas pipeline. The total area of the easement is approximately 1,685 square feet (10 feet wide by 168.50 feet long). Please refer to the attached map for easement location.

Regional Parks staff has worked with County Counsel to create the Easement Deeds and recommends the Board approve the Easement Deeds to PG&E and authorize the Director of Regional Parks to execute related documents to complete the transaction and file a Notice of Categorical Exemption pursuant to CEQA.

**Prior Board Actions:**

September 18, 2012, by Resolution No. 12-0456 granted certain property rights to the Graton Community Services District for the operation of their sewer treatment plant facilities.

**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	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

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

**Staffing Impacts**

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

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

**Attachments:**

Resolution, Maps

<b>Related Items "On File" with the Clerk of the Board:</b>
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Grant of Easement to PG&E
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# County of Sonoma

## State of California

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Date: September 24, 2013

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

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Granting Two Easement Deeds Over County Properties To PG&E (Pacific Gas & Electric Company), Authorizing The Chair Of The Board Of Supervisors To Execute Easement Deeds, And Authorizing The Director Of Regional Parks To Execute Related Documents Necessary To Complete The Transaction And File A Notice of Categorical Exemption Pursuant To CEQA**

**Whereas**, the County of Sonoma owns, operates, and maintains a section of the West County Trail located on two parcels (Assessor's Parcel Numbers 130-080-070 and 130-080-082) between Green Valley Road and Ross Lane in Graton; and

**Whereas**, the Graton Community Services District has requested PG&E to extend gas service to their wastewater treatment facility located at 250 Ross Lane adjacent to the West County Trail in Graton; and

**Whereas**, the new gas pipeline extension will need to cross underground along a section of the West County Trail before entering the wastewater treatment facility; and

**Whereas**, PG&E requires a separate Easement Deed for each parcel from the County to access, construct, reconstruct, install, inspect, maintain, replace, and remove the gas pipeline located on County property; and

**Whereas**, the conveyance of the Easement Deed will not conflict or interfere with the public's use of the West County Trail for recreational purposes; and

**Whereas**, the gas pipeline project consists of minor alteration of an existing trail which is categorically exempt from requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA guidelines; and

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma hereby finds, determines, declares and orders as follows:

1. Each of the foregoing recitals is true and correct.
2. The Chair is authorized and directed to execute the Easement Deeds on behalf of the County.

Resolution #

Date:

Page 2

3. The Director of Regional Parks, upon advice of County Counsel, is authorized to execute other related documents and take such other legal and procedural steps as may be necessary to conclude the transaction herein described in a timely manner, including but not limited to filing a Notice of Categorical Exemption pursuant to CEQA.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

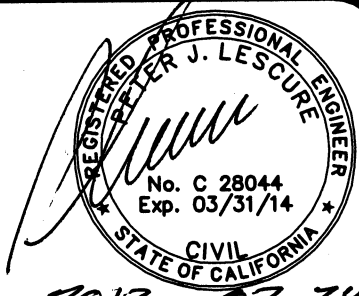
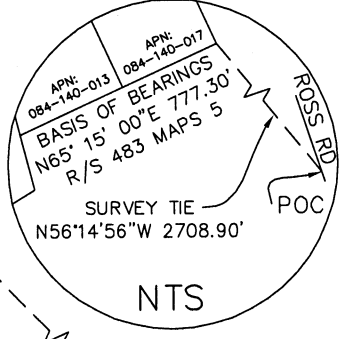
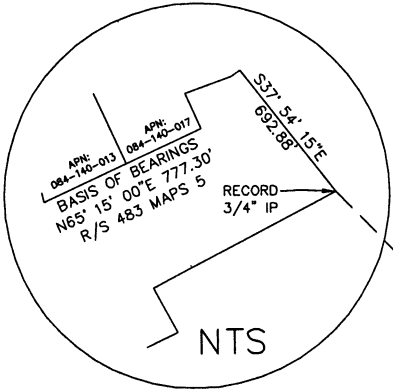
Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



2013-07-24

APN: 130-080-025  
SKALICKY

SURVEY TIE  
N48° 16' 24\"/>

APN: 130-080-070  
SONOMA COUNTY  
3514 OR 125  
PARCEL C

APN: 084-140-011  
GCSD

APN: 130-080-081  
GCSD  
PARCEL ONE  
2012-095792

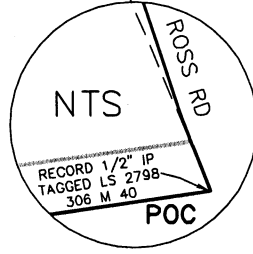
APN: 130-080-082  
SONOMA COUNTY  
PARCEL ONE  
EXCEPTION  
2012-095792

APN: 130-090-035  
WINKLER  
PARCEL ONE DN 2002-065195

PG&E EASEMENT

POINT OF BEGINNING

SURVEY TIE  
N58° 51' 04\"/>



SCALE: 1"=100'

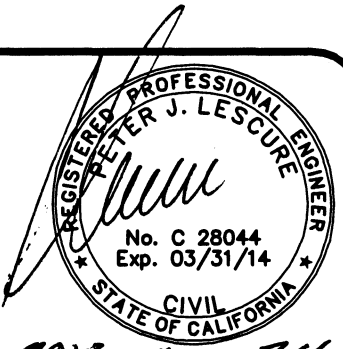
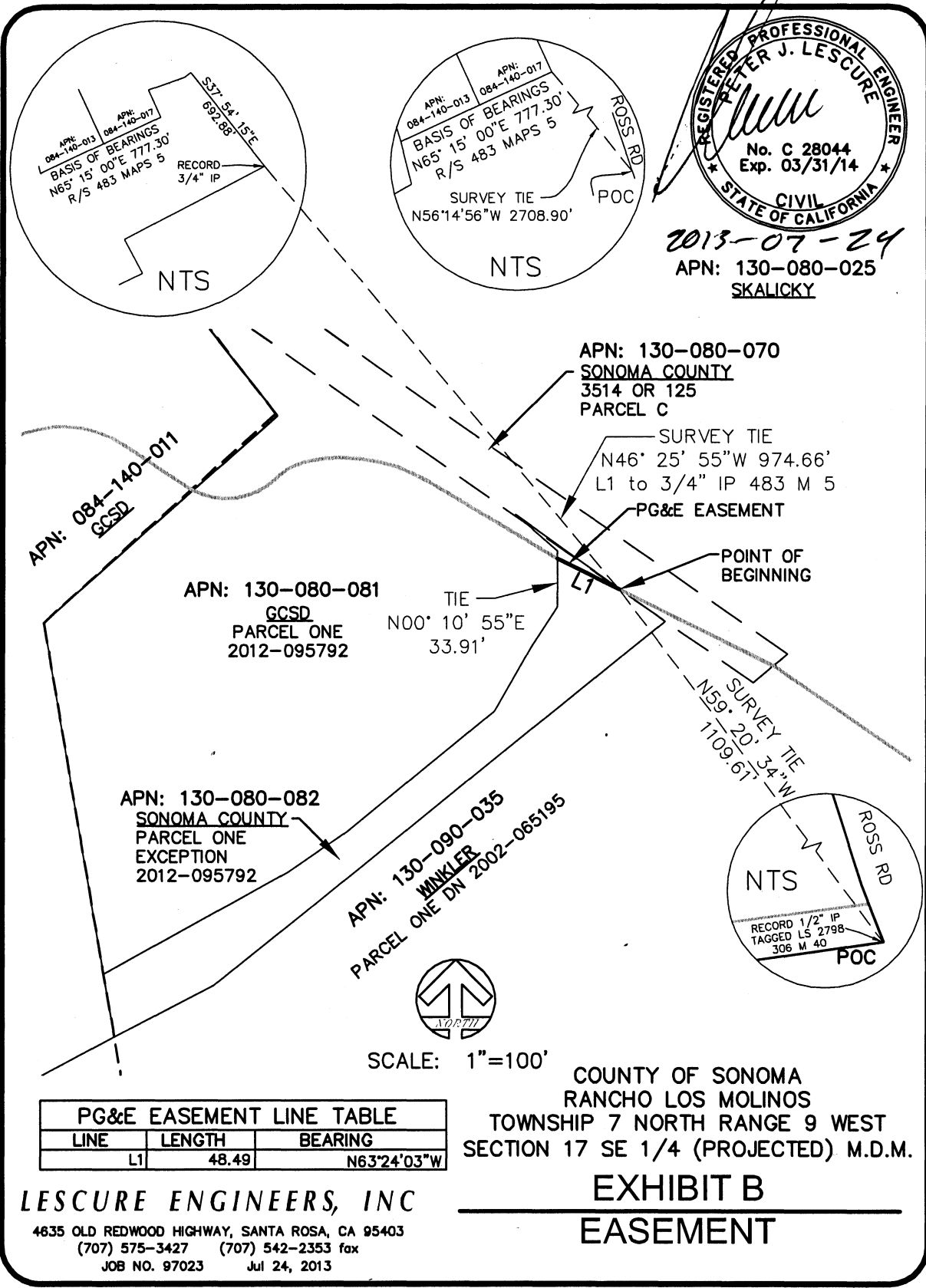
PG&E EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L1	120.02	N63°24'03\"/>

COUNTY OF SONOMA  
RANCHO EL MOLINO  
TOWNSHIP 7 NORTH RANGE 9 WEST  
SECTION 17 SE 1/4 (PROJECTED) M.D.M.

**LESQUIRE ENGINEERS, INC**

4635 OLD REDWOOD HIGHWAY, SANTA ROSA, CA 95403  
(707) 575-3427 (707) 542-2353 fax  
JOB NO. 97023 Jul 24, 2013

**EXHIBIT B  
EASEMENT**



2013-07-29  
APN: 130-080-025  
SKALICKY



SCALE: 1"=100'

PG&E EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L1	48.49	N63°24'03"W

COUNTY OF SONOMA  
RANCHO LOS MOLINOS  
TOWNSHIP 7 NORTH RANGE 9 WEST  
SECTION 17 SE 1/4 (PROJECTED) M.D.M.

**EXHIBIT B  
EASEMENT**

**LESCURE ENGINEERS, INC**  
4635 OLD REDWOOD HIGHWAY, SANTA ROSA, CA 95403  
(707) 575-3427 (707) 542-2353 fax  
JOB NO. 97023 Jul 24, 2013





## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Jody Like, 565-1119

**Supervisorial District(s):**

All Supervisorial Districts

**Title:** Amendment, Domestic Cannabis Eradication Suppression Program Letter of Agreement

### **Recommended Actions:**

Ratify the Sheriff's execution of the Amendment to the Letter of Agreement with the United States Department of Justice, Drug Enforcement Administration, Domestic Cannabis Eradication / Suppression Program (DCE/SP) for the period from January 1, 2013 to December 31, 2013 to receive an additional \$20,000 to be used for marijuana suppression and eradication activities.

### **Executive Summary:**

The Sheriff's Office is requesting your Board ratify the Sheriff's execution of the Amendment to the Letter of Agreement with Domestic Cannabis Eradication / Suppression Program (DCE/SP) for the period of January 1, 2013 to December 31, 2013. DCE/SP will provide an additional \$20,000 (a total of \$120,000 for calendar year 2013) to fund marijuana suppression and eradication activities that are performed by the Sonoma County Sheriff's Office. The amendment was received from the Drug Enforcement Administration on August 27, 2013 and the deadline to submit the approved Amendment was September 13, 2013, which did not allow time for the Sheriff's Office to request authorization prior to execution of the Amendment. To avoid loss of this additional funding, the Sheriff has executed the Agreement and the Sheriff's Office requests your Board ratify the Sheriff's execution of the Amendment. Funds received by the Sheriff's Office will be fully expended during the grant period as peak marijuana eradication season is late summer/early fall, which coincides with receipt of these additional funds.

Since 1995, the Sheriff's Office has received grants from the Domestic Cannabis Eradication / Suppression Program (DCE/SP) to support the Sheriff's marijuana suppression efforts. Grant funds are currently administered by the Drug Enforcement Administration (DEA) and are designated to specifically cover seasonal marijuana eradication efforts. Our award receipts for the years 2008 – 2012 have been: \$75,000; \$85,000; \$108,000; \$110,000, and \$100,000. This Amendment will allow the Sheriff's Office to receive an additional \$20,000 for the 2013 grant period, for a total of \$120,000. Funding increases are a result of both available program funding and the Sheriff's eradication successes from the prior year's harvest season. The Sheriff's Narcotics Task Force (SNTF) eradicated over 161,000 plants during the

2009 harvest season, 311,000 plants during the 2010 harvest season, and 96,925 plants during 2011. (Plant counts are based on calendar year.) The decrease in the 2011 harvest is assumed to be attributable to abnormal rain levels in California for 2011. This trend was observed throughout the State. In 2012, 45,592 plants were eradicated. Lower 2012 eradication numbers were anticipated and are due to the shift towards smaller, indoor growing operations versus large, remote open space operations. These numerous, small-scale operations are more difficult and time consuming to eradicate because they require more pre-investigative work including search warrants, research into claims of growing under the provisions of medical marijuana, and subsequent court appearances. Funding provided by DCE/SP provides additional resources to disrupt small “residential” grows in addition to eradication of large scale outdoor grows.

The additional \$20,000 in grant monies will fund additional deputy overtime to continue marijuana eradication operations.

**Prior Board Actions:**

Board approval of agreements for the Domestic Cannabis Eradication/Suppression Program for the past 16 fiscal years (FY 96-97 through FY 13-14).

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

This agreement for Domestic Cannabis Eradication/Suppression Program will promote a safer community by providing funds that enable the Sheriff’s Narcotic Task Force (SNTF) to continue disruption of illegal narcotics activity in Sonoma County.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 2,474	County General Fund	\$ 2,474
Add Appropriations Req'd.	\$ 20,000	State/Federal	\$ 20,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 22,474</b>	<b>Total Sources</b>	<b>\$ 22,474</b>

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

No matching funds are required for DCE/SP participation; however, effective 2012, funds cannot be used to offset the cost of benefits (FICA and workers’ compensation) associated with overtime costs. This means the Sheriff’s Office will fund a maximum amount of \$2,474 due to acceptance of these additional funds. The Sheriff believes this expense more than offsets the benefit of being able to implement \$20,000 worth of additional eradication activities that would not occur without the additional DCESP program funding. Budgetary adjustment to appropriate the funds will occur at first quarter Consolidated Budget Adjustments (CBA’s).

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
None			
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
None			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Amendment to the 2013 DCE/SP Letter of Agreement			



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Susan Klassen (707) 565-2231

**Supervisorial District(s):**

Fourth

**Title:** Santa Rosa Hangar Associates, LP Lease Agreement Amendment

### **Recommended Actions:**

Approve and authorize the Chair to: (1) execute the Consent to Transfer of ownership adding additional partners to the lease agreement of Santa Rosa Hangar Associates, LP, tenant upon property at the Airport, located 3742 Becker Blvd.; (2) execute a First Amendment to the aforementioned Lease to set the rental rate to market; and (3) authorize the Director of Transportation & Public Works to execute any other documents reasonably required to effect said Consent to Transfer and the First Amendment.

### **Executive Summary:**

#### Background:

In October, 2002, the County of Sonoma ("County") and Santa Rosa Hangar Associates, LP ("SHRA") entered into a long-term lease agreement ("Lease") at the Charles M. Schulz-Sonoma County Airport ("Airport"). Pursuant to the Lease, SHRA entered into the Lease after a previous tenant had developed the one-plus acre leased premises ("Premises") with a hangar and improvements.

#### Lease Assignment:

For internal business purposes, SHRA now desires to reorganize and add partners to its limited partnership and requests County's consent to the transfer to Rare Air, LLC. The Lease requires the County's consent when a transfer involves a forty percent, or higher, change in total ownership interest of the Tenant. SHRA has complied with Section 10 of the Lease pertaining to such transfer.

#### First Amendment to Lease:

The Lease requires that the rental rate be re-set to market during the tenth (10<sup>th</sup>) year of the lease term. The County and SHRA have conferred as to the current market rent and outlined the payments and adjustments for the next ten years of the lease in the amendment.

### **Prior Board Actions:**

10/15/2002: Approved ground lease to Santa Rosa Hangar Associates; 8/8/2000: Resolution No. 00-9071

Approved the proposed executive hangar project and authorized the Chairman to sign a ground lease for the proposed executive hangar site.

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

The requested board action supports the Strategic Plan’s goal of Economic and Environmental Stewardship by continuing to foster businesses at the Airport which contribute to a strong and diverse economy that promotes job growth and retention.

**Fiscal Summary - FY 13-14**

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

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

The lease requires the rental rate to be reset to market on a ten-year cycle during the term of the lease. The impact to Fiscal Year 13-14 is a reduction in revenue of \$4,120. Future budgets will include the revised rate.

**Staffing Impacts**

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

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

None.

**Attachments:**

None.

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

Consent to Transfer, First Amendment, and Lease.



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Susan Klassen (707) 565-2231

**Supervisorial District(s):**

Fourth and Fifth Districts

**Title:** Wohler Road Bridge over the Russian River Seismic Retrofit

### **Recommended Actions:**

Approve and authorize Chair to sign an engineering design contract with Drake Haglan & Associates, Inc. for the seismic retrofit of Wohler Road Bridge over the Russian River (C01136) in an amount not to exceed \$653,454 with a term ending December 31, 2016.

### **Executive Summary:**

The staff of the Department of Transportation and Public Works is requesting the Board approve and authorize the Chair to sign an engineering design contract for the seismic retrofit of the Wohler Road Bridge over the Russian River with Drake Haglan & Associates, Inc. for an amount not to exceed \$653,454 which includes a 10% contingency, with a term ending December 31, 2016. Services provided under the proposed agreement will be analysis and design, environmental support, bid support and preparation of final plans, specifications and estimates.

This project will provide for the retrofit of this existing historic but structurally deficient one-lane Wohler Road Bridge (Bridge No. 20C-0155) with a new concrete seismic load resisting deck, seismic isolation bearings and joints, steel truss reinforcement and foundation reinforcement designed to meet current seismic design standards for existing bridges.

This project is 100% federally funded for preliminary engineering and eligible for 100% funding for right-of-way acquisition and construction. CEQA documents will be prepared by staff of Sonoma County Permits and Resources Department ("PRMD") with support from Drake Haglan. The National Environmental Policy Act ("NEPA") document for this project was approved by Caltrans in 2009. If the document needs to be updated, the staff at PRMD will perform the analysis. The total cost of the project is estimated to be \$4,000,000. If the project is not approved by the Board, the design of the seismic retrofit will not proceed and the federal and state funds spent to date be returned to Caltrans.

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, including support from environmental personnel at PRMD, based on each consultant's response to the following criteria: experience, project team and key staff, technical ability, relevant project experience, federal project experience and project approach. Local preference was not used in the selection of a consultant for this project as Federal guidelines do not allow for it. A short list of eight on-call consultants was created by the selection committee. From that list, Drake Haglan & Associates, Inc. was selected for this project because of their exhibited leadership in the engineering field for innovative design and key staff familiar with the project.

**Prior Board Actions:**

3/28/2000: Board Approved agreement with Imbsen & Associates to perform environmental work for Wohler Road Bridge.

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

This project invests in the future by bringing aging public infrastructure up to current standards.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 653,454		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 653,454
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 653,454</b>	<b>Total Sources</b>	<b>\$ 653,454</b>

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

**Staffing Impacts**

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

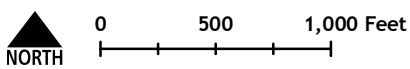
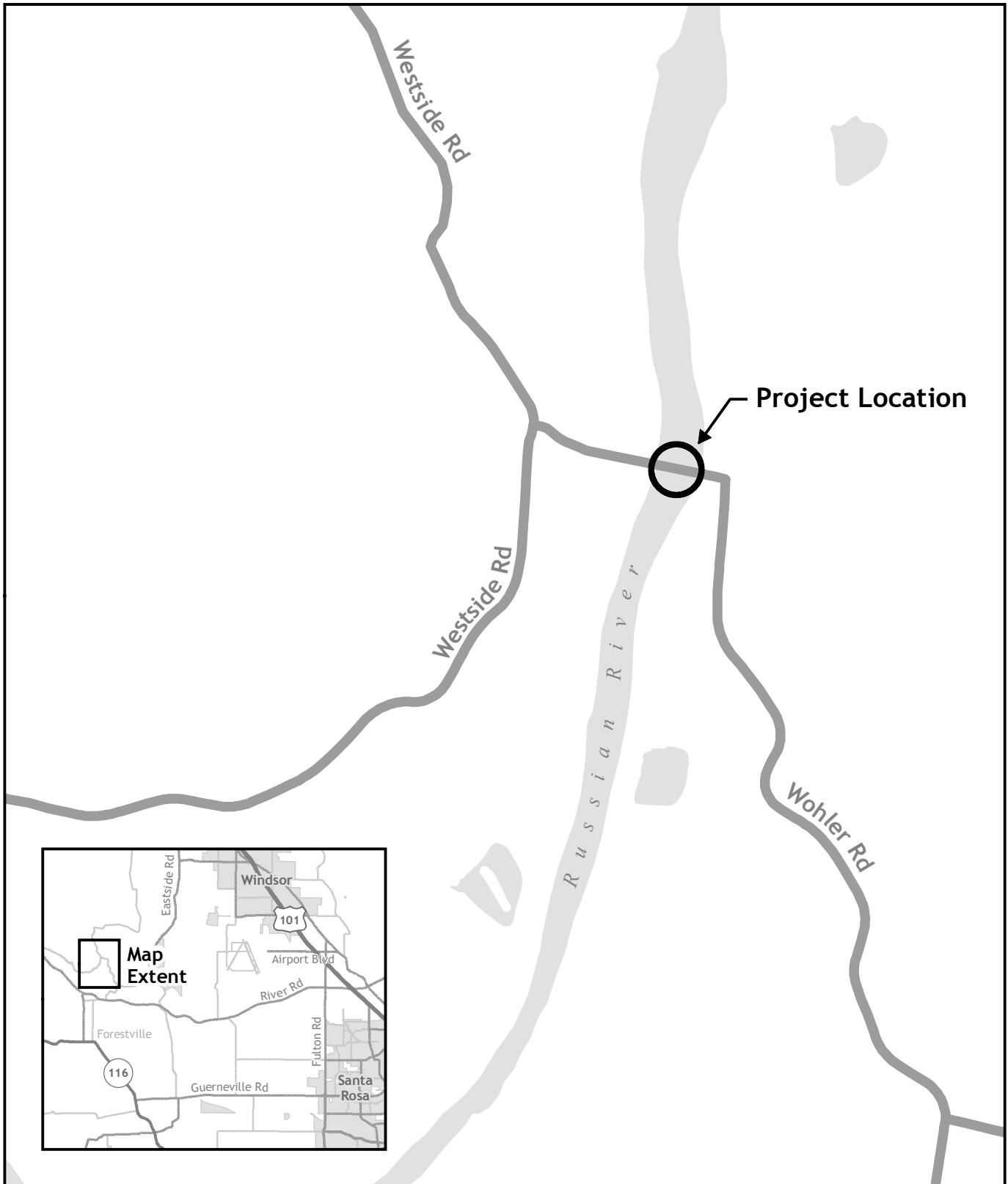
**Narrative Explanation of Staffing Impacts (If Required):**

<b>Attachments:</b>
Location Map
<b>Related Items "On File" with the Clerk of the Board:</b>
Agreement



# Location Map

Wohler Road Bridge Over the Russian River Seismic Retrofit (C01136)





## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** September 24, 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:** Disaster Recovery Management

### **Recommended Actions:**

Approve and authorize Chair to execute contract for on-call Disaster Recovery Management Services to Kermani Consulting Group for an amount not to exceed \$300,000 with a term ending August 31, 2016 with an option of two one year extensions at the discretion of the Director of Transportation and Public Works.

### **Executive Summary:**

As part of an effort to be prepared for the successful management and of the next federally declared disaster, the Department of Transportation and Public Works (Department) is requesting the Board award an on-call agreement for disaster recovery management services to Kermani Consulting Group (Consultant) for an amount not to exceed \$300,000 with a term ending August 31, 2016, including an option of two one-year extensions at the discretion of the Director of Transportation and Public Works.

In the event of a declared emergency, the consultant would work closely with Department to coordinate the fiscal and engineering management of the event performing a wide variety of tasks including but not limited to: coordination of community meetings, site visits and preparation of damage assessment reports, a variety of required Federal Emergency Management Agency (FEMA) paperwork, file management, review of technical documents, project tracking, cost code assignments, requests for appeals and time extensions, and invoice submittals to FEMA for reimbursement. In the past, department personnel have performed these tasks in addition to their regular duties, however, with the combination of a reduction in workforce and the complex and ever-changing FEMA reimbursement process, department staff feels it is important to have a consultant ready and able to work to ensure that necessary paperwork receives exclusive focus resulting in timely completion and expedited reimbursements.

The Department advertised a Request for Proposals (RFP) in a newspaper of general circulation, and posted the RFP on the department's website and the General Services website. Twelve firms requested

a copy of the RFP. Kermani Consulting Group was the only firm to submit a proposal. The proposal was evaluated to ensure that the firm's project experience, project team and key staff, technical ability, and relevant project experience met the needs of the department. Kermani Consulting Group has extensive experience working with governmental agencies in disaster recovery management. Local preference was not used in the selection of a consultant for this project as Federal guidelines do not allow for it.

The County guarantees no minimum compensation under the terms of the agreement. In the event of a declared emergency, a written scope of work would be provided to the Consultant as approval to commence work. If Consultant has capacity for additional work other Department's may be offered the opportunity to utilize the services under this agreement. Department staff will ensure coordination between Consultant and Auditor's office to ensure timely submittals of claims. The total amount of the contract is not-to-exceed \$300,000 for the entire term of the agreement.

**Prior Board Actions:**

1/12/2010: Board awarded a three year agreement to Kermani Consulting for Disaster Recovery Management Services.

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

Efficient management of a natural disaster will help ensure maximum responsiveness to the needs of Sonoma County residents.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 300,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 300,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 300,000</b>	<b>Total Sources</b>	<b>\$ 300,000</b>

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

Sufficient appropriations are available in the Road Maintenance budget in the event the agreement is needed in FY 2012-13. Agreement to be funded with road operating funds with some administrative reimbursement provided by FEMA.

**Staffing Impacts**

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

<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
None.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Agreement			



## 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:** September 24, 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):**

Fifth

**Title:** Freestone Flat Road Bridge Replacement Project (C11004)

### **Recommended Actions:**

Approve and authorize the Chair to sign an engineering design contract with Quincy Engineering, Inc. for the replacement of Freestone Flat Road Bridge over Salmon Creek (C11004) for an amount not to exceed \$429,980 with a term ending December 31, 2015.

### **Executive Summary:**

The staff of the Department of Transportation and Public Works is requesting the Board approve and authorize the Chair to sign a design contract for the replacement of the Freestone Flat Road Bridge over Salmon Creek to Quincy Engineering, Inc. for an amount not to exceed \$429,980, 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.

This project will replace the existing structurally deficient one-lane Freestone Flat Road Bridge (Bridge No. 20C-0440) with a new two-lane bridge designed to meet current design standards including improvements to roadway approaches and appurtenant facilities. The project will improve vehicular safety by providing two traffic lanes with shoulders. Due to the low traffic volume on Freestone Flat Road, pedestrians, bicycles and vehicles will share the travel lanes and shoulders.

This project is 100% federally funded and must satisfy all requirements under the Federal Highway Bridge Program criteria, including approval by the California Department of Transportation (Caltrans). The replacement bridge will comply with current roadway, drainage and bridge standards and accommodate the 100-year storm event with freeboard as specified by the County of Sonoma. 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 the latest Caltrans specifications. The CEQA and NEPA documents for this project will be prepared by PRMD environmental staff.

The total cost of the project is estimated to be \$3,500,000. If the project is not approved by the Board, the design of a new bridge will not proceed and the federal and state funds spent to date will have to be returned to Caltrans. At this time, the project funding through Caltrans is issued in multiple allocations with design and permitting being issued initially. It is anticipated that at least one additional allocation will be issued for this initial design phase of the project. It is understood that all elements of the project will not necessarily move forward until sufficient funding is guaranteed.

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 with PRMD environmental personnel participating in the process which was based on each consultant’s response to the following criteria: experience, project team and key staff, technical ability, relevant project experience, federal project experience and project approach. Local preference was not used in the selection of a consultant for this project as Federal guidelines do not allow for it. A short list of eight on-call consultants was created by the selection committee. From that list, Quincy Engineering, Inc. Consulting Engineers was selected for this project because of their exhibited leadership in the engineering field for innovative design.

**Prior Board Actions:**

None.

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

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

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 429,980		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 429,980
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 429,980</b>	<b>Total Sources</b>	<b>\$ 429,980</b>

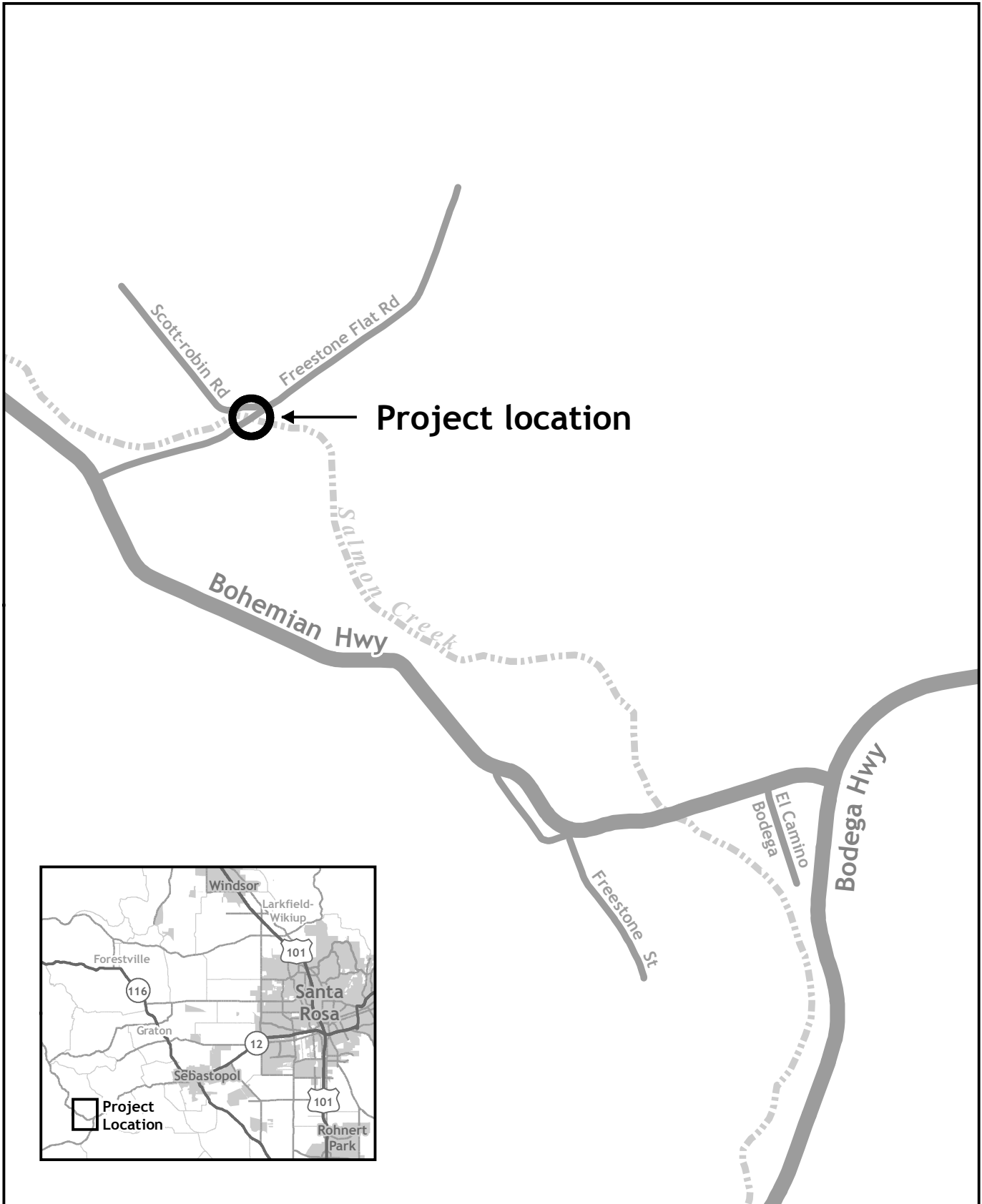
**Narrative Explanation of Fiscal Impacts (If Required):**

Funded 100% with federal toll credits for off-system bridges. Appropriations are included in the FY 13-14 Bridges budget.

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

# Location Map

Freestone Flat Bridge Replacement Project (C11004)







## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Susan Klassen (707) 565-2231

**Supervisorial District(s):**

Fourth

**Title:** Larkfield Sidewalks - Sutter Hospital

### **Recommended Actions:**

Approve resolution accepting donation of Grant of Easement deed, and land; accepting land described therein into the County highway system; authorizing the Chair to execute an Agreement for Donation of Easement; authorizing proration and transfer of taxes on said land, and authorizing refunds, if applicable, pursuant to §5096 of the Revenue and Taxation Code; lands of Edward J. Venturi Family Trusts et al (APN 058-071-016); Project No. C12005. (Fourth Supervisorial District)

### **Executive Summary:**

On August 13, 2013, the Board approved an agreement with Sutter Hospital for the design and construction of sidewalk, curb and gutter, drainage modifications, and utility adjustments along the Cricklewood Restaurant frontage on Old Redwood Highway.

The Venturi family, the owners of the property where the Cricklewood Restaurant is located, has graciously agreed to donate the necessary right-of-way for the sidewalk and related public improvements. The owners have signed all necessary right-of-way documents.

The proposed roadway and utility easement is located along a 208-foot long portion of the property's Old Redwood Highway frontage. The acquisition area consists of approximately 1,516 square feet. A 14,137 square foot temporary construction easement to allow access to the property frontage for the project construction is included in the donation agreement. The only extra expense to the County for the right-of-way donation will be for an appraisal report at a cost of \$4,000. Appropriations are available within the Road Improvements budget and will be funded with available fund balance.

The attached resolution will authorize the Chair to execute an Agreement for Donation of Easement to acquire the described easement; acceptance of the Grant of Easement; acceptance of land described within the Grant of Easement into the County highway system; authorize proration and transfer of taxes on said land, and authorize refunds, if applicable, pursuant to §5096 of the Revenue and Taxation Code.

The staff coordinated the frontage improvements with the restaurant owners who have been very cooperative and supportive of this work. We are very appreciative of the Venturi Family who are donating the property rights for the project.

The agreement has been approved as to form by County Counsel.

**Prior Board Actions:**

8/13/13: Approved agreement with Sutter Hospital to install sidewalk on Old Redwood Highway.

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

Provide safe and continuous pedestrian facilities in the Larkfield area that meet ADA standards.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 4,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 4,000
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 4,000</b>	<b>Total Sources</b>	<b>\$ 4,000</b>

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

Appropriations are available within the FY 13-14 Road Improvements budget.

**Staffing Impacts**

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

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

**Attachments:**

Resolution; Resolution's Exhibit A; Location Map; Acquisition Map

<b>Related Items “On File” with the Clerk of the Board:</b>
Grant of Easement; Agreement for Donation of Easement



County of Sonoma  
State of California

---

Date: September 24, 2013

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

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Accepting The Donation Of A Grant of Easement Deed, And Land; Accepting Land Described Therein Into The County Highway System; Authorizing The Chair To Execute An Agreement For Donation Of Easement; Authorizing Proration And Transfer Of Taxes On Said Land; And Authorizing Refunds, If Applicable, Pursuant To §5096 Of The Revenue And Taxation Code; Larkfield Sidewalks - Sutter Hospital; Lands of Edward J. Venturi Family Trusts et al (APN 058-071-016); Project No. C12005.**

**Whereas**, a Grant of Easement deed, dated July 29, 2013, conveying land described therein to the County of Sonoma, has been tendered to this Board of Supervisors as a donation by Evelyn J. Venturi, as Surviving Trustee of the Edward J. Venturi Family Trust (dated November 27, 1990), and specifically, Trust A; Evelyn J. Venturi, as Surviving Trustee of the Edward J. Venturi Family Trust (dated November 27, 1990), and specifically, Trust B; Pamela M. Venturi-Cowan, Trustee of the Pamela M. Venturi-Cowan Living Trust, dated August 22, 2007; and Teresa L. Venturi-Hentz, Trustee of the separate property of Teresa L. Venturi-Hentz, under the Paul & Teresa Hentz Family Trust, dated January 3, 2006; and

**Whereas**, the County of Sonoma is desirous of securing said roadway and utility easement for the installation of a sidewalk along Old Redwood Highway near the intersection of Mark West Springs Road in the community of Larkfield.

**Now, Therefore, Be It Resolved** that the Board does hereby accept said deed according to terms set forth therein.

**Be It Further Resolved** that the Chair of the Board be and hereby is authorized and directed to execute the Agreement for Donation of Easement and the statutory Certificate of Acceptance in connection with said deed.

**Be It Further Resolved** that the right-of-way conveyed to the County by said deed, and more particularly hereinafter described, be and the same is accepted into the County highway system under the provisions of §941 and §943 of the Streets and Highways Code of the State of California.

Resolution #

Date:

Page 2

**Be It Further Resolved** that pursuant to §4986 and §5096 of the Revenue and Taxation Code of the State of California, the County Auditor and Assessor be and hereby are authorized and directed to prorate, transfer and refund (if applicable) the taxes as of this date on the herein described lands conveyed to the County of Sonoma more particularly described as follows:

See Exhibit "A" attached.

**Be It Further Resolved** that the County Recorder be and hereby is authorized and directed to record said deed at no cost to the County as provided under Government Code 6103.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**Att#2 Resolution Exhibit A**

**RECORDING REQUESTED BY**

**COUNTY OF SONOMA**  
.....

**WHEN RECORDED, RETURN  
TO  
EXECUTIVE SECRETARY  
DEPARTMENT OF  
TRANSPORTATION AND  
PUBLIC WORKS**

**SPACE ABOVE THIS LINE IS FOR RECORDER'S USE**

APN 058-071-016

Record free per Gov. Code 6103. Required by Sonoma County Dept. of Transportation and Public Works for public works project.

**GRANT OF EASEMENT  
(DONATION)**

**EVELYN J. VENTURI,  
as Surviving Trustee of the EDWARD J. VENTURI FAMILY TRUST  
(Dated November 27, 1990) and specifically, TRUST A,  
and  
EVELYN J. VENTURI,  
as Surviving Trustee of the EDWARD J. VENTURI FAMILY TRUST  
(Dated November 27, 1990) and specifically, TRUST B,  
and  
PAMELA M. VENTURI-COWAN,  
Trustee of the PAMELA M. VENTURI-COWAN LIVING TRUST  
dated August 22, 2007  
and  
TERESA L. VENTURI-HENTZ,  
Trustee of the Separate Property of TERESA L. VENTURI-HENTZ,  
Under the PAUL & TERESA HENTZ FAMILY TRUST,  
Dated January 3, 2006**

**GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION  
OF THE STATE OF CALIFORNIA**

AN EASEMENT FOR ROADWAY AND UTILITY PURPOSES to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom on, under, over, and across the lands described below.

The specified facilities shall consist of, but not necessarily be limited to, the following:

Roadway facilities and appurtenances thereto for use by the public, including but not limited to motor vehicle use, pavement, curbs, gutters, sidewalks, landscaping, and appurtenances; drainage facilities, including underground conduits, drainage channels and ditches, culverts, and appurtenances; electrical, gas, water, telephone, cable, television, sewer, and street lighting facilities and appurtenances; also uses for pedestrian, equestrian, and non-powered vehicle purposes; and the right to construct, maintain and

**Att#2 Resolution Exhibit A**

reconstruct any such roadway or facilities mentioned above.

Said easement shall also include the right to excavate or fill the easement for the full width and to a reasonable depth thereof.

The lands within the easement are more particularly described as follows:

SEE **EXHIBIT "A"** ATTACHED


APN 058-071-016

Evelyn J. Venturi  
Evelyn J. Venturi, Surviving Trustee

Evelyn J. Venturi  
Evelyn J. Venturi, Surviving Trustee

Pamela M. Venturi-Cowan  
Pamela M. Venturi-Cowan, Trustee

Dated July 29, 20 13

Teresa L. Venturi-Hentz  
Teresa M. Venturi-Hentz, Trustee  


## Att#2 Resolution Exhibit A

### EXHIBIT "A"

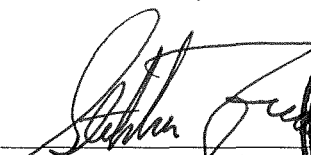

All that real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

Being a portion of the lands of the EDWARD J. VENTURI FAMILY TRUST (Dated November 27, 1990) as described in a deed recorded as Document Number 2011-066525 of Official Records, Sonoma County Records, and being more particularly described as follows:

Beginning on the northerly line of said lands of the Edward J. Venturi Family Trust at a point which bears 45.06 feet, measured perpendicularly from the centerline of Old Redwood Highway as said centerline is shown on that Record of Survey recorded in Book 623 of Maps, at Page 5, Sonoma County Records; thence South  $23^{\circ}42'28''$  East, 207.95 feet to the easterly boundary of the lands of the County of Sonoma as described in that deed recorded in Book 1969 of Official Records at Page 113, Sonoma County Records; thence along said easterly boundary on a curve to the right with a radius of 658.00 feet, whose tangent bears North  $25^{\circ}11'26''$  West through an angle of  $1^{\circ}13'56''$ , for a distance of 14.15 feet to the most northerly corner of said lands of the County of Sonoma; thence along the northwesterly line of said lands of the County of Sonoma South  $66^{\circ}02'30''$  West, 7.00 feet to the easterly line of the right of way granted to the State of California by that deed recorded in Book 143 of Official Records at Page 322, Sonoma County Records; thence along said right of way North  $23^{\circ}57'30''$  West, 202.32 feet to a point on the northerly line of the said lands of the Edward J. Venturi Family Trust; thence along said northerly line South  $67^{\circ}22'19''$  East, 11.73 feet to the point of beginning.

Basis of Bearings: That Record of Survey recorded in Book 623 of Maps, at Page 5, Sonoma County Records.

This legal description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

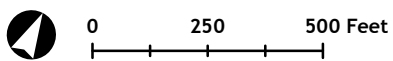
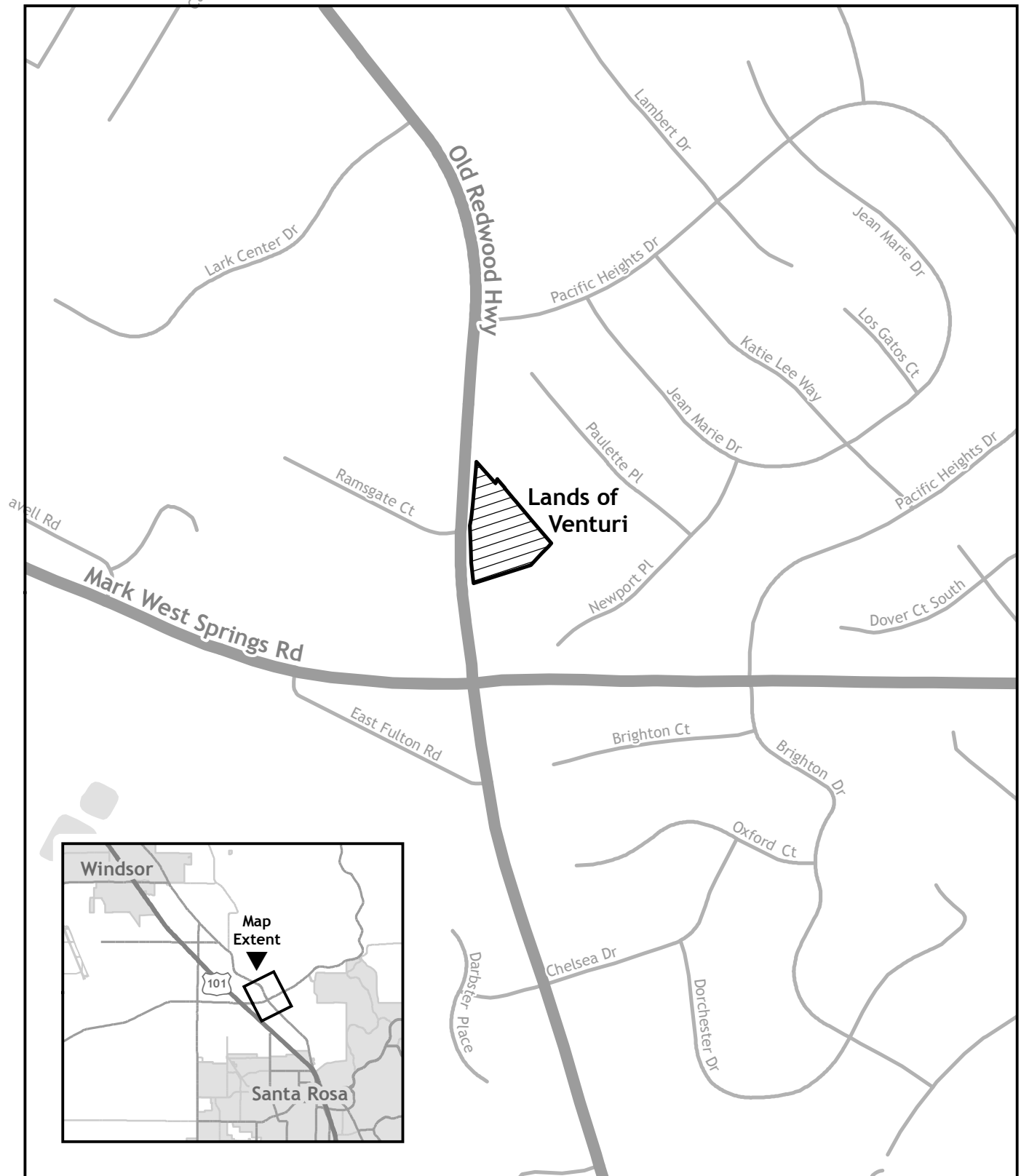
  
Stephen M. Fredericks. 

Containing 1516 square feet, more or less.

Road Name: Old Redwood Highway  
Road No.: 7812  
P.M. 11.91-11.94 Right  
APN 058-071-016

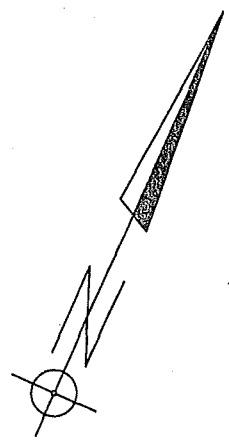
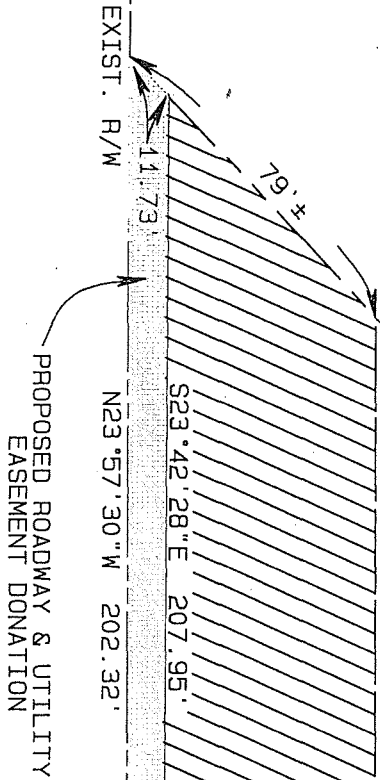


# Location Map



# ACQUISITION MAP

OLD REDWOOD HIGHWAY



S67°22'19"E  
APPROX. P/L

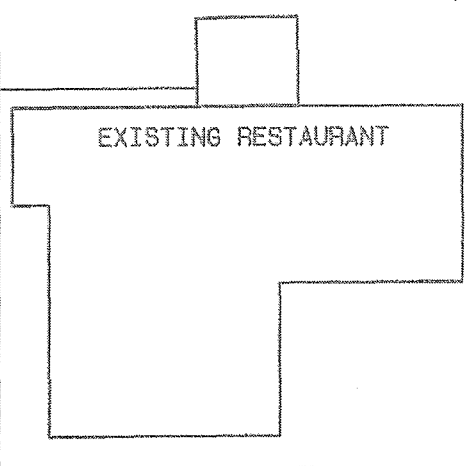
S66°02'30"W  
7.00'

R = 658.00'  
Δ = 1°43'56"  
L = 14.15'

PLANTER

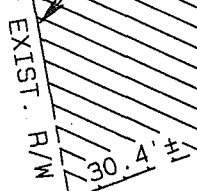
TEMPORARY CONSTRUCTION EASEMENT

PLANTER



EXISTING RESTAURANT

EVELYN J. VENTURI, TR.  
DOC. NO. 2011 066525



APPROX. P/L

NOTE: BUILDING LOCATION IS APPROXIMATE.

JUNE 2013	RIGHT-OF-WAY DONATION A.P.N. 058-071-016	JOB NO. C12005	SCALE: 1" = 40'
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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: 23**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Board of Supervisors (707) 565-2241

**Title:** Minutes of September 10, 2013

**Recommended Actions:**

Approval.

**Executive Summary:**

Approval of Minutes of the Meeting of September 10, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Sonoma County Water Agency, and Board of Supervisors.

**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	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

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

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

**TUESDAY**

**SEPTEMBER 10, 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.

## 8:32 A.M. CALL TO ORDER

8:32 A.M. Chairman Rabbitt called the meeting to order.

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, 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 that the public hearing regarding the Appeal of the Board of Zoning Adjustments decision to approve a Use Permit for the Redwood Gospel Mission located 1048 Wildrose Drive, Santa Rosa; File No. UPE11-0102 would take place on September 17, 2013 at 2:10 p.m.

### II. BOARD MEMBER ANNOUNCEMENTS

Supervisor Carrillo invited members of the public to the Affordable Care Act community forum at the Sebastopol Community Cultural Center on September 11, 2013 and announced that he attended the California State Association of Counties (CSAC) Board of Directors meeting.

Supervisor Gorin reported that she had traveled to Washington D.C. with Water Agency staff to advocate for additional funds to move forward on the Biological Opinion, the Dry Creek Habitat Restoration project and to conduct a study on atmospheric rivers.

Supervisor Zane announced that she attended the Sonoma County Waste Management Agency meeting; the Building Economic Success Together Board retreat; the Sonoma County Housing Veterans campaign kickoff event; the Remote Access Network Board meeting; the Sonoma Clean Power public information meeting; the Sonoma Clean Power Authority Board of Directors meeting and the Sonoma Clean Power Negotiations meeting. She spoke with Congressman Thompson and District Attorney Jill Ravitch on gun violence prevention; the Bay Area Air Quality Management District meeting; the Sonoma County Transportation Climate Protection Authority meeting and will be traveling to Washington D.C. to participate in a meeting of the National Committee to Preserve Social Security and Medicare.

Supervisor McGuire announced that he will attend the Annual North County Day of Service at Cloverdale River Park on Saturday and the upcoming Paws and Pasta fundraiser event on September 22nd. He shared with the Board that a draft amended Joint Powers Authority Agreement for the Sonoma County Library will come before the Board for approval on September 17th.

BOARD ANNOUNCEMENTS (Continued)

Chairman Rabbitt announced that the Board participated in a special closed session meeting on September 3, 2013; that he had attended the Project Labor Agreement Ad-Hoc Committee meeting; the Sonoma County Employees Retirement Association committee meetings; the Sonoma County Transportation Authority meeting, the Sonoma County Water Agency Sonoma Salt Marsh Restoration opening; and will attend the State Seismic Safety Commission meeting on September 12th.

III. CONSENT CALENDAR

(Items 1 through 39)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 6)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution proclaiming September as National Preparedness Month for Sonoma County and commemorating the sacrifices and heroic actions on September 11, 2001. (Fire and Emergency Services)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No 13-0330

2. Adopt a Gold Resolution proclaiming the week of September 15-21, 2013 as Pollution Prevention Week and the week of September 21-29, 2013 as Creek Week in Sonoma County. (County-wide)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No 13-0331

3. Adopt a Gold Resolution proclaiming September 28, 2013 Russian River Clean-Up Day. (Fourth and Fifth Districts)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No 13-0332

PRESENTATIONS AT DIFFERENT DATE

4. Adopt a Gold Resolution proclaiming September 22-28, 2013, as "Fall Prevention Awareness Week" in Sonoma County. (Human Services)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No 13-0333

CONSENT CALENDAR (Continued)

5. Adopt a Gold Resolution honoring and acknowledging the Petaluma Leghorns for their second place finish in the Championship Game of the 2013 American Legion World Series. (Second District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No 13-0334

6. Adopt a Gold Resolution honoring the life and career of State Senator Pat Wiggins. (County-wide)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No 13-0335

COMMUNITY DEVELOPMENT COMMISSION

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

AND

BOARD OF SUPERVISORS

7. Approve revisions to County Fund for Housing Funding Policies and Sonoma County Community Development Commission Loan Policies to clarify and streamline administration and provide additional flexibility in certain temporary hardship cases in order to develop and preserve affordable housing in the County.

Board Action: Approved as Recommended

UNANIMOUS VOTE

SONOMA COUNTY WATER AGENCY

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

8. Authorize the Chair to execute the first amended agreement with New Ways to Work in an amount not to exceed \$87,400, expanding the scope of work to include design and implementation of the 2013 and 2014 Sonoma County Youth Ecology Corps programs and to support design and assistance with a similar program and extending the agreement term by one year, for a new not-to-exceed agreement total of \$212,200 and end date of September 30, 2014.

Board Action: Approved as Recommended

UNANIMOUS VOTE

9. Authorize the Chair to execute a funding agreement with Sonoma Ecology Center for a low impact development demonstration project, that will feature stormwater retention and groundwater recharge elements in Sonoma Garden Park, in the amount of \$115,000; agreement terminates on December 31, 2015. (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE



CONSENT CALENDAR (Continued)

10. Authorize the Chair to execute an agreement with City of Santa Rosa for joint funding and implementation of creek stewardship program to meet National Pollutant Discharge Elimination System requirements for the amount of \$486,000; agreement terminates on June 30, 2019. (First, Third, Fourth, and Fifth Districts)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

11. Authorize the General Manager to execute agreements with Carole Mascherini for acquisition of real property rights for the Dry Creek Habitat Enhancement Demonstration Project Phase Two in the form provided to the Board for \$97,000 and authorize the General Manager to execute any other documents and pay any ancillary costs necessary to close the transaction (APNs 090-190-030 & 031). (Fourth District)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

12. Adopt a Resolution authorizing the Auditor-Controller Treasurer-Tax Collector to establish a temporary fund transfer for Gold Ridge Resource Conservation District in an amount up to \$750,000.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Approved by Resolution No 13-0336

BOARD OF SUPERVISORS

13. Disbursement of Fiscal Year 2013-14 Advertising Funds (Fourth District) - Approve Advertising Program grant awards and authorize the County Administrator to execute contracts with the following entities for advertising and promotions activities for Fiscal Year 2013-14: Cloverdale Arts Alliance for "Sculpture Trail" promotions (\$1,000); Friday Night Live at the Plaza (\$1,200); Cloverdale Performing Arts Center, Inc. (\$6,500); and Geyserville Chamber of Commerce for costs associated with new office space to be open to visitors and tourists (\$5,000).

Board Action: Approved as Recommended  
UNANIMOUS VOTE

14. 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 entities for advertising and promotions activities for Fiscal Year 2013-14: Law Enforcement Chaplaincy of Sonoma County, Tour de Fuzz event, grant award of \$500; Sonoma County Book Festival, Book Festival 2013 event, grant award of \$500.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

15. Appoint Deputy Director of Engineering and Construction, Dewayne Starnes, as Interim Director of Permit and Resource Management, effective September 1, 2013.  
Board Action: Approved as Recommended  
UNANIMOUS VOTE

COUNTY ADMINISTRATOR  
AND  
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT  
SONOMA COUNTY WATER AGENCY  
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

16. Adopt a Concurrent Resolution establishing Fiscal Year 2013-14 appropriation limits for County and Board of Supervisors-Governed Special Districts, County Service Areas, other Board of Supervisors-Governed Agencies, Agricultural Preservation and Open Space District, and Sonoma County Water Agency.  
Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution No 13-0337

COUNTY ADMINISTRATOR  
AND  
COMMUNITY DEVELOPMENT COMMISSION  
SONOMA COUNTY WATER AGENCY  
(Directors/Commissioners: Gorin, Rabbitt, Zane, McGuire, Carrillo)

17. Accept Fiscal Year 2012-13 Year End Report and ratify close of books and adopt a Concurrent Resolution approving budgetary adjustments. (4/5 vote required)  
Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution No 13-0338

COUNTY COUNSEL

18. Adopt a Resolution approving the Conflict of Interest Code of the Sonoma Clean Power Authority.  
Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution No 13-0339

CLERK-RECORDER-ASSESSOR

19. Adopt a Resolution authorizing the City of Rohnert Park to consolidate elections, as allowed by Elections Code §10402 for the November 5, 2013 election. (Second and Third Districts)  
Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution No 13-0340

CONSENT CALENDAR (Continued)

GENERAL SERVICES

20. Authorize the General Services Director to execute an amendment to the agreement for professional services with Management Partners for real estate services, to increase the funding by \$25,000, for a total agreement of \$120,000 through January 9, 2014.

Board Action: Approved as Recommended

UNANIMOUS VOTE

GENERAL SERVICES / CLERK-RECORDER-ASSESSOR

21. Authorize the General Services Director to execute lease amendments for Clerk-Recorder-Assessor warehouse space with: (A) the Linda Chambers Bianchi Survivor's Trust, for approximately 3,029 sq. ft. of storage space at 3343 Industrial Drive, Santa Rosa to: 1) extend the respective terms through June 30, 2014; 2) increase the monthly payments by 1%; and 3) provide for discretionary termination of the lease; and (B) Michael and Sheila Biaggi, for approximately 3,029 sq. ft. of storage space at 3345 Industrial Drive, Santa Rosa, in order to: 1) extend the respective terms through June 30, 2014 at the current monthly rate; and 2) add options to extend the lease term annually, for up to three years at no additional cost. (Third District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

GENERAL SERVICES / HEALTH SERVICES

22. Authorize the General Services Director to execute lease renewals for Department of Health Services offices with Veale Investment Properties, located within Suite B, at 16390 Main Street, Guerneville, California for: (A) approximately 583 sq. ft. of office space for Women Infants & Children program services to: 1) extend the term of the lease through November 30, 2016; and 2) initially decrease the monthly payments 5%, then annual increases of 3% effective December 1, 2013, and 3) add options to extend the lease term for two additional years; and (B) approximately 1,748 sq. ft. of office space for Driving Under the Influence program services; 1) extend the term of the lease through October 31, 2016; 2) initially decrease the monthly payments 4%, then annual increases of 3% effective November 1, 2013, and 3) add options to extend the lease term for two additional years. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

HEALTH SERVICES

23. Authorize the Director of Health Services to accept a matching grant award of \$450,000 for the CARES Plus Program from First 5 California; and Authorize the Director of Health Services to execute an agreement with the Sonoma County Office of Education to administer the CARES Plus Program for the period October 1, 2013 through June 30, 2016, in an amount not to exceed \$1,570,500.

Board Action: Approved as Recommended

UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

24. Authorize the Director of Health Services to execute an agreement with John Strathman, DVM for veterinary services in the County animal shelter for the period September 14, 2013 to June 30, 2016 in an amount not to exceed \$334,969.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

25. Adopt a Resolution authorizing endowment of a 2002 Chevrolet van and a 2003 Eldorado bus to Community Action Partnership for use in providing transportation and outreach to the community.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Approved by Resolution No 13-0341

26. Authorize the Director of Health Services to execute the first amendment to an agreement with Robert Rowan-Herzog, for specialized pediatric physical therapy services, increasing the contract by \$25,000 resulting in a new total not to exceed amount of \$49,900 and extending the term from December 31, 2013 to June 30, 2014.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

HUMAN RESOURCES

27. Adopt a Resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the Sonoma County Public Defender Investigators' Association (SCPDIA) for the period of September 10, 2013 through December 15, 2015.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Approved by Resolution No 13-0342

NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

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

28. Adopt a Resolution authorizing the Air Pollution Control Officer to execute three funding agreements for bus retrofits, between Northern Sonoma County Air Pollution Control District and Healdsburg Unified School District; Projects: "DMV Moyer 1314-01," "DMV Moyer 1314-02," and "DMV Moyer 1314-03" (each agreement not to exceed \$20,000 for a total not to exceed \$60,000).

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Approved by Resolution No 13-0343

PROBATION

29. Adopt a Resolution authorizing the Chief Probation Officer, on behalf of the Board, to accept grant funding in the amount of \$244,617 for the Evidence-Based Practice to Improve

CONSENT CALENDAR (Continued)

Item #29 Continued

Public Safety program and to sign the Grant Agreement with the Board of State and Community Corrections.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No 13-0344

SHERIFF'S OFFICE

30. Approve and authorize the Sheriff to submit the 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application CFDA #16.738 for the County of Sonoma and execute JAG Program award documents with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$41,895.

Board Action: Approved as Recommended

UNANIMOUS VOTE

31. Authorize the Sheriff to execute the agreement for internal affairs case management system and support services with On Target Performance Systems for the term September 11, 2013 to September 10, 2018 in an amount of \$56,150.

Board Action: Approved as Recommended

UNANIMOUS VOTE

MISCELLANEOUS

32. Approval of Minutes - (A) Minutes of the Meeting of August 13, 2013 for the following: Community Development Commission, South Park County Sanitation District, Sonoma County Water Agency, and the Board of Supervisors; (B) Minutes of the Meeting of August 20, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, In-Home Supportive Services Public Authority, Northern Sonoma County Air Pollution Control District, Sonoma County Public Financing Authority, Sonoma County Water Agency, and Board of Supervisors; and (C) Minutes of the Special Meeting of August 23, 2013 of the Board of Supervisors; and (D) Minutes of the Special Meeting of September 3, 2013 of the Board of Supervisors.

Board Action: Approved as Recommended

UNANIMOUS VOTE

APPOINTMENTS/REAPPOINTMENTS

(Items 33 through 39)

33. Adopt a Resolution appointing nominees to the office of Director for the following districts: Cazadero Community Services, Graton Community Services, Occidental Community Services, Bennett Valley Fire Protection, Glen Ellen Fire Protection, Schell-Vista Fire Protection, Bodega Bay Public Utility, Camp Meeker Recreation and Park, Monte Rio Recreation and Park, Russian River Recreation and Park, Forestville County Water, North Bay Water, North Main Water, Russian River County Water, Sonoma Mountain County Water, and Timber Cover County Water. (Clerk-Recorder-Assessor)

CONSENT CALENDAR (Continued)

Item #33 Continued

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No 13-0345

34. Reappoint Stephen M. Beckwith and James Brush as regular members of the Assessment Appeals Board for a term of three years beginning September 2, 2013 through September 1, 2016. (County-wide)

Board Action: Approved as Recommended

UNANIMOUS VOTE

35. Reappoint John Nagle to the Agricultural Preservation and Open Space District Advisory Committee from March 19, 2013 through March 19, 2015. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

36. Appoint Jacqueline Perlmutter to the Alcohol and Drug Problems Advisory Board for a term of two years beginning September 10, 2013 to September 9, 2015. (Second District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

37. Reappoint Trey Dunia to the Alcohol and Drug Problem Advisory Board from August 18, 2013 through August 18, 2016. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

38. Reappoint Kevin McConnell to the Alcohol and Drug Problem Advisory Board from April 24, 2013 through April 24, 2016. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

39. Reappoint Pattie Heisser to the Commission on the Status of Women from August 16, 2013 through August 16, 2015. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

IV. REGULAR CALENDAR (Items 40 through 42)

TRANSPORTATION AND PUBLIC WORKS

40. Sonoma County Airport Runway Safety Improvement Project Mitigation -

- (A) Issue and to authorize the Chair by Resolution to execute three Grant Anticipation notes, not to exceed \$24,000,000 in total, to provide temporary cash flow for the Charles M. Schulz Sonoma County Airport Runway Safety Improvement Project. (Fourth District)
- (B) Authorize the Airport Manager to: (1) execute four agreements, totaling \$6,699,285, for purchase of conservation acreage for mitigation relating to the Charles M. Schulz Sonoma County Airport Runway Safety Improvement Project; and (2) execute Amendment #2, adding \$475,000 for a new total of \$1,515,000 and a two-year payment option, to the December 10, 2012 Agreement between the County of Sonoma and the Alton Preserve; and (3) execute other documents for purchase of these mitigation credits for the Runway Safety Improvement Project.

9:27 A.M.

Present: Jon Stout, Airport Manager

Speaker:

Bob Haroche

Board Action: Approved as Recommended

UNANIMOUS VOTE

Action A Approved by Resolution Nos. 13-0346, 13-0347, 13-0348

HEALTH SERVICES

41. Affordable Care Act Implementation Update -

- (A) Receive update on Sonoma County Implementation of the Patient Protection and Affordable Care Act;
- (B) Adopt a Resolution effective September 10, 2013 adding 25.15 Full Time Equivalent positions as detailed in the attached resolution - Department of Health Services;
- (C) Authorize the Director of Health Services to execute Blue Shield of California Foundation Grant Agreement Number 8571551 to receive revenue from the Blue Shield of California Foundation for the period July 1, 2013 through June 30, 2014 to provide insurance enrollment assistance in an amount not to exceed \$100,000.
- (D) Authorize the Director of Health Services to execute an agreement with Redwood Community Health Coalition to provide health insurance enrollment assistance services for the period July 1, 2013 through June 30, 2014, in an amount not to exceed \$30,000.

REGULAR CALENDAR (Continued)

Item #41 Continued

9:43 A.M.

Present: Rita Scardaci, Health Services Director; Tammy Chandler, Health Services Assistant Director; Jerry Dunn, Human Services Department Director; Marcia Chadbourne, Human Resources Department Risk Manager

Speakers:

Steven Ramsland, Redwood Community Health Coalition Chief Executive Officer  
Pedro Toledo, Redwood Community Health Coalition  
Dr. Lynn Silver Chalfin, Sonoma County Health Officer

11:10 A.M. Supervisor Zane exited the meeting

11:13 A.M. Supervisor Zane rejoined the meeting

Board Action: Approved as Recommended

UNANIMOUS VOTE

Action B approved by Resolution No. 13-0349

11:26 A.M. The Board recessed

11:40 A.M. The Board reconvened

NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

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

42. Approve interim policy for evaluating and issuing Greenhouse Gas Reduction Credits.

11:40 A.M. Present: Barbara Lee, Air Pollution Control Officer

Board Action: Approved as Recommended

UNANIMOUS VOTE

11:46 A.M. The Board recessed to closed session.



V. CLOSED SESSION CALENDAR (Items 43 through 52)

2:10 P.M. Counsel Goldstein reported on Closed Session Items #43-52.

43. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Pending Litigation - Name of Case: Hollynn Delil v. County of Sonoma, U.S. Northern District Court Case No. C13-0423(Govt. Code Section 54956.9 (d)(1)).

Direction was given to counsel and staff.

44. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Pending Litigation - Name of Case: Steven Mezzanato v. County of Sonoma; Workers' Compensation Appeals Board Nos. ADJ2049714 (SFO0482645), ADJ4173317 (SFO0482954) (Govt. Code Section 54956.9 (d)(1)).

Board Action: Approve and accept the Findings and Award issued by Workers' Compensation Appeals Board Judge Johnson as to Steven Mezzanato's injuries of September 24, 2001 and March 13, 2004, with direction to the Risk Manager to proceed with payment in the amount of \$611,439.

UNANIMOUS VOTE

45. The Board of Commissioners of the Community Development Commission will consider the following in closed session: Conference with Real Property Negotiator - Property: 17301 Hwy. 12, Sonoma, California 95476, APN 056-201-066; Agency Negotiator: Kathleen H. Kane, Executive Director, Community Development Commission; Negotiating Parties: Optionee - Sonoma County Community Development Commission; Optionor - Celestina Vailetti and Marco Vailetti, Successor Trustees of the Vailetti Family Living Trust dated July 5, 1995. Under Negotiation: Terms and conditions of potential exercise of right of first refusal on property (Govt. Code Section 54956.8).

Board Action: The Board voted not to exercise the right of first refusal regarding the purchase of the property located at 17301 Hwy. 12, Sonoma, California 95476, APN 056-201-066.

UNANIMOUS VOTE

46. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: Citizens Advocating for Roblar Rural Quality v. County of Sonoma et al., Sonoma County Superior Court, SCV 248943 (Govt. Code Section 54956.9(d)(1)).

Board Action: Approve a settlement agreement whereby real party interest Mr. Barella pays the Citizens Advocating for Roblar Rural Quality attorney's fees of \$170,000 with continued indemnity to the County with various contingencies regarding future events in the case.

UNANIMOUS VOTE

47. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Anticipated Litigation or Significant Exposure to Litigation - Name of Case: Ronald Lisher (Govt. Code Section 54956.9 (b)(1)).

Direction was given to counsel and staff.

CLOSED SESSION CALENDAR (Continued)

48. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Initiation of Litigation (Govt. Code Section 54956.9(d)(4)).

Direction was given to counsel and staff.

49. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Initiation of Litigation (Govt. Code Section 54956.9(d)(4)).

Direction was given to counsel and staff.

50. 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, Citizen Suit Action under the Federal Clean Water Act (Govt. Code Section 54956.9 (d)(1)).

Board Action: Approve a settlement agreement whereby there be mitigation payments in the amount of \$48,000 to the Rose Foundation, \$49,000 for attorney's fees and cost, and \$8,500 for compliance and oversight costs.

UNANIMOUS VOTE

51. 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)).

Withdrawn

52. The County of Sonoma Board of Supervisors will meet in closed session for the following: Public Employee Appointment: Permit and Resource Management Department Head. Agency Negotiator: Wendy Macy, Director of Human Resources and Roberts Consulting Group (Govt. Code Section 54957).

Direction was given to staff.

VI. REGULAR AFTERNOON CALENDAR (Items 53 through 57)

2:10 P.M. – Reconvene from Closed Session

Supervisors Present: Susan Gorin, David Rabbitt, Mike McGuire, Efren Carrillo

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

2:14 P.M. Supervisor Zane joined the meeting

53. Report on Closed Session.

2:10 P.M. Counsel Goldstein reported on Closed Session Items #43-52.

54. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA (Comments are restricted to matters within the Board jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting.)

2:12 P.M. Public Comment Opened

Karen Fraser  
Thomas D Bonfigli  
Alice Chan  
Michael Tebo  
Lois Stupple  
Thomas Morabito  
Lee Leibrock  
Craig Harrison  
Steve Soldis  
Karen Adelson  
Ken Adelson  
Vickie Brown  
Judith Iam  
Peter Tscherneff  
Marilee Jensen  
Magick Altman  
Colleen Fernald  
Maureen DeVoe  
Richard Hannan  
Mary Morrisson  
John Jenkel  
Bill Halyzalk  
Marcia Vas d'Apres

2:58 P.M. Public Comment Closed

REGULAR AFTERNOON CALENDAR (Continued)

2:51 P.M. Supervisor Zane left the meeting

2:54 P.M. Supervisor Zane joined the meeting

55. Permit and Resource Management Department: Review and possible action on the following:
- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
  - b) Acts and Determinations of Project Review and Advisory Committee
  - c) Acts and Determinations of Design Review Committee
  - d) Administrative Determinations of the Director of Permit and Resource Management

2:58 P.M.

No Acts or Determinations were acted on or reviewed.

2:59 P.M. David Hurst, Deputy County Counsel, joined the Board replacing Counsel Goldstein

PERMIT AND RESOURCE MANAGEMENT

56. ORD11-0005 - (ALL DISTRICTS)
- a) APPLICANT: N/A
  - b) LOCATION: Various
  - c) ASSESSOR'S PARCEL NO.: Various
  - d) ENVIRONMENTAL DOCUMENT: Negative Declaration
  - e) REQUEST: Conduct public hearing on the proposed changes to the General Plan and Zoning Code to enable Renewable Energy and approve the following as recommended by the Planning Commission: (A) Adopt a Resolution adopting a Negative Declaration and amending the General Plan Open Space and Resource Conservation Element to allow commercial renewable energy systems in agricultural and resource areas; and (B) Adopt an Ordinance making changes to the Zoning Code to allow Renewable Energy systems and facilities at appropriate scale in various zoning districts.

2:59 P.M.

Present: Jane Riley, Project Planner, Permit and Resource Management Department; Jennifer Barrett, Deputy Director Planning, Permit and Resource Management Department; and Debbie Latham, Deputy County Counsel

3:53 P.M. Public Hearing Opened

Bob Anderson  
John Lloyd  
Dennis Rosatti  
Terry Harrison  
Carolyn Harrison  
Rue Furch  
Bill Smith

REGULAR AFTERNOON CALENDAR (Continued)

Item #56 Continued

Susan Kirks  
Bill Kortum  
Dale Roberts  
Geof Syphers

4:27 P.M. Public Hearing Closed

Board Action: Adopt a Resolution Adopting a Negative Declaration and Amending General Plan Policy OSRC-15d With Minor Clarifications Recommended By Staff At The Meeting.

UNANIMOUS VOTE

Approved by Resolution No. 13-0350

Board Action: Adopt an Ordinance Adopting Changes to Chapter 26 of the Sonoma County Zoning Code for Renewable Energy By Amending Uses Allowed in Zoning Districts, Establishing General Development and Special Use Standards For Renewable Energy Systems And Facilities, Adding A Renewable Energy Combining District, Adding To The Existing Density Bonus Program, Providing For Reduced Parking Incentives And By Adoption Of Definitions With Changes To Exhibit C "Allowed Uses and Permit Requirements For Renewable Energy Systems And Facilities" To Not Allow Commercial Facilities In The Agricultural And Resource Zones (LIA, LEA, DA Or RRD) Unless A Rezone To Add The Renewable Energy Combining Zone Is Applied.

The Board gave further direction to review the Ordinance in 3 to 5 years or sooner if technical corrections are required.

UNANIMOUS VOTE

Approved by Ordinance No. 6046

57. ADJOURNMENTS

5:06 P.M. The Board adjourned the meeting in memory of Jim Rowe, Mike Panas, and Susan Devoto. The meeting was adjourned to September 17, 2013 at 8:30 A.M.

Respectfully submitted,

Michelle Arellano, Chief Deputy Clerk of the Board



## County of Sonoma Agenda Item Summary Report

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

### Agenda Item Number: 24

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

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

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Sheri J. Emerson, 565-7358

**Supervisorial District(s):**

1

**Title:** East Slope Sonoma Mountain Trail Plan

### Recommended Actions:

Adopt a resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District (District)

1. Adopting an Initial Study/Mitigated Negative Declaration for the Trail Project;
2. Approving plans and specifications for construction of the East Slope Sonoma Mountain Trail Project (Trail Project);
3. Approving contractor minimum qualification requirements and authorizing District staff to solicit bids for the Trail Project (Phase 1); and
4. Making certain findings, waiving competitive bidding requirements, and awarding a contract for construction of Phase 2 to Sonoma County Trails Council, for an amount not-to-exceed \$9,500.

### Executive Summary:

#### EAST SLOPE SONOMA MOUNTAIN RIDGE TRAIL DESIGN

This Project represents the culmination of many years of collaboration among many agencies, funders, nonprofit partners, volunteers, and landowners to create an outdoor recreational experience unique to the East Slope of Sonoma Mountain. As described in the District's 2012-2015 Work Plan the East Slope Sonoma Mountain Ridge Trail Project ("Project") will complete a portion of the Bay Area Ridge Trail by extending the existing trail by 6800 linear feet from Jack London State Park to a small loop at a private property owned by the Eliot Trust. The trail will cross two private properties and one property held in fee by the District. The Trail will connect with Jack London State Historic Park and ultimately to Petaluma Adobe State Park, the North Slope Sonoma Mountain Ridge Trail and other publicly-held lands.

(Attachment 1). The required trail easements over private lands are or will be held by the District prior to commencement of construction. The District-owned portion of the Project is included in the District's

Fee Lands Strategy as a Tier 2 property. Ultimately, this property is anticipated to become part of the adjacent Jack London State Park.

The trail is designed as a sustainable, low-cost, and low-maintenance project. The trail design was completed by the Sonoma County Trails Council under contract to the District, supported in part by a \$55,000 planning grant from the Conservancy and Ridge Trail Council. This planning grant has also assisted with the preliminary development of an operation and maintenance plan for the Project, which will be finalized in the coming months and presented to your Board for approval.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT**

The District has conducted an Initial Study of potential resource impacts associated with the Project. Resource areas to assess were taken from Appendix G of the CEQA Guidelines. Analyses of potential impacts and mitigation are found in the Initial Study (I.S.), which identified less-than-significant effects on:

- Aesthetics
- Biological Resources
- Cultural Resources
- Hydrology and Water Quality

No potentially significant impacts that could not be avoided or mitigated to a less-than-significant level were identified, so a draft Mitigated Negative Declaration (M.N.D.) was prepared. Mitigation measures included in the M.N.D. have been included in the Project's construction contract specifications and will be incorporated into the operation and maintenance plan for the East Slope Segment of the Sonoma Mountain Ridge Trail. Staff will return with the operation and maintenance plan for adoption by your Board prior to opening the trail. If the M.N.D. is adopted by your Board, and the Project is approved, staff will file a Notice of Determination.

### **PROJECT HISTORY**

In 1995, the District acquired a conservation easement (including an offer to dedicate a trail) over the Frieberg and Henshaw properties, now owned by Mr. Hal Arbit. In 1997, the District acquired a conservation easement over the McCrea property, now owned by the Maria Hansen Trust. In 1999, the District acquired a conservation easement over a portion of the Sonoma Developmental Center, and the underlying fee-title was subsequently transferred as an addition to Jack London State Park. In 2004, a conservation easement was donated to the District by Pat and Ted Eliot. And, in 2010, approximately 22 acres of land adjacent to Jack London State Park was conveyed in fee by Maria Hansen Trust to the District through a settlement agreement. At that time, a new trail easement also was secured across Mr. Arbit's property.

These actions demonstrate the District's long-standing commitment to this trail vision, which is now closer than ever to becoming a reality. Current interest from local nonprofits and volunteers in completing the Project presents a unique opportunity for the District to facilitate the construction phase of the Project in a cost-effective and community-based manner.

## **CONSTRUCTION BID PROCESS**

Construction of the trail is proposed to be accomplished in two phases:

- Phase 1: A Class-A licensed contractor will complete the rough grading and rock work along approximately 6100 linear feet of the trail alignment, using small mechanized equipment. This phase is anticipated to take approximately 21 working days. The cost estimate for construction of Phase 1 is \$49,525.
- Phase 2: A volunteer workforce, coordinated by Sonoma County Trails Council, will complete the trail surface finish work and complete the additional 700 linear feet of trail alignment work. This phase is anticipated to take up to 25 workdays. Assuming 2-3 workdays per month, the completion of the trail will take about 8-10 months. Upon completion of Phase 2, the trail would be ready for use. Using volunteer labor, the cost estimate of construction of Phase 2 is \$19,500. The Sonoma County Trails Council has been awarded a \$10,000 grant from R.E.I., Inc. for the construction of this project; therefore, the District's contribution for Phase 2 would not exceed \$9,500.

Volunteers are capable of fully performing the Phase 2 work, which is less technical, but very labor intensive. Volunteer crews will be mobilized, trained, and supervised by Sonoma County Trails Council crew leaders to undertake tasks such as raking, planting, rock placement, smoothing and compacting of trail surfaces, installing erosion control, and trimming brush as needed. The only mechanized equipment required for Phase 2 is a powered barrow to haul rock and a soil compactor. The Sonoma County Trails Council will provide this equipment, as well as the hand tools needed for the work, such as shovels, rock bars, rakes and pruning saws.

The estimated capital construction cost for Phase 2 of the Project is \$36,816 if it is implemented using a paid trail construction crew. The Phase 2 work could be let to bid with the Phase 1 work. However staff recommends that your Board exclude this scope of work from the competitive bid process because this work can be performed by volunteers, resulting in substantial savings to the District. Specifically, staff expect that use of volunteers for this work will save more than \$27,000, or almost seventy-five percent (75%) of the cost of the unbid work. Where competitive bidding would not produce an advantage to the District and advertisement for bids would therefore be undesirable and impractical, the Board may waive competitive bidding. (*Graydon v. Pasadena*, 104 Cal.App.3d 631.) In this case, the District is certain not to receive competitive bids for less than \$9,500 for the Phase 2 work. Therefore, competitive bidding would not produce an advantage to the District. As such, this Board may find that advertisement for bids the Phase 2 work is undesirable and impractical, and the Board may waive competitive bidding.

## **MINIMUM QUALIFICATIONS FOR PHASE 1 CONSTRUCTION**

Back-country trail construction requires a unique set of skills and equipment designed for steep slopes, small corridors, and non-standard construction techniques. In the case of the East Slope Ridge Trail Project, the contractor has to be able to construct rock walls and other structures primarily using special equipment, hand crews and tools. Therefore, the successful bidder must meet minimum qualifications set forth in the bidding documents. These qualifications include:



- Contractor must have a General Engineering “A” license.
- Contractor must have completed at least three trail projects of a similar nature and complexity in the last ten years, each with a contract dollar amount of at least \$100,000. For a project to be considered of similar nature and complexity, it must have involved construction of full bench cut trails 3- to 4-feet wide in native soils primarily using hand tools and crews in remote areas and steep terrain inaccessible to large motorized equipment.
- In addition, the Contractor must have demonstrated experience in the following areas in at least one of the similar projects listed:
  - Trails involving rock excavation and hauling rock using power carriers with a maximum width of 3 feet for dry stone masonry work, such as rock retaining walls and steps.
  - Trails involving rock creek crossings that have withstood flood conditions.

Upon Board approval, staff will solicit bids for construction with assistance from the Architect’s Office. The District will return to your Board later in 2013 to award the construction contract.

**FUTURE OPERATIONS AND MAINTENANCE**

The General Manager recommends negotiating an operations and maintenance agreement with the Valley of the Moon Natural History Association (V.M.N.H.A.), which is currently managing Jack London State Park. V.M.N.H.A. has expressed an interest in performing these services for little to no cost to the District. A detailed O&M budget will be presented to the Board when the District brings the negotiated agreement back for execution at a later date. Pursuant to an operating agreement with the State of California, V.M.N.H.A. is charged with the daily operation and maintenance of the adjacent Jack London State Park through at least 2017. Exploration of this partnership is desirable because V.M.N.H.A. could operate the East Slope trail as part of the adjacent Jack London State Park.

**CONSISTENCY WITH 2020 SONOMA COUNTY GENERAL PLAN**

Construction of the East Slope Trail is consistent with the 2020 Sonoma County General Plan. Specific General Plan goals this project supports include:

- Preserving important biotic resource areas and scenic features with consistent uses and intensities. (L.U.-10)
- Retaining the largely open, scenic character of important Scenic Landscape Units. (O.S.R.C.-2)
- Protecting and enhancing the county’s natural habitats and diverse plant and animal communities. (O.S.R.C.-7)
- Establishing a county-wide park and trail system that meets future recreational needs of the county’s residents while protecting agricultural uses, with an emphasis on trails near urban areas and on public lands. (O.S.R.C.-17)

**Prior Board Actions:**

In 1997, the Board approved purchase of a Conservation Easement over the 287 acre McCrea (now Maria Hansen Trust) property. In 2004, the District accepted the donation of a conservation easement over the Eliot property, totaling 71 acres. In March of 2010, approximately 22 acres of the Maria Hansen Trust property was conveyed in fee to the District through settlement agreement.

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

The project will result in a recreational backcountry trail connected to Jack London State Park, and

completes a segment of the Bay Area Ridge Trail. The trail will be maintained through an agreement with the Valley of the Moon Natural History Association, in a manner consistent with the management of the Park. Trail users will be able to enjoy expansive views of the County from the East Slope of Sonoma Mountain.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 59,025		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 59,025
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 59,025</b>	<b>Total Sources</b>	<b>\$ 59,025</b>

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

Phase 1. Estimated value of construction contract is \$49,525. At this time the District is seeking permission to solicit bids, and will return to your Board for award of the contract in October.

Phase 2. Volunteer coordination contract with Sonoma County Trails Council, not to exceed \$9,500. District is requesting a waiver of the bidding requirement for this phase, and approval of this 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:**

1. Map of Trail Alignment and Surroundings
2. Resolution

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

1. CEQA Initial Study and Mitigated Negative Declaration
2. Trail Design Document
3. Project Manual (including plans and specifications for Phase 1 construction)
4. Contract with Sonoma County Trails Council for Phase 2 construction (including plans and specifications for Phase 2 construction)



County of Sonoma  
State of California

---

Date: September 24, 2013

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

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

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4/5 Vote Required

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**Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District (“District”) Adopting a Mitigated Negative Declaration for the East Slope Sonoma County Ridge Trail Project (“Project”) Pursuant to the California Environmental Quality Act; Determining that the Project is consistent with the 2020 Sonoma County General Plan; Approving Plans and Specifications for the Project; Approving Contractor Minimum Qualification Requirements; Authorizing Staff to Solicit Bids for Phase 1 of the Project; and Approving an Agreement with the Sonoma County Trails Council for the Construction of Phase 2 of the Project without Competitive Bidding.**

**Whereas**, the East Slope Segment of the Sonoma Ridge Trail (“Project”) is a proposed 1.3-mile natural surface trail that will comprise a part of the Bay Area Ridge Trail by extending the existing Sonoma Ridge Trail in Jack London State Historic Park; and

**Whereas**, the Project furthers goals in the Land Use and Open Space and Resource Conservation Elements of the 2020 Sonoma County General Plan in that it will preserve important biotic resource areas and scenic features with consistent uses and intensities retaining the largely open, scenic character of important Scenic Landscape Units; protect and enhance the County’s natural habitats and diverse plant and animal communities; and establish a countywide park and trail system that meets future recreational needs of the County’s residents, while protecting agricultural uses with an emphasis on trails near urban areas and on public lands; and

**Whereas**, the District posted a Notice of Intent to adopt a Mitigated Negative Declaration for thirty (30) days at the County Clerk’s office, notified the public that the document was available for public review, and complied with all requirements of C.E.Q.A. and State and local guidelines; and

**Whereas**, no comments were received during the public review period; and

**Whereas**, the Board has considered the Initial Study and Mitigated Negative Declaration and finds that there is no substantial evidence in the record that the project as mitigated will have a significant effect on the environment; and

Resolution #

Date:

Page 2

**Whereas**, the Project is designed to be constructed in two phases, as more thoroughly described in the plans and specifications on file with the Clerk; the first phase consists of a rough-cut of the trail tread using motorized trail building equipment ("Phase 1"); the second phase consists of finishing work using hand tools ("Phase 2"); and

**Whereas**, pursuant to Public Resources Code section 5594, the District must solicit competitive bids for the construction contract for the Project because the cost for a licensed contractor to perform the work is estimated to be approximately \$86,000; and

**Whereas**, this Board desires to support sustainable, low-cost approaches to stewardship of District properties and, in furtherance of this goal, this Board supports the engagement of volunteers to the maximum extent practicable; and

**Whereas**, Phase 1 of the Project consists largely of grading work using heavy machinery and, due to the specialized nature of this work, staff recommend this scope be accomplished by a licensed contractor rather than by volunteers; and

**Whereas**, Phase 2 of the Project is very labor-intensive but less technical than Phase 2, involving tasks such as raking, planting, rock placement, smoothing and compacting of trail surfaces, installing erosion control, and brush trimming, and none of these tasks require a State contractor's license; and

**Whereas**, the Sonoma County Trails Council ("Trails Council") has offered to enter into an agreement with the District, pursuant to which it would train and supervise volunteer crews to complete the Phase 2 work over a period of eight to ten months for an amount not to exceed \$9,500;

**Whereas**, the proposed agreement with the Trails Council to perform Phase 2 of the work is estimated to save the District more than \$27,000 because the cost for this work to be performed by paid crews is estimated to be approximately \$36,800; and

**Whereas**, to provide for ongoing operation and maintenance of the Project, staff recommend pursuit of an agreement with Valley of the Moon Natural History Association, which currently provides these services at Jack London State Historic Park.

**Now, Therefore, Be It Resolved that:**

1. **Incorporation of Recitals.** The foregoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. **California Environmental Quality Act.** The Mitigated Negative Declaration for the East Slope Segment of the Sonoma Mountain Ridge Trail Project is adopted. The Board certifies that the Mitigated Negative Declaration has been completed, reviewed, and considered in compliance with C.E.Q.A. and State and local guidelines, and finds that the Mitigated Negative Declaration reflects the independent

Resolution #

Date:

Page 3

judgment and analysis of the Board. Mitigation measures included in the Mitigated Negative Declaration have been included in the Project's construction contract specifications and will be incorporated into the Operations and Management Plan for the East Slope Segment of the Sonoma Mountain Ridge Trail. The Project will not be opened to the public until the Operations and Management Plan has been adopted by this Board. The District's General Manager is directed to post and maintain a Notice of Determination for the Project pursuant to Public Resources Code section 21152.

3. **General Plan Consistence.** The Project is found to be consistent with the 2020 Sonoma County General Plan.
4. **Approval of Plans and Specifications and Authorization to Solicit Bids.** The Project plans and specifications on file with the Clerk are approved and the General Manager is authorized and directed to solicit bids for construction of Phase 1 of the Project as therein described.
5. **Approval of Minimum Qualifications.** As to the contractor who will implement Phase 1 of the Project, the minimum qualifications as described in the bid documents on file with the Clerk are approved.
6. **No Advantage Bid Waiver.** For the above-described reasons, competitive bidding for Phase 2 of the Project would not produce an advantage to the District within the meaning of *Graydon v. Pasadena* [104 Cal.App.3d631] but would instead increase the cost of the Project. Advertisement for competitive bids for Phase 2 of the Project would therefore be undesirable and impractical and the Board hereby elects to contract for this work without competitive bidding.
7. **Delegation of Authority.** The General Manager is hereby authorized and directed to execute the Agreement with the Trails Council on file with the Clerk, pursuant to which Phase 2 of the Project will be implemented without competitive bidding.
8. **Validation.** The agreements authorized by this resolution are contracts within the definition of Government Code Section 53511 and, as such, any action challenging the validity of any or all of the contracts must be commenced within sixty (60) days of the adoption of this resolution pursuant to Section 863 of the Code of Civil Procedure.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

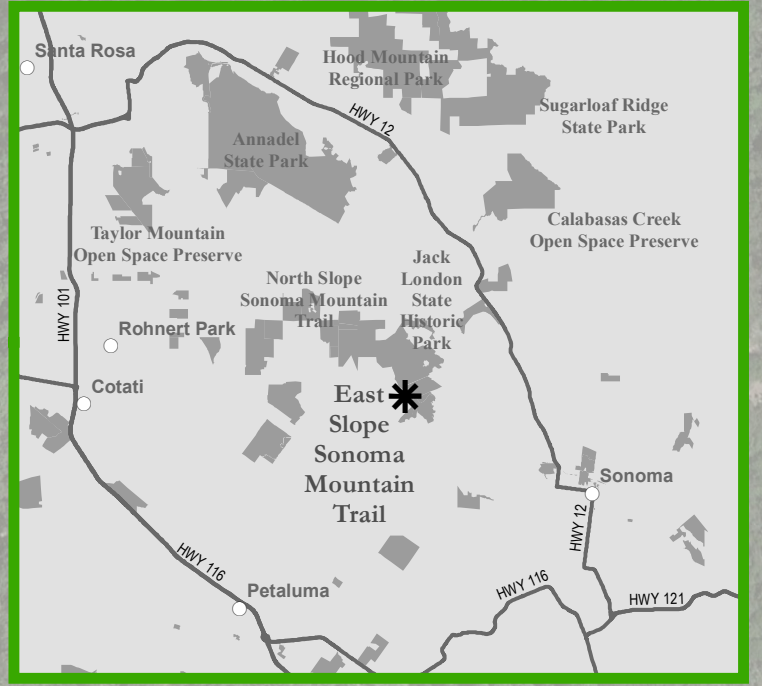
Noes:

Absent:

Abstain:

**So Ordered.**

Conservation Easement  
(Jack London State Park)



Trail Parcel  
(SCAPOS)

Conservation Easement  
(Arbit)

Conservation Easement  
(Eliot Trust)

Conservation Easement  
(Lupine Hill Partnership)

- Future Gate
- New Trail Segment
- - - Proposed Re-Route
- - - Old Trailbed
- - - Private Trail
- ++++ New Fence
- ++++ Permissible Fencing
- ++++ Existing Fence - Elliott
- Property Boundary

### East Slope Sonoma Mountain Ridge Trail Project Map

Map prepared by: Sonoma County Agricultural Preservation and Open Space District, August 8, 2013

Map Sources: Aerial Image: ESRI;  
Parcel Lines & Roads: County of Sonoma;  
Trail Segments & Fences: SCAPOS, Bay Area Ridge Trail.

This map is for illustrative purposes only and is not intended to be a definitive property description. Non-trail lands are masked out.

0 100 200 400 Feet





## 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 Commissioners

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Community Development Commission

**Staff Name and Phone Number:**

John D. Haig – 565-7508

**Supervisorial District(s):**

1<sup>st</sup>

**Title:** Agreement for Sale of Property – 16717 Sonoma Highway, Agua Caliente

### **Recommended Actions:**

Approve the Purchase Agreement for \$381,000 by and between the Sonoma County Community Development Commission, as seller, and Dan and Julie Kidson, as buyers, for the former Sheriff Substation property located at 16717 Sonoma Highway, Agua Caliente, and authorize and direct the Executive Director of the Commission to carry out all tasks necessary to comply with the terms of the Agreement and close escrow.

### **Executive Summary:**

On December 7, 2004, your Board approved Resolution No. 04-1151 authorizing the Sonoma County Community Development Commission (CDC), acting in its capacity as the former Sonoma County Community Redevelopment Agency, to purchase the former Sonoma Valley Sheriff Substation, located at 16717 Sonoma Highway in Agua Caliente, from the County for development into affordable or farm worker housing. The CDC purchased the property for \$420,000, its appraised value as of September 2004, using Low- and Moderate-Income Housing Fund (LMIHF) revenue from the Springs Redevelopment Project Area and acquired title upon completion of the new Sheriff Substation in November 2006. When the redevelopment agency was dissolved, the CDC retained ownership of the property in its capacity as governing body for the Sonoma County Housing Authority, which acquired all housing assets of the former redevelopment agency.

The property is located approximately ½ mile north of the former Springs Redevelopment Project Area. The site consists of a rectangular shaped parcel with a one story, small wood frame building containing 960 sq. ft. and a small shed on 1 acre. The property is zoned Rural Residential within a General Plan Scenic Corridor, and maximum density allowed of 2-acres per dwelling unit. Although a General Plan amendment, zone change, and special use permit could allow development of a multi-unit affordable or farm worker housing project on the site, the recorded Covenants, Conditions and Restrictions (CC&Rs)

on the property prohibit construction of more than 2 residential units on the site.

CDC staff contacted local affordable housing developers to determine their interest in developing 1 or 2 affordable or farm worker units on the property. All developers indicated a lack of interest in such a small project at this location.

On August 28, 2007, by Resolution No. 07-0707, your Board authorized and directed the Executive Director of the RDA to take actions necessary to dispose of the property in accordance with the California Community Redevelopment Law (CRL) and the State Surplus Lands Act, and to return to your Board for final approval of any agreement to sell or otherwise dispose of the property. Because the property was acquired with Redevelopment Agency LMIHF resources, the usual surplus property disposition procedures applicable to counties do not apply. The governing provisions of CRL, which continue to be applicable notwithstanding the dissolution of redevelopment agencies, due to the fact that the property was acquired with redevelopment low-mod housing funds, allow for a negotiated sale of the property, provided your Board approves the transaction following a public hearing. From 2007 through 2012, CDC staff made a number of attempts to sell the property, but given the downturn in the real estate market 2006 and the unique characteristics of the property, few offers were received and all were rejected as too low.

In June 2013, the property was re-appraised for \$330,000 as property values began to increase more rapidly. The property was re-listed for sale with an asking price of \$350,000. The CDC received two all-cash offers for the property: one for \$290,000, and another for \$381,000. CDC staff countered both offers at \$420,378. One responding counter-offer was received from Dan and Julie Kidson, for \$381,000 all-cash, with a 45-day loan contingency and 90-days to close escrow. While additional parties have inquired about the property, no other offers were received and staff accepted the Kidson's counter-offer subject to your Board's approval.

CRL Section 33431 requires the CDC's Board to hold a public hearing, notice of which must be published at least once a week for two weeks, prior to the sale of such property. The required notices have been published in The Press Democrat and your Board may now hold the required public hearing to consider approval of the attached Agreement to sell the former Sheriff Substation property. Upon Board approval, CDC staff will take all actions necessary to comply with the provisions of the Agreement to close escrow on the sale of the property no later than December 24, 2013. Proceeds from the sale will be retained by the CDC as governing body for the Sonoma County Housing Authority and must be used for housing-related purposes.

**Prior Board Actions:**

08/28/2007 – Resolution 07-0707 authorizing CDC staff to take actions necessary to dispose of the former Sheriff Substation property.

12/07/2004 – Resolution 04-1151 authorizing acquisition of the former Sheriff Substation property for development of affordable or farmworker housing.

**Strategic Plan Alignment**      Not Applicable



**Fiscal Summary - FY 13-14**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 143,866		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 270,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	Addition rev., unbudgeted	\$ 111,000
<b>Total Expenditure</b>	<b>\$ 143,866</b>	<b>Total Sources</b>	<b>\$ 381,000</b>

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

Net proceeds of the sale will be retained by the CDC and must be used for housing-related purposes. Staff will return to the Board of Commissioners with a spending plan and an associated appropriation request at a later time.

**Staffing Impacts**

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

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

None.

**Attachments:**

Original Offer and Counter-Offer comprising Purchase and Sale Agreement

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

None.



CALIFORNIA ASSOCIATION OF REALTORS®

COUNTER OFFER No. TWO

For use by Seller or Buyer. May be used for Multiple Counter Offer. (C.A.R. Form CO, Revised 11/10)

Date August 29, 2013

This is a counter offer to the: [ ] California Residential Purchase Agreement, [x] Counter Offer No., or ONE [ ] Other ("Offer"), dated ... on property known as 16717 Sonoma Hwy, Sonoma, CA 95476 ("Property"), between Daniel Kidson, Julie Kidson ("Buyer") and Sonoma County ("Seller").

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following: A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer. B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer. C. OTHER TERMS: 1. CLOSE OF ESCROW TO BE 90 DAYS OR LESS 2. LOAN CONTINGENCY REMOVAL TO BE 45 DAYS OR LESS. 3. ALL OTHER TERMS ON COUNTER OFFER #ONE AGREED

- D. The following attached addenda are incorporated into this Counter Offer: [ ] Addendum No. ... 2. RIGHT TO ACCEPT OTHER OFFERS: If this is a Seller Counter Offer, (i) Seller has the right to continue to offer the Property for sale or for another transaction, and to accept any other offer at any time prior to Acceptance, as described in paragraph 3 and (ii) Seller's acceptance of another offer prior to Buyer's Acceptance of this Counter Offer, shall revoke this Counter Offer. 3. EXPIRATION: This Counter Offer shall be deemed revoked and the deposits, if any, shall be returned unless this Counter Offer is signed by the Buyer or Seller to whom it is sent and a Copy of the signed Counter Offer is personally received by the person making this Counter Offer or by Terry Crisler, Sotheby's Int Realty, who is authorized to receive it, by 5:00 PM on the third Day After the later date specified in paragraph 5 or, (if checked) by [x] CDC Board Approval (date), at [ ] AM [ ] PM. This Counter Offer may be executed in counterparts.

- 4. [ ] (If checked:) MULTIPLE COUNTER OFFER: Seller is making a Counter Offer(s) to another prospective buyer(s) on terms that may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently re-Signed by Seller in paragraph 7 below and a Copy of the Counter Offer Signed in paragraph 7 is personally received by Buyer or by ... who is authorized to receive it, by 5:00 PM on the third Day After the later date specified in paragraph 5 or, (if checked) by [ ] (date), at [ ] AM [ ] PM. Prior to the completion of all of these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property. NOTE TO SELLER: Sign and date in paragraph 5 to make this Counter Offer.

5. OFFER: [x] BUYER OR [ ] SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. Dan Kidson Date 8/30/2013 Julie Kidson Date 8/30/2013

6. ACCEPTANCE: [x] I/WE accept the above Counter Offer (If checked [ ] SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy. Date 9/3/2013 Time 8:25 [x] AM [ ] PM

7. MULTIPLE COUNTER OFFER SIGNATURE LINE: By signing below, Seller accepts this Multiple Counter Offer. NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 6. (Paragraph 7 applies only if paragraph 4 is checked.)

8. ( ) / ( ) (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by the maker of the Counter Offer, or that person's authorized agent as specified in paragraph 3 (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent as specified in paragraph 4) on (date) at [ ] AM [ ] PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by the the maker of the Counter Offer, or that person's authorized agent (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent) whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Acceptance has occurred.

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Reviewed by Date





CALIFORNIA ASSOCIATION OF REALTORS®

COUNTER OFFER No. One
For use by Seller or Buyer. May be used for Multiple Counter Offer.
(C.A.R. Form CO, Revised 11/10)

Date August 28, 2013

This is a counter offer to the: [X] California Residential Purchase Agreement, [ ] Counter Offer No., or [ ] Other ("Offer"), dated August 2, 2013, on property known as 16717 Sonoma Highway Sonoma, CA 95476 ("Property"), between Daniel Kidson, Julie Kidson ("Buyer") and Sonoma County C.D.C. ("Seller").

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.
B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.
C. OTHER TERMS: 1. All cash to Seller at close of escrow. 3% (three percent) of purchase price deposited in escrow upon acceptance. Balance due at COE. 30 days to be permitted for funds verification. 2. 4(B)(1) and 4(B)(2) are deleted. 3. 4(D)(6) is Buyer cost. 4. Buyer acknowledges and agrees that agreement is contingent upon approval by the Board of Commissioners of the Sonoma County Community Development Commission following a noticed public hearing. 5. All other terms remain the same.

D. The following attached addenda are incorporated into this Counter Offer: [X] Addendum No. One

- 2. RIGHT TO ACCEPT OTHER OFFERS: If this is a Seller Counter Offer, (i) Seller has the right to continue to offer the Property for sale or for another transaction, and to accept any other offer at any time prior to Acceptance, as described in paragraph 3 and (ii) Seller's acceptance of another offer prior to Buyer's Acceptance of this Counter Offer, shall revoke this Counter Offer.
3. EXPIRATION: This Counter Offer shall be deemed revoked and the deposits, if any, shall be returned unless this Counter Offer is signed by the Buyer or Seller to whom it is sent and a Copy of the signed Counter Offer is personally received by the person making this Counter Offer or by Isaac Raboy, Mason McDuffie Commercial, who is authorized to receive it, by 5:00 PM on the third Day After the later date specified in paragraph 5 or, (if checked) by [X] CDC Board Approval (date), at [ ] AM [ ] PM. This Counter Offer may be executed in counterparts.

[X] (if checked:) MULTIPLE COUNTER OFFER: Seller is making a Counter Offer(s) to another prospective buyer(s) on terms that may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently re-Signed by Seller in paragraph 7 below and a Copy of the Counter Offer Signed in paragraph 7 is personally received by Buyer or by Terry Crisler, Sothebys International, who is authorized to receive it, by 5:00 PM on the third Day After the later date specified in paragraph 5 or, (if checked) by [ ] (date), at [ ] AM [ ] PM. Prior to the completion of all of these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property. NOTE TO SELLER: Sign and date in paragraph 5 to make this Counter Offer.

5. OFFER: [ ] BUYER OR [X] SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY, Sonoma County C.D.C. Date 8/28/2013

6. ACCEPTANCE: I/we accept the above Counter Offer (if checked [ ] SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy. Documented by Daniel Kidson Date 8/29/2013 Time [ ] AM [ ] PM Julie Kidson Date 8/29/2013 Time [ ] AM [ ] PM

7. MULTIPLE COUNTER OFFER SIGNATURE LINE: By signing below, Seller accepts this Multiple Counter Offer. NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 6. (Paragraph 7 applies only if paragraph 4 is checked.)

8. ( / ) (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by the maker of the Counter Offer, or that person's authorized agent as specified in paragraph 3 (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent as specified in paragraph 4) on (date) at [ ] AM [ ] PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by the the maker of the Counter Offer, or that person's authorized agent (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent) whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Acceptance has occurred.

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Reviewed by Date



CO REVISED 11/10 (PAGE 1 OF 1)

COUNTER OFFER (CO PAGE 1 OF 1)

Agent: Isaac Raboy Phone: (707)939-2521 Fax: 707-935-1890 Prepared using zipForm® software
Broker: Mason McDuffie Commercial Real Estate 470 First St. East Sonoma, CA 95476

Addendum No. 1 to Counter Offer, 16717 Sonoma Highway, Sonoma, CA

This Agreement is contingent upon each of the following:

1. Approval of this Agreement by Seller's Board of Commissioners following a noticed public hearing in compliance with the California Community Redevelopment Law. If such approval has not occurred by September 17, 2013, then this Agreement shall be rescinded, and the Buyer's deposit shall be returned to Buyer, and neither party shall have any other duties, obligations, or rights under this Agreement.
2. Buyer understands and agrees:
  - a. The Property was acquired by the Sonoma County Community Development Commission as governing body of the Sonoma County Community Redevelopment Agency (SCCRA) with redevelopment funds from the Low and Moderate Income Housing Fund created pursuant to California Health and Safety Code Section 33334.3;
  - b. Pursuant to an act of the California Legislature, ABx1 26, SCCRA was dissolved on February 1, 2012.
  - c. By virtue of the election made by the Sonoma County Board of Supervisors in its Resolution No. 12-0004 not to retain the SCCRA's redevelopment housing operations, under California Health and Safety Code Section 34176(b), "all rights, powers, assets, duties, and obligations associated with the housing activities of the [SCCRA], excluding enforceable obligations retained by the [Successor Agency]," including the Property, automatically transferred to the Sonoma County Housing Authority on February 1, 2012 by operation of law, and is now being held by Seller, its parent body.
  - d. Seller makes no representations or warranties as to the state of the Property; provided, however, that Seller states that it believes that it has title to the Property by virtue of the matters set forth in Paragraph 2.c above. Buyer shall obtain a policy of title insurance (at Buyer's sole cost and expense) at closing to satisfy itself that the title conveyed to it by Seller is valid and marketable. Seller shall provide reasonable assistance to Buyer to assist Buyer in obtaining such title insurance.
3. Seller makes no representations or warranties whatsoever with respect to the Property, including but not limited to, the physical conditions on the Property, the suitability of the Property for any particular use, the existence of any hazardous materials on the property, the zoning of the Property, or the existence of non-existence of any environmental conditions on the Property that might affect its development. Buyer agrees that this is an "AS IS" sale.

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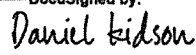
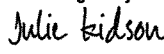

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

For Use With Single Family Residential Property — Attached or Detached (C.A.R. Form RPA-CA, Revised 4/10)

Date August 2, 2013

1. OFFER:

- A. THIS IS AN OFFER FROM Daniel Kidson, Julie Kidson ("Buyer").
B. THE REAL PROPERTY TO BE ACQUIRED is described as 16717 Sonoma Hwy, Sonoma, CA 95476
C. THE PURCHASE PRICE offered is Three Hundred Eighty-One Thousand
D. CLOSE OF ESCROW shall occur on (date) (or 60 Days After Acceptance).

2. AGENCY:

- A. DISCLOSURE: Buyer and Seller each acknowledge prior receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal.
C. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent MRE (Print Firm Name) is the agent of (check one): [X] the Seller exclusively; or [ ] both the Buyer and Seller. Selling Agent Sotheby's International Realty (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): [X] the Buyer exclusively; or [ ] the Seller exclusively; or [ ] both the Buyer and Seller.

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 11,430.00
(1) Buyer shall deliver deposit directly to Escrow Holder by personal check, [X] electronic funds transfer, [ ] Other
OR (2) (If checked) [ ] Buyer has given the deposit by personal check (or [ ] )
to the agent submitting the offer (or to [ ] ), made payable to Escrow. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder (or [ ] into Broker's trust account) within 3 business days after Acceptance (or [ ] Other ).
B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance, or [ ] .
If a liquidated damages clause is incorporated into this Agreement, Buyer and Seller shall sign a separate liquidated damages clause (C.A.R. Form RID) for any increased deposit at the time it is deposited.
C. LOAN(S):
(1) FIRST LOAN: in the amount of \$ 285,750.00
This loan will be conventional financing or, if checked, [ ] FHA, [ ] VA, [ ] Seller (C.A.R. Form SFA), [ ] assumed financing (C.A.R. Form PAA), [X] Other Construction loan. This loan shall be at a fixed rate not to exceed % or, [ ] an adjustable rate loan with initial rate not to exceed %. Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(2) [ ] SECOND LOAN: in the amount of \$
This loan will be conventional financing or, if checked, [ ] Seller (C.A.R. Form SFA), [ ] assumed financing (C.A.R. Form PAA), [ ] Other. This loan shall be at a fixed rate not to exceed % or, [ ] an adjustable rate loan with initial rate not to exceed %. Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(3) FHA/VA: For any FHA or VA loan specified above, Buyer has 17 (or [ ] ) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or repair. Seller has no obligation to pay for repairs or satisfy lender requirements unless otherwise agreed in writing.
D. ADDITIONAL FINANCING TERMS:
E. BALANCE OF PURCHASE PRICE OR DOWN PAYMENT: in the amount of \$ 83,820.00 to be deposited with Escrow Holder within sufficient time to close escrow.
F. PURCHASE PRICE (TOTAL) \$ 381,000.00

Buyer's Initials ( Dk ) ( Jk )

Seller's Initials ( ) ( )

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RPA-CA REVISED 4/10 (PAGE 1 OF 8)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 8)

Agent: Terry Crisler Phone: 707-509-9533 Fax: Prepared using zipForm® software
Broker: Sotheby's International Realty 25 East Napa Street Sonoma, CA 95476

16717 Sonoma Hwy

Property Address: Sonoma, CA 95476

Date: August 2, 2013

- G. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to 3H(1)) shall, within 7 (or  \_\_\_\_\_ ) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (If checked,  verification attached.)
- H. **LOAN TERMS:**
  - (1) **LOAN APPLICATIONS:** Within 7 (or  20 ) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in 3C above. (If checked,  letter attached.)
  - (2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.
  - (3) **LOAN CONTINGENCY REMOVAL:**
    - (i) Within 17 (or  30 ) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing remove the loan contingency or cancel this Agreement;
    - OR (ii) (if checked)  the loan contingency shall remain in effect until the designated loans are funded.
  - (4)  **NO LOAN CONTINGENCY** (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or, if checked,  is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (or,  if checked, Buyer shall, as specified in paragraph 14B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or 30 ) Days After Acceptance). If there is no loan contingency, Buyer shall, as specified in paragraph 14B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or \_\_\_\_\_ ) Days After Acceptance.
- J.  **ALL CASH OFFER** (If checked): Buyer shall, within 7 (or  \_\_\_\_\_ ) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked,  verification attached.)
- K. **BUYER STATED FINANCING:** Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- 4. **ALLOCATION OF COSTS** (If checked): Unless otherwise specified in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.
  - A. **INSPECTIONS AND REPORTS:**
    - (1)  Buyer  Seller shall pay for an inspection and report for wood destroying pests and organisms ("Wood Pest Report") prepared by \_\_\_\_\_ a registered structural pest control company.
    - (2)  Buyer  Seller shall pay to have septic or private sewage disposal systems pumped and inspected \_\_\_\_\_.
    - (3)  Buyer  Seller shall pay to have domestic wells tested for water potability and productivity \_\_\_\_\_.
    - (4)  Buyer  Seller shall pay for a natural hazard zone disclosure report prepared by \_\_\_\_\_.
    - (5)  Buyer  Seller shall pay for the following inspection or report \_\_\_\_\_.
    - (6)  Buyer  Seller shall pay for the following inspection or report \_\_\_\_\_.
  - B. **GOVERNMENT REQUIREMENTS AND RETROFIT:**
    - (1)  Buyer  Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless exempt.
    - (2)  Buyer  Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law. \_\_\_\_\_.
  - C. **ESCROW AND TITLE:**
    - (1)  Buyer  Seller shall pay escrow fee Each their own. Escrow Holder shall be Seller's choice.
    - (2)  Buyer  Seller shall pay for owner's title insurance policy specified in paragraph 12E. Owner's title policy to be issued by Seller's choice. (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)
  - D. **OTHER COSTS:**
    - (1)  Buyer  Seller shall pay County transfer tax or fee \_\_\_\_\_.
    - (2)  Buyer  Seller shall pay City transfer tax or fee \_\_\_\_\_.
    - (3)  Buyer  Seller shall pay Homeowner's Association ("HOA") transfer fee \_\_\_\_\_.
    - (4)  Buyer  Seller shall pay HOA document preparation fees \_\_\_\_\_.
    - (5)  Buyer  Seller shall pay for any private transfer fee \_\_\_\_\_.
    - (6)  Buyer  Seller shall pay the cost, not to exceed \$ \_\_\_\_\_, of a one-year home warranty plan, issued by Old Republic Home Protection, with the following optional coverages:
      - Air Conditioner  Pool/Spa  Code and Permit upgrade  Other: \_\_\_\_\_.
 Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.
    - (7)  Buyer  Seller shall pay for \_\_\_\_\_.
    - (8)  Buyer  Seller shall pay for \_\_\_\_\_.

Buyer's Initials ( DS Dk ) ( DS Jk )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



16717 Sonoma Hwy

Property Address: Sonoma, CA 95476

Date: August 2, 2013

5. CLOSING AND POSSESSION:

- A. Buyer intends (or [X] does not intend) to occupy the Property as Buyer's primary residence.
B. Seller-occupied or vacant property: Possession shall be delivered to Buyer at 5 PM or ( [ ] \_\_\_\_\_ [ ] AM [ ] PM), on the date of Close Of Escrow; [ ] on \_\_\_\_\_ ; or [ ] no later than \_\_\_\_\_ Days After Close Of Escrow.
C. Tenant-occupied property:
(i) Property shall be vacant at least 5 (or [ ] \_\_\_\_\_ ) Days Prior to Close Of Escrow, unless otherwise agreed in writing.
OR (ii) (if checked) [ ] Tenant to remain in possession.
D. At Close Of Escrow, (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale, and (ii) Seller shall Deliver to Buyer available Copies of warranties.
E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers.

(i) Property shall be vacant at least 5 (or [ ] \_\_\_\_\_ ) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.

- OR (ii) (if checked) [ ] Tenant to remain in possession. (C.A.R. Form PAA, paragraph 3)
D. At Close Of Escrow, (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale, and (ii) Seller shall Deliver to Buyer available Copies of warranties.
E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers.

6. STATUTORY DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer, if required by Law: (i) Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures").
(2) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory and Lead Disclosures to Seller.
(3) In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items.
(4) If any disclosure or notice specified in 6A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
(5) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.
B. NATURAL AND ENVIRONMENTAL HAZARDS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
C. WITHHOLDING TAXES: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law, (C.A.R. Form AS or QS).
D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov.

7. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- A. SELLER HAS: 7 (or [ ] \_\_\_\_\_ ) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or SSD).
B. If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or [ ] \_\_\_\_\_ ) Days After Acceptance to request from the HOA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures").

8. ITEMS INCLUDED IN AND EXCLUDED FROM PURCHASE PRICE:

- A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 8B or C.
B. ITEMS INCLUDED IN SALE:
(1) All EXISTING fixtures and fittings that are attached to the Property;
(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms; (If checked [ ] stove(s), [ ] refrigerator(s); and
(3) The following additional items: \_\_\_\_\_
(4) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
(5) All items included shall be transferred free of liens and without Seller warranty.
C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, audio and video components (such as flat screen TVs and speakers) are excluded if any such items is not itself attached to the Property, even if a bracket or other mechanism attached to the component is attached to the Property; and \_\_\_\_\_

Buyer's Initials ( [Signature] ) ( [Signature] )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



16717 Sonoma Hwy

Property Address: Sonoma, CA 95476

Date: August 2, 2013

9. CONDITION OF PROPERTY: Unless otherwise agreed: (i) the Property is sold (a) in its PRESENT physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Seller by Close Of Escrow.

- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
B. Buyer has the right to inspect the Property and, as specified in paragraph 14B, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

10. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
D. Buyer indemnity and Seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close of Escrow.

11. SELLER DISCLOSURES; ADDENDA; ADVISORIES; OTHER TERMS:

- A. Seller Disclosures (if checked): Seller shall, within the time specified in paragraph 14A, complete and provide Buyer with a:
[ ] Seller Property Questionnaire (C.A.R. Form SPQ) OR [ ] Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)
B. Addenda (if checked):
[ ] Addendum # (C.A.R. Form ADM)
[ ] Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)
[ ] Purchase Agreement Addendum (C.A.R. Form PAA) [ ] Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
[ ] Short Sale Addendum (C.A.R. Form SSA) [ ] Other
C. Advisories (if checked):
[ ] Probate Advisory (C.A.R. Form PAK) [ ] Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
[ ] Trust Advisory (C.A.R. Form TA) [ ] REO Advisory (C.A.R. Form REO)
D. Other Terms:

12. TITLE AND VESTING:

- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index. Seller shall within 7 Days After Acceptance give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B.
B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
E. Buyer shall receive a CLTA/ALTA Homeowner's Policy of Title Insurance. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, survey requirements, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

13. SALE OF BUYER'S PROPERTY:

- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.
OR B. [ ] (If checked): The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.

Buyer's Initials ( [Signature] ) ( [Signature] )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





16717 Sonoma Hwy

Property Address: Sonoma, CA 95476

Date: August 2, 2013

14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. SELLER HAS: 7 (or [ ] ) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 4, 6A, B and C, 7A, 9A, 11A and B, and 12. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.

B. (1) BUYER HAS: 17 (or [ ] ) Days After Acceptance, unless otherwise agreed in writing, to: (i) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all other matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures Delivered by Seller in accordance with paragraph 6A.

(2) Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.

(3) Within the time specified in 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller either (i) a removal of the applicable contingency (C.A.R. Form CR), or (ii) a cancellation (C.A.R. Form CC) of this Agreement based upon a contingency or Seller's failure to Deliver the specified items. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 14A, then Buyer has 5 (or [ ] ) Days After Delivery of any such items, or the time specified in 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) Continuation of Contingency: Even after the end of the time specified in 14B(1) and before Seller cancels this Agreement, if at all, pursuant to 14C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified terms. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 14C(1).

C. SELLER RIGHT TO CANCEL:

(1) Seller right to Cancel; Buyer Contingencies: If, within time specified in this Agreement, Buyer does not, in writing, Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.

(2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to Deliver a notice of FHA or VA costs or terms as required by 3C(3) (C.A.R. Form FVA); (iv) if Buyer fails to Deliver a letter as required by 3H; (v) if Buyer fails to Deliver verification as required by 3G or 3J; (vi) if Seller reasonably disapproves of the verification provided by 3G or 3J; (vii) if Buyer fails to return Statutory and Lead Disclosures as required by paragraph 6A(2); or (viii) if Buyer fails to sign or initial a separate liquidated damage form for an increased deposit as required by paragraphs 3B and 25. In such event, Seller shall authorize return of Buyer's deposit.

(3) Notice To Buyer To Perform: The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or [ ] ) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 14C(2).

D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall with regard to that contingency or cancellation right conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections or for inability to obtain financing.

E. CLOSE OF ESCROW: Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first give the other a demand to close escrow (C.A.R. Form DCE).

F. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

15. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of receipts and statements to Buyer prior to final verification of condition.

16. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the Property within 5 (or [ ] ) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 9; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are a current lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are a current lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

Buyer's Initials ( [Signature] ) ( [Signature] )

Seller's Initials ( [ ] ) ( [ ] )

Reviewed by [ ] Date [ ]



16717 Sonoma Hwy

Property Address: Sonoma, CA 95476

Date: August 2, 2013

- 18. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 19. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 20. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 21. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 26A.
- 22. **DEFINITIONS:** As used in this Agreement:
  - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
  - B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
  - C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
  - D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
  - E. "Days" means calendar days. However, After Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
  - F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM on the final day.
  - G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
  - H. "Deliver", "Delivered" or "Delivery", regardless of the method used (i.e. messenger, mail, email, fax, other), means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 8; OR (ii) if checked,  per the attached addendum (C.A.R. Form RDN).
  - I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other party.
  - J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
  - K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
  - L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 23. **BROKER COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- 24. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
  - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6C, 11B and D, 12, 13B, 14F, 17, 22, 23, 24, 28, 30, and paragraph D of the section titled Real Estate Brokers on page 8. If a Copy of the separate compensation agreement(s) provided for in paragraph 23, or paragraph D of the section titled Real Estate Brokers on page 8 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out of Buyer's or Seller's funds, or both, as applicable, the respective Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not specifically referenced above, in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
  - B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or  \_\_\_\_\_). Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.
  - C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraphs 23 and paragraph D of the section titled Real Estate Brokers on page 8. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraphs 23, respectively, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.
  - D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.

Buyer's Initials ( DS Dk ) ( DS Jk )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



16717 Sonoma Hwy  
Property Address: Sonoma, CA 95476

Date: August 2, 2013

25. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF THE INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION FOR ANY INCREASED DEPOSIT. (C.A.R. FORM RID). *JK*

Buyer's Initials DK / JK Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

26. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 26C.

B. ARBITRATION OF DISPUTES:

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 26C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

(1) EXCLUSIONS: The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.

(2) BROKERS: Brokers shall not be obligated or compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

27. TERMS AND CONDITIONS OF OFFER:

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all parties initial such paragraph(s), a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

28. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

Buyer's Initials ( DK ) ( JK )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Property Address: 16717 Sonoma Hwy  
Sonoma, CA 95476

Date: August 2, 2013

29. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Terry Crisler, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or, if checked,  by Upon acceptance of board of supervisors  AM  PM, on \_\_\_\_\_ (date)).

Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.  
Date 8/4/2013 DocuSigned by: \_\_\_\_\_ Date 8/4/2013 DocuSigned by: \_\_\_\_\_

BUYER Daniel Kidson  
Daniel Kidson - FA08B9974D5  
(Print name)  
42 Vista Lane, Alamo, CA 94507  
(Address)

BUYER Julie Kidson  
Julie Kidson - 0AB6D87D57EA492...  
(Print name)

Additional Signature Addendum attached (C.A.R. Form ASA).

30. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form CO) DATED: \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

SELLER \_\_\_\_\_  
Sonoma County  
(Print name)  
\_\_\_\_\_  
(Address)

SELLER \_\_\_\_\_  
(Print name)

Additional Signature Addendum attached (C.A.R. Form ASA).

(\_\_\_\_\_/\_\_\_\_\_) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) \_\_\_\_\_ at \_\_\_\_\_  AM  PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement. It is solely intended to evidence the date that Confirmation of Acceptance has occurred.

**REAL ESTATE BROKERS:**  
A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.  
B. Agency relationships are confirmed as stated in paragraph 2.  
C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.  
D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) Sotheby's International Realty DRE Lic. # \_\_\_\_\_  
By Terry Crisler DRE Lic. # 01727571 Date 08/02/2013  
Address 25 Napa Street East City Sonoma State CA Zip 95476  
Telephone (707) 509-9533 Fax \_\_\_\_\_ E-mail terry.crisler@yahoo.com

Real Estate Broker (Listing Firm) MMRE DRE Lic. # \_\_\_\_\_  
By Isaac Raboy DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**ESCROW HOLDER ACKNOWLEDGMENT:**  
Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked,  a deposit in the amount of \$ \_\_\_\_\_), counter offer numbered \_\_\_\_\_,  Seller's Statement of Information and  Other \_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 24 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions if any.  
Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is \_\_\_\_\_.  
Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_  
Phone/Fax/E-mail \_\_\_\_\_  
Escrow Holder is licensed by the California Department of  Corporations,  Insurance,  Real Estate. License # \_\_\_\_\_

**PRESENTATION OF OFFER:** (\_\_\_\_\_) Listing Broker presented this offer to Seller on \_\_\_\_\_ (date).  
Broker or Designee Initials \_\_\_\_\_

**REJECTION OF OFFER:** (\_\_\_\_\_) (\_\_\_\_\_) No counter offer is being made. This offer was rejected by Seller on \_\_\_\_\_ (date).  
Seller's Initials \_\_\_\_\_

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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Reviewed by \_\_\_\_\_  
Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_





CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA-A, Revised 10/02)

Property Address: 16717 Sonoma Hwy, Sonoma, CA 95476 ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. In sales involving residential dwellings with no more than four units, Brokers have a duty to make a diligent visual inspection of the accessible areas of the Property and to disclose the results of that inspection. However, as some Property defects or conditions may not be discoverable from a visual inspection, it is possible Brokers are not aware of them. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- 1. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa, other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property. (Structural engineers are best suited to determine possible design or construction defects, and whether improvements are structurally sound.)
2. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appraisers, architects, surveyors and civil engineers are best suited to determine square footage, dimensions and boundaries of the Property.)
3. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. A registered structural pest control company is best suited to perform these inspections.
4. SOIL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage. (Geotechnical engineers are best suited to determine such conditions, causes and remedies.)

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BIA-A REVISED 10/02 (PAGE 1 OF 2)

Buyer's Initials (Dk) (Jk)
Seller's Initials ( ) ( )
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



BUYER'S INSPECTION ADVISORY (BIA-A PAGE 1 OF 2)

Agent: Terry Crisler Phone: 707-509-9533 Fax: Prepared using zipForm® software
Broker: Sotheby's International Realty 25 East Napa Street Sonoma, CA 95476

Property Address: 16717 Sonoma Hwy, Sonoma, CA 95476

Date: August 2, 2013

- 5. **ROOF:** Present condition, age, leaks, and remaining useful life. (Roofing contractors are best suited to determine these conditions.)
- 6. **POOL/SPA:** Cracks, leaks or operational problems. (Pool contractors are best suited to determine these conditions.)
- 7. **WASTE DISPOSAL:** Type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- 8. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components.
- 9. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants). (For more information on these items, you may consult an appropriate professional or read the booklets "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," "Protect Your Family From Lead in Your Home" or both.)
- 10. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood. (A Geologist or Geotechnical Engineer is best suited to provide information on these conditions.)
- 11. **FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies. (An insurance agent is best suited to provide information on these conditions.)
- 12. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. (Such information is available from appropriate governmental agencies and private information providers. Brokers are not qualified to review or interpret any such information.)
- 13. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants; and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements. (Government agencies can provide information about these restrictions and other requirements.)
- 14. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. (Local government agencies can provide information about these restrictions and other requirements.)
- 15. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

Daniel Kidson 8/4/2013  
 Buyer Signature Date  
 Daniel Kidson

DocuSigned by:  
Julie Kidson 8/4/2013  
 Buyer Signature Date  
 Julie Kidson

Seller Signature Date  
 Sonoma County

Seller Signature Date

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 26**

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

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

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services, Auditor-Controller/Treasurer-Tax Collector, Sonoma County Water Agency, and Sonoma County Public Financing Authority

**Staff Name and Phone Number:**

Jane Elias, 565-6483

**Supervisory District(s):**

Countywide – All Districts

**Title:** Sonoma County Energy Independence Program Update

### Recommended Actions:

1. Acting as the Board of Directors of the Sonoma County Public Finance Authority: Adopt resolutions and approve agreements with the County authorizing continued issuance and sale of revenue bonds, determination of interest rate and loan of funds to the County, to fund the Sonoma County Energy Independence Program; and
2. Acting as the County Board of Supervisors: Adopt resolutions authorizing the Treasurer to invest in bonds issued by the Public Finance Authority and determining bond interest rate, and authorizing execution of various related agreements with the Public Finance Agency, including a bond purchase agreement and a loan agreement; and receive an update on the program activity of the Sonoma County Energy Independence Program (S.C.E.I.P.); and
3. Acting as the Directors of the Sonoma County Water Agency: Adopt resolutions withdrawing funds from the County Treasury Pool, and authorizing the withdrawn funds to be invested in Sonoma County Energy Independence Program bonds as a long-term Water Agency investment.

### Executive Summary:

#### Purpose

On March 25, 2009, the Board of Supervisors established the Sonoma County Energy Independence Program (“Program”). Since the Program’s inception, staff has provided the Board with quarterly Program reports. In September 2011, the quarterly updates were changed to semi-annual updates jointly with the required semi-annual bond issuance.

In this agenda item, we are updating the Board on Sonoma County Energy Independence Program activity, requesting authorization to issue bonds and enter related financing agreements to carry on the Program for the next six months, and re-establish the interest rate for outstanding bonds which under the existing agreements is reset every two years.

The Program update, which is Attachment A, comprehensively details changes to Program participation volume, new initiatives, shared services activities and termination of the Federal Housing Finance Agency litigation, all of which have occurred since the last Board update on March 26, 2013.

**Bond Authorization and Related Documents**

In March 2013, the Board authorized bonds to be issued by the Public Financing Authority, and purchased (invested) by the Treasury on behalf of the Treasury Pool (\$45 million) or the Sonoma County Water Agency (\$15 million). This authorization expires on October 1, 2013. The \$60 million limit reflects the total commitment of funding from the Treasury and the Water Agency to invest in these assessment bonds.

Since the bonds carry a final maturity in excess of 5 years, Government Code section 53601 requires that your Board approve and authorize the Treasurer to make these dedicated investments.

Staff is requesting approval of the resolution authorizing the Public Financing Authority to issue, on a monthly basis, new bonds for the months of October 2013 through March 2013, and approval of a resolution authorizing the Treasurer to invest in the new bonds on behalf of the Treasury Pool or the Water Agency. Board approval of this resolution is required to allow Sonoma County Energy Independence Program to continue to finance energy and water improvements for Sonoma County property owners. The resolution allows the flexibility to issue specific 10 and 20 year non-residential contracts as separate bonds. This is important in that it provides flexibility to the County when and if it desires to sell the bonds on the open market as some investors may only be interested in bonds linked to commercial projects. Concurrent to continuing to finance projects by way of the County Treasury Pool, Program staff continues to look for opportunities to engage outside financing partners as a means to facilitate program sustainability and expansion.

Finally, the bond documents provide that the interest rate paid to the Treasury will be re-examined every two years and reset either by agreement or based upon the rate of interest earned by the Treasury Pool. Staff recommends that the interest rate remain at three (3) percent based on current interest rates for similar investments.

**Prior Board Actions:**

This is the regular semi-annual update. Most recent actions include:

- 3/26/13 - Semi-annual update and Sonoma County Energy Independence Program bond authorization and investment
- 9/25/12 - Semi-annual update and Sonoma County Energy Independence Program bond authorization and investment
- 3/27/12 -Semi-annual update and Sonoma County Energy Independence Program bond authorization and investment

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

The Sonoma County Energy Independence Program provides information, resources and financing to people for energy efficiency, water conservation, and renewable energy generation improvements to their properties that result in reduced energy use, reduced greenhouse gas emissions, increased utility bill savings, increased employment for building contractors and suppliers, and facilitates all County, City and State efforts to meet their aggressive climate plan goals.



**Fiscal Summary - FY 13-14**

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

**Narrative Explanation of Fiscal Impacts (If Required):**  
 N/A – This action is necessary to continue to operate the Sonoma County Energy Independence Program

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

**Narrative Explanation of Staffing Impacts (If Required):**  
 N/A

- Attachments:**
- A. Sonoma County Energy Independence Program Update (attA)
  - B. Resolution authorizing the Public Financing Authority to issue and sell Sonoma County Energy Independence Program contractual assessment revenue bonds (reso#1)
  - C. County Resolution Authorizing the Treasury to Invest in Sonoma County Energy Independence Program contractual assessment revenue bonds (reso#2)
  - D. County Resolution consenting to Water Agency investment in Sonoma County Energy Independence Program contractual assessment revenue bonds (reso#3)
  - E. Water Agency Resolution Authorizing the Treasury to Invest in Sonoma County Energy Independence Program contractual assessment revenue bonds (reso#4)
  - F. County Resolution Approving Loan Agreements (reso#5)
  - G. Authority Resolution to determine interest rates (reso #6)
  - H. County Resolution to determine interest rates (reso #7)

- Related Items "On File" with the Clerk of the Board:**
- A. Bond Purchase Agreement between the Treasury and Public Financing Authority to purchase Sonoma County Energy Independence Program contractual assessment revenue bonds (agreement#1-SAMPLE as to form)
  - B. Loan Agreement between the County and the Public Financing Authority (agreement#2-SAMPLE as to form)





ATTACHMENT A  
September 24, 2013

**Sonoma County Energy Independence Program Activity Update  
(Report covers activities from March 2013 through September 2013)**

The Sonoma County Energy Independence Program (SCEIP) was originally formed when state legislation allowed local government to use local funds to provide up-front funding to eligible property owners to finance the installation of energy efficiency and water conservation improvements and renewable energy systems on their property. The program, is now known as the Property Assessed Clean Energy Financing (PACE), and is just one of the programs managed by SCEIP to help Sonoma County achieve Strategic Goal #2, Environmental and Economic Stewardship. This report will provide an update to the Sonoma County Board of Supervisors of all SCEIP activities from March 2013 through September 2013.

**SCEIP Programs**

**Program Performance: Property Assessed Clean Energy Financing (PACE)** is a financing option that authorizes a local government to provide up-front funding to eligible property owners to finance the installation of energy efficiency and water conservation improvements and renewable energy systems on their property. This funding is paid back to the County, with interest, over time on the owner’s property tax bill. The financing is 100% voluntary. On March 24, 2009, the Board approved its participation in PACE financing, thereby launching the SCEIP. This Program established the first countywide PACE financing option in the State of California and continues to provide both residential and non-residential PACE financing.

PACE Funding Summary since March 2013

	# of Applications	Funding
Applications Received	114	\$3.3 million
Applications Approved	102	\$3.1 million
Projects Funded	98	\$3 million
Projects with funding pending	37	\$1.1 million

PACE Funding Summary since 2009

	# of Applications	Funding
Applications Received	2,746	\$99.5 million
Applications Approved	2,118	\$69.8 million
Projects Funded	1,963	\$64.0 million



PACE Project Summary since 2009

# improvements completed by local contractors	2,526
% of improvements completed by local contractors	80 %
# jobs retained/created	511 local, 778 using the ARRA* formula
# solar installations completed	1,233
Annual Generation capacity of projects	8.9 MW

\* ARRA: American Recovery and Reinvestment Act.

PACE Projects by Supervisor District since 2009

Residential	District 1	District 2	District 3	District 4	District 5
# of properties	47,505	36,809	12,271	26,348	32,563
# of assessments	528	288	313	408	365
Percentage %	1.11%	0.78%	2.55%	1.55%	1.12%
Total Funding Amount	\$16,976,011	\$7,651,938	\$7,194,639	\$10,589,161	\$10,878,111
Commercial	District 1	District 2	District 3	District 4	District 5
# of properties	5,260	3,683	2,048	6,598	4,209
# of assessments	8	6	17	9	21
Percentage %	0.15%	0.16%	0.83%	0.14%	0.50%
Total Funding Amount	\$799,913	\$2,315,096	\$1,880,179	\$1,668,904	\$4,281,883

The Program has linked, outreached and leveraged with other local and State-funded energy efficiency programs, providing our community with a central resource to pursue and facilitate the installation of energy efficiency, water conservation and renewable energy upgrades. This Program has helped to make Sonoma County one of the regions with the highest kilowatt-hours per capita production rates in the country.

PACE financing provided through the SCEIP has an interest rate of 7%, which not only covers the interest paid to the Sonoma County Public Finance Authority, but also provides for Program administration.

Funding Initiatives: The Sonoma County Treasury and the Sonoma County Water Agency together have authorized a maximum of \$60 Million to be invested in SCEIP contractual assessment revenue bonds. Though early pay offs of some assessments coupled with measured program growth allows for continued funding of new program participants, it is anticipated that interest and efforts to increase program participation will eventually lead to the \$60M threshold being approached. Currently, \$13 Million of this originally authorized \$60 Million remains available for project funding.

Financing Marketplace: One area of opportunity being examined is collaboration and partnership with private PACE program providers. The PACE program initiative and funding landscape continues to expand driven by growing number of programs being implemented through private-public partnerships throughout the State. Such programs continue to evolve and they have one key common component - maximize the number of



options provided to property owners to secure funding while utilizing underwriting criteria that safeguard the public entity's participation. The industry has termed these efforts as the creation of a PACE "finance marketplace" and the City of San Diego recently established a model that SCEIP staff leveraged in creating its strategy to seek funding partnerships. Program staff has developed and released a Request for Information (RFI) seeking out additional financing partners as a first step in realizing the PACE finance marketplace concept. In an effort to diversify the program's financing options, staff continues to actively dialogue with other PACE financing providers and looks forward to the responses from its RFI.

**PACE Bond Sale:** In addition to the Financing Marketplace RFI, the Treasurer's office is exploring the possibility of releasing a Request for Proposal (RFP) to determine whether there might be a buyer(s) for a portion of the PACE bonds currently held by the Treasury. As it relates to PACE, the financing market has seen a growing interest in investment portfolios linked to the provision of funds for energy conservation and renewable energy projects. This is contrary to the state of the market as recently as 12 months ago when this area of opportunity was examined by SCEIP staff. This turn around in interest is driven by multiple factors with three key components being 1.) Pent up investment capital; 2.) Recognition of the fiscal viability of such investments as construed under P.A.C.E type structures and 3.) The positive perception and value of investing in environmental sustainability efforts. Successfully marketing current County P.A.C.E assessments and establishing a multi-component financing marketplace would greatly facilitate the on-going fiscal sustainability of the Program.

**Education and Outreach:** SCEIP continues to hold regular monthly Contractor Forums to educate our local contractor community of current events surrounding Energy Efficiency and Generation projects, as well as, provide workshops and training opportunities. Getting out into our community to promote the Program has proven to be a beneficial method of garnering support for and interest in the numerous services the Program offers. In the last six months, SCEIP tabled or presented at 10 functions around the county, including Earth Day events, Home and Garden Shows, and local business employee fairs. The SCEIP staff also participated daily at the County Fair in "Greentivities".

In addition, the Program continues its educational and outreach campaign, which highlights actual program participants (residential and commercial) as the subject through written, video, and illustrated testimonials to promote the health and financial benefits of the Program.

**Commercial Outreach:** The Program has launched a focused effort specifically designed to outreach to commercial property owners in order to promote the advantages of PACE financing when considering building upgrade projects. Program staff is coordinating outreach efforts with its partners to reach multi-family property owners, Home Owner Associations and property management companies through presentations. Materials are being updated along with creating case studies for some of the previous PACE projects completed.

**Enhanced Web Site:** In late 2012, funding from Pacific Gas and Electric allowed for the SCEIP to redesign its website. The new website design released on May 20, 2013 provides better ease-of-use, including



enhancements to the electronic application process and contractor resources and database. You can view the new web site at [www.sonomacountyenergy.org](http://www.sonomacountyenergy.org)

**Community Advisory Group:** The SCEIP staff is finalizing the formation of the Community Advisory Group. This advisory group consisting of individuals and industry representatives engaged in activities that share the same goals and mission of SCEIP will assist the program staff to develop and implement initiatives that expand and strengthen program effectiveness and sustainability. It will provide a platform to bring forth, discuss and analyze program challenges and opportunities with the stakeholders directly impacted by the program operations. An informal but widely inclusive process to solicit participation in the group is in process to be followed by review selection of members by the Program Administrator. The Community Advisory Group is tentatively scheduled to meet on Wednesday, November 6<sup>th</sup>.

**Shared Services:** In June 2012, the County through General Service Department entered into two service agreements where SCEIP staff provides service to other jurisdictions. Program staff administers the electric utility residential rebate program and provides home energy assessments to the City of Healdsburg residents. In addition, Program staff functions as the Certification Agent for the Town of Windsor's water utility on-bill financing program for water conservation and energy efficiency improvements. Shared Services agreements were pursued to further expand the SCEIP central resource service model being used to maximize customer engagements and facilitate property owner interests in implementing improvements through the SCEIP

The first year of the agreement with Healdsburg came to a close, and after this "pilot-phase" of the program, the Board approved an extension of the contract between Healdsburg and the County for an additional two years, until June 30, 2015. Since June, 15 Healdsburg homeowners have taken advantage of the free energy analysis walk-through service provided by the SCEIP staff.

The Windsor Efficiency PAYS<sup>®</sup> Program agreement also came up for renewal in 2013. The Board approved amending the expiration date of this program to June 30, 2014 or upon completion of projects for 2,000 customers, whichever comes first. To date there have been over 76 Windsor homes and 149 multi-family units participating in the on-bill financing program. This program is serving as a model for the nine-county Bay Area Regional Energy Network (BayREN) with the intent that it will be replicated within the framework of the BayREN initiative.

**Other Partnerships:** The Program partners with the Sonoma County Regional Climate Protection Authority (RCPA) to enhance and streamline education and outreach for the state's Energy Upgrade California™ program through the BayREN, which is focused on encouraging homeowners to achieve deep energy savings by making multiple, systematic and holistic improvements to their properties. Later this year, the BayREN will begin its multi-family pilot program. The pilot will provide rebates for tenant and common space area improvements through the program.

The Program continually researches opportunities to partner with other agencies, groups, programs and departments. As an example SCEIP is working closely with RCPA on the Climate Action 2020 Program to ensure that there is alignment in how greenhouse gas reductions are assessed and determined for projects



facilitated by the SCEIP. This is key relative to supporting the greenhouse gas reductions goals established by the Climate Action 2020 Program.

**What's New:**

**Centralized Location:** April 5, 2013 was move in day for the Energy Independence Program at 2300 County Center Dr. in Santa Rosa. Our new, centralized location provides customers and contractors more convenient access to other County departments such as the County Clerk, Auditor-Controller-Tax Collector, and Permit Department. The new location also resulted in a consolidation of the County's Energy and Sustainability programs, allowing our partner program, Sonoma County Energy Watch (SCEW), to join us.

**Fun at the Fair:** The Energy and Sustainability Division organized and participated in this year's Greentivities Sustainable Solutions Showcase "Greentivities". "Greentivities" returned for its second year to the Sonoma County Fair, filling the 3800-square foot Garden Building. It offered an estimated 314,500 fair visitors over 176 hours of hands-on activities and a diverse speaker series. Over 40 exhibitors participated – a mix of non-profit agencies, government entities, the arts community, and local businesses.

**Status of Federal Housing Finance Agency Position on PACE Programs:** On March 19, 2013, the Ninth Circuit Court of Appeals ruled that the courts have no jurisdiction to review any action taken by the Federal Housing Finance Agency (FHFA) when acting as conservator or Fannie Mae or Freddie Mac. The court dismissed the County's case against FHFA. Thereafter, on July 24, 2013, the FHFA withdrew its proposed rule on PACE but indicate it was not altering its policy set out in its previous statements. FHFA indicated it would continue to review programs that would support energy retrofits and might be appropriate for purchase by Fannie Mae and Freddie Mac. The County continues to look for avenues for resolution of this conflict.



County of Sonoma  
State of California

Date: September 24, 2013

Item Number: \_\_\_\_\_  
Resolution Number: 13-

4/5 Vote Required

**Resolution Of The Governing Board Of The County Of Sonoma, State Of California, Public Financing Authority, Providing For The Issuance And Sale Of Contractual Assessment Revenue Bonds, Approving As To Form And Authorizing The Execution And Delivery Of Loan Agreements And Bond Purchase Agreements In Connection Therewith, And Authorizing Certain Other Matters Relating Thereto**

**Whereas**, I, [\_\_\_\_], Secretary of the Governing Board of the Sonoma County Public Financing Authority, State of California, hereby certify that the following resolution was duly and regularly adopted by the Governing Board of the Sonoma County Public Financing Authority at an official meeting thereof on the \_\_\_\_ day of \_\_\_\_\_, 2013, by the following vote and that a copy of the resolution has been delivered to the Chair of the Governing Board.

**Supervisors:**

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

[\_\_\_\_\_]

Secretary of the Governing Board of the  
Sonoma County Public Financing Authority, State of California

\_\_\_\_\_  
Secretary



---

Clerk of the Board

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EXHIBIT A – FORM OF BOND..... A-1

RECITALS:

A. The Board of Supervisors (“County Board”) of the County of Sonoma, California (the “County”) by its Resolution No. 09-0184 (the “Resolution of Intention”) declared its intention to establish the Sonoma County Energy Independence Program (the “SCEIP”) to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the “Improvements”), on or in properties in the County through contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, commencing with Section 5898.10, (“Chapter 29”) and ordered the preparation and filing of a report (the “Report”) with the County Board and provided that bonds may be issued under the Resolution of Intention pursuant to the provisions of Chapter 29 or, in cooperation with the Sonoma County Public Financing Authority (the “Authority”), pursuant to the provisions of Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the “JPA Act”), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, as it may be amended from time to time.

B. Following notice duly given in accordance with law, the County Board held a public hearing regarding the SCEIP as described in the Report.

C. Following the public hearing, pursuant to its Resolution No. 09-0271, the County Board established the SCEIP and confirmed contractual assessments to be levied against properties in the County within the parameters of the Report.

D. Pursuant to the SCEIP, the County may enter into contractual assessment agreements (each, an “Assessment Contract”) with property owners whereby the County will extend financing to such property owners for the construction and/or installation of Improvements on or in the owners’ properties.

E. Pursuant to the Assessment Contracts, the property owners who are parties to such agreements will agree to repay the amounts disbursed to the owners under the Assessment Contracts, plus Capitalized Interest (defined herein), if applicable, through the levy of assessments by the County against the property owners’ properties pursuant to Section 5898.30 of Chapter 29 (each, an “Assessment”).

F. The Governing Board of the Authority (the "Authority Board") pursuant to its Resolution 09-0359 (the "Initial Resolution of Issuance") previously issued contractual assessment revenue bonds under and pursuant to the JPA Act for the purpose of providing funds to make separate loans (a separate loan with respect to each series of bonds) (the "Loans") to the County to make disbursements pursuant to the Assessment Contracts to property owners for the cost of Improvements.

G. The Initial Resolution of Issuance anticipated that the need may arise in the future, for the purpose of providing financing for the SCEIP, for the Authority Board to adopt additional resolutions providing for the issuance and sale of additional series of contractual assessment revenue bonds (each, an "Additional Series of Bonds") under and pursuant to the JPA Act and approving as to form and authorizing the execution and delivery of loan agreements and bond purchase agreements in connection therewith (each, an "Additional Resolution of Issuance").

H. Upon expiration of the authority to issue bonds pursuant to the Initial Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 09-0689 (the "Second Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Second Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 09-1024 (the "Third Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Third Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 10-0324 (the "Fourth Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Fourth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 10-0612 (the "Fifth Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Fifth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 11-0135 (the "Sixth Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Sixth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 11-0506 (the "Seventh Resolution of Issuance"), and upon expiration of the authority to issue bonds pursuant to the Seventh Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 12-0144 (the "Eighth Resolution of Issuance"), and upon expiration of the authority to issue bonds pursuant to the Eighth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 13-0117 (the "Ninth Resolution of Issuance") pursuant to which Resolutions of Issuance the Authority Board issued Additional Series of Bonds under and pursuant to the JPA Act for the

purpose of providing funds to make separate Loans to the County to make disbursements pursuant to the Assessment Contracts to property owners for the cost of Improvements.

J. The authority to issue bonds pursuant to the Ninth Resolution of Issuance expires on September 30, 2013 and upon such expiration the Authority Board desires to issue several Additional Series of Bonds (as determined in accordance with Sections 2.3 and 11.1 of this Resolution) (the "Bonds"), pursuant to and secured by this Resolution in the manner provided herein.

K. The issuance of the Bonds to provide funding for and in accordance with the SCEIP will provide significant public benefits to the citizens of the County in the form of more efficient delivery of the SCEIP to residential and commercial development within the County.

L. As required by Section 9 of the Initial Resolution of Issuance, this Additional Resolution of Issuance and related agreements are substantially in the form of the Initial Resolution of Issuance and the agreements approved thereby.

M. In order to effectuate the sale of the Bonds, the Authority Board desires to approve the form of, and authorize the execution and delivery of, one or more loan agreements (each, a "Loan Agreement" and collectively, the "Loan Agreements") and one or more bond purchase agreements (each individually, and collectively, as the context may require, the "Purchase Agreement"), the forms of which are on file with the Secretary of the Authority.

NOW THEREFORE, THE GOVERNING BOARD OF THE SONOMA COUNTY PUBLIC FINANCING AUTHORITY, CALIFORNIA HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

**SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION; AUTHORIZATION AND PURPOSE OF BONDS; EQUAL SECURITY.**

Section 1.1. Definitions. Unless the context otherwise requires, the following terms shall, for all purposes of this Resolution and of any Supplemental Resolution and of the Bonds, and of any certificate, opinion or other document herein mentioned, have the following meanings:

"Alternate Purchaser" means an original purchaser of a Series of Bonds, which is authorized as an original purchaser by an Alternate Purchaser Resolution of the Authority, and

which is not the Treasurer of the County of Sonoma, for and on behalf of the County Pool, or, for and on behalf of the Sonoma County Water Agency.

“Alternate Purchaser Resolution” means a resolution of the Authority authorizing an Alternate Purchaser to purchase a Series of Bonds, specifying the original aggregate principal amount of such Series of Bonds and approving the form of the Purchase Agreement for such Series of Bonds.

“Assessment Contracts” means, as to each Loan, the agreements by and between the County and property owners identified on the “Assessment Contract Schedule” attached as “Exhibit A” to the governing Loan Agreement, whereby the County agrees to provide financing to such property owners for the installation and/or construction of Improvements to the owners’ properties.

“Assessment Installments” means, as to each Loan, the installments of principal, interest and premium, if any, to be paid on the unpaid Assessments by the owners of real property as provided by the applicable Assessment Contracts. The term “Assessment Installments” does not include the “Annual Administrative Assessment” paid by property owners pursuant to the Assessment Contracts.

“Assessment Revenues” means, as to each Loan, the revenues received by the County in each Fiscal Year from the collection of the annual Assessment Installments, including any interest and penalties thereon and the proceeds of the exercise of any of the remedies for delinquent payments available under the applicable Loan Agreement or under Chapter 29; except to the extent and so long as the Assessments are included in the County’s Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (Teeter Plan), pursuant to Sections 4701 through 4717 of the California Revenue and Taxation Code, “Assessment Revenues” shall include only amounts attributable to the principal of Assessments and the interest thereon received by the County in each Fiscal Year from the collection of the annual Assessment Installments, and shall not include any penalties on Assessments, nor any statutory interest accruing on Assessments upon delinquency, nor the proceeds of the exercise of any of the remedies for delinquent payments available under the applicable Loan Agreement or under Chapter 29.

“Assessments” means, as to each Loan, the unpaid assessments levied by the County pursuant to Chapter 29 under the proceedings taken pursuant to the Resolution of Intention, constituting a first lien and charge upon real properties in the County as provided by the applicable Assessment Contracts.

“Available Term” means the available repayment terms of 5 years, 10 years, or 20 years with respect to Assessment Contracts securing any Loan, or any of them (as the context may require).

“Authority” means the Sonoma County Public Financing Authority, California.

“Authority Board” means the Governing Board of the Authority.

“Authority Treasurer” means the Treasurer of the Authority.

“Authorized Investment” means any obligation in which the Authority may lawfully invest its funds.

“Authorized Principal Amount” means an aggregate principal amount not to exceed \$60,000,000, less an amount equal to the original aggregate principal amount of any bonds issued pursuant to the Initial Resolution of Issuance, the Second Resolution of Issuance, the Third Resolution of Issuance, the Fourth Resolution of Issuance, the Fifth Resolution of Issuance, the Sixth Resolution of Issuance, the Seventh Resolution of Issuance, and the Eighth Resolution of Issuance which have not been refunded.

“Authorized Representative of the Authority” means any Member of the Authority Board, provided such Member of the Authority Board is authorized to act on behalf of the Authority under the Authority’s joint exercise of powers agreement, and the Authority Treasurer, and any other person designated by such officers and authorized to act on behalf of the Authority pursuant to this Resolution or any Supplemental Resolution.

“Bond Date” means the dated date of the Bonds, which shall be the Closing Date.

“Bonds” means the contractual assessment revenue bonds authorized by and at any time Outstanding pursuant to the provisions of this Resolution and as designated pursuant to Section 2.3 hereof.

“Business Day” means any day other than (i) a Saturday or a Sunday, (ii) a day on which banking institutions in the State or the Federal Reserve System are authorized or obligated by law or executive order to be closed, or (iii) a day on which the County offices are closed.

“Capitalized Interest” means funded interest on the Bonds through September 1, 2014.



“Chapter 29” means Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, commencing with Section 5898.10.

“Closing Date” means the date of delivery of the Bonds to or upon the order of the Purchaser.

“County” means the County of Sonoma, California.

“County Board” means the Board of Supervisors of the County.

“County Pool” means the Sonoma County Treasury Pooled Investment Fund.

“Debt Service Fund” means the Bonds Debt Service Fund created and established pursuant to Section 4.2 hereof.

“Energy Independence Fund” means the fund by that name created and established pursuant to Resolution No. 09-0358 of the County Board, adopted on April 21, 2009.

“Escrow Fund” means the fund by that name created and established pursuant to Section 4.8 hereof.

“Event of Default” means any of the events described in Section 10.1 of this Resolution of Issuance.

“Federal Securities” means those securities described in Sections 1360 and 1360.1 of the California Financial Code and includes United States Treasury notes, bonds, bills or certificates of indebtedness, or obligations for which the faith and credit of the United States are pledged for the payment of principal and interest, including the guaranteed portions of small business administration loans so long as the loans are obligations for which the faith and credit of the United States are pledged for the payment of principal and interest.

“Fiscal Agent” means (i) the Authority Treasurer or (ii) any bank, trust company, national banking association or other financial institution appointed as fiscal agent for the Bonds in the manner provided in this Resolution. Pursuant to Section 6.1 of this Resolution, the initial Fiscal Agent shall be the Authority Treasurer.

“Fiscal Year” means any twelve-month period extending from July 1st in one calendar year to June 30th of the succeeding calendar year, both dates inclusive, or any other twelve-month period selected and designated by the Authority as its official fiscal year period.

“Improvements” means the qualifying distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements, acquired and constructed or installed on or in properties in the County pursuant to the Assessment Contracts.

“Independent Public Accountant” means any certified public accountant or firm of certified public accountants appointed and paid by the Authority, the County, or the County Pool who, or each of whom (i) is in fact independent and not under domination of the Authority, the County, or the County Pool; (ii) does not have any substantial interest, direct or indirect, in the Authority, the County, or the County Pool; and (iii) is not connected with the Authority, the County, or the County Pool as an officer or employee of the Authority, the County, or the County Pool but who may be regularly retained to make annual or other audits of the books of, or reports to, the Authority, the County, or the County Pool.

“Interest Payment Date” means, with respect to any Bond, March 2 and September 2 in each year, beginning on September 2, 2014, and continuing thereafter so long as any Bonds of that Series remain Outstanding; provided, however, that, if any such day is not a Business Day, interest up to the Interest Payment Date will be paid on the Business Day next succeeding such date.

“Interest Rate Period” means, with respect to any Bond, a two-year period commencing on September 2 and ending on the second September 1 following such September 2, except that (i) the first Interest Rate Period shall begin on the Bond Date and end on the last subsequently occurring September 1 which is not more than 23 months after the Bond Date, and (ii) the last Interest Rate Period may be a period of duration of two years or less so that such Interest Rate Period terminates on the Maturity Date or Redemption Date of such Bond.

“JPA Act” means Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended, including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act.

“Loan” means, collectively, or if the context requires, the applicable Loan made pursuant to the respective Loan Agreement.

“Loan Agreement” means, collectively or, if the context requires, the applicable Loan Agreement, by and between the Authority and the County, each dated as of Closing Date of the related Series of Bonds as set forth in the applicable Purchase Agreement.

“Loan Fund” means the fund by that name established and held by the Fiscal Agent pursuant to Section 4.1 of this Resolution.

“Maturity Date” means the date specified in any Bond on which the principal of such Bond becomes due and payable.

“Non-Refunding Bonds” means any or all (as the context may require) Series of Bonds that do not refund a Series of Bonds issued on an earlier Bond Date.

“Outstanding”, when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 12.6) all Bonds theretofore executed, issued and delivered by the Authority under this Resolution except (i) Bonds theretofore cancelled by the Authority Treasurer or surrendered to the Authority Treasurer for cancellation, (ii) Bonds paid and discharged pursuant to the terms of Section 7, and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered pursuant to this Resolution.

“Owner” when used with respect to any Bond, means the person in whose name the ownership of such Bond is registered on the Registration Books maintained by the Fiscal Agent.

“Principal Payment Date” means, with respect to any Series of Bonds, the applicable September 2 Maturity Date.

“Prior Bonds” means any or all (as the context may require) Series of Bonds that are being refunded by a Series of Bonds issued on a later Bond Date.

“Prior Loan” means, with respect to any Series of Prior Bonds, the Loan made pursuant to the Prior Loan Agreement.

“Prior Loan Agreement” means, with respect to any Series of Prior Bonds, the Loan Agreement related to such Series of Prior Bonds.

“Program Expense Fund” means the fund by that name established in the Energy Independence Fund pursuant to Resolution No. 09-0358 of the County Board, adopted on April 21, 2009.

“Purchase Agreement” means collectively or, if the context requires, the applicable Bond Purchase Agreement authorized pursuant to Section 12.7(d) of this Resolution.

“Purchaser” means (i) the Treasurer of the County of Sonoma, for and on behalf of the County Pool, or, for and on behalf of the Sonoma County Water Agency or (ii) an Alternate Purchaser.

“Refunding Bonds” means any or all (as the context may require) Series of Bonds that refund a Series of Bonds issued on an earlier Bond Date.

“Record Date” means, with respect to any Interest Payment Date, the fifteenth day of the calendar month immediately preceding the applicable Interest Payment Date, whether or not such day is a Business Day.

“Redemption Date” means, with respect to any Bonds, the date on which such Bonds have been called to be redeemed pursuant to Section 3.1 or 3.2 of this Resolution prior to their Maturity Date.

“Redemption Notice” has the meaning provided in Section 3.4 hereof.

“Registration Books” means the records maintained by the Fiscal Agent pursuant to Section 2.10 hereof for the registration and transfer of ownership of the Bonds.

“Resolution” means this Resolution and includes subsequent amendments hereof and any Supplemental Resolution.

“Resolution of Intention” means Resolution No. 09-0184 of the County Board, adopted on March 3, 2009.

“Revenues” means as to each Series of Bonds, (a) all amounts paid by the County to the Authority or the Fiscal Agent pursuant to the applicable Loan Agreement other than administrative fees and expenses and indemnity against claims payable to the Authority and the Fiscal Agent, (b) all moneys deposited and held from time to time by the Fiscal Agent in the corresponding account of the Debt Service Fund established hereunder with respect to the Bonds, and (c) investment income with respect to any moneys held by the Fiscal Agent in the corresponding account of the Debt Service Fund established hereunder with respect to the Bonds.

“SCEIP” means the Sonoma County Energy Independence Program, established pursuant to Resolution No. 09-0271 of the County Board, adopted on March 25, 2009 under Chapter 29, as modified from time to time.

“Series” means each series of Bonds issued and designated pursuant to and in accordance with Section 2.3 and Section 12.7(d) hereof.

“State” means the State of California.

“Supplemental Resolution” means any resolution adopted by the Authority Board amendatory of or supplemental to this Resolution.

Section 1.2. Rules of Construction. All references in this Resolution to “Sections,” and other subdivisions, unless indicated otherwise, are to the corresponding Sections or subdivisions of this Resolution; and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Resolution as a whole and not to any particular Section or subdivision hereof.

Section 1.3. Authorization and Purpose of Bonds. The Authority Board has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen and be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now authorized, pursuant to each and every requirement of law, to issue the Bonds in the manner and form as in this Resolution provided. The Authority Board hereby authorizes the issuance of the Bonds pursuant to the JPA Act and this Resolution for the purpose of providing funds (i) to make the Loans to the County to make disbursements pursuant to the Assessment Contracts to or on behalf of property owners for the cost of Improvements and to make repayments to a revolving fund from which the County disbursed funds to property owners pursuant to Assessment Contracts, and (ii) to fund Capitalized Interest.

Section 1.4. Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, this Resolution shall be deemed to be and shall constitute a contract between the Authority and the Owners of the Bonds; and the covenants and agreements herein set forth to be performed on behalf of the Authority shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution or delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

**SECTION 2. THE BONDS.**

**Section 2.1. Equality of Bonds, Pledge.**

(a) As to each Series of Bonds issued hereunder, the Authority hereby pledges, in trust for the protection and security of the Owners, all of its right, title and interest in the Revenues for the payment of principal of, premium (if any), and interest on such Series. Pursuant to the JPA Act and this Resolution, all Bonds of a Series shall be and are equally secured by a pledge of and lien upon the Revenues.

(b) The Bonds and interest thereon are not payable from the general funds of the Authority or the County. Neither the credit of the County or the Authority nor the taxing power of the County is pledged for the payment of the Bonds or the interest thereon, and no Owner of the Bonds may compel the exercise of any taxing power by the County or force the forfeiture of any of its property. The principal of, and premium (if any) and interest on the Bonds are not a debt of the County nor a legal or equitable pledge, charge, lien or encumbrance upon any of the property of the Authority or the County, or upon any of their income, receipts or revenues, other than the Revenues.

**Section 2.2. Collection of Assessments.** The Assessment Installments shall be payable as provided in the Assessment Contracts and shall be payable in the same manner and at the same time and in the same installments as general taxes on real property are payable, and become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do general taxes on real property. Nothing in this Resolution or in any Supplemental Resolution shall preclude the redemption prior to maturity of any Bonds or the payment of the Bonds from proceeds of refunding bonds issued under any law of the State.

**Section 2.3. Issuance of Bonds.** (a) The issuance of the Bonds is hereby authorized as provided in this Resolution in accordance with the provisions of the Resolution of Intention and the JPA Act and the proceedings conducted thereunder. The aggregate initial principal amount of such Bonds shall not exceed the sum of: (i) the Authorized Principal Amount for any Bonds originally purchased by a Purchaser other than an Alternate Purchaser and (ii) the maximum aggregate initial principal amount specified in the applicable Alternate Purchaser Resolution for any Bonds purchased by an Alternate Purchaser.

(b) The Bonds may be issued in Series, with the exact principal amount of each Series of Bonds to be determined by the Authority Treasurer in accordance with Section 12.7(d) of this Resolution.

(c) Each Series of Bonds shall bear a series designation comprised of the calendar year of issuance, a letter designated alphabetically by date of issuance within a calendar year, a number correlating to the repayment period of the Assessment Contracts identified in the Loan Agreement relating to such Series and the parenthetical phrase "Non-Residential" for any Series relating solely to Assessment Contracts for properties that are not used for single-family residential purposes. In the event that on any date of issuance, there is more than one Series of Bonds with the same repayment period, with at least one such Series of Bonds to be purchased by the Treasurer of Sonoma County for and on behalf of the Sonoma County Water Agency or an Alternate Purchaser, then the designation of such Series of Bonds to be purchased by the Treasurer of Sonoma County for and on behalf of the County Pool shall include "P-" before the calendar year, the designation of such Series of Bonds to be purchased by the Treasurer of Sonoma County for and on behalf of the Sonoma County Water Agency shall include "W-" before the calendar year, and the designation of such Series of Bonds to be purchased by an Alternate Purchaser shall include "A-" before the calendar year.

(d) If the Bonds are Refunding Bonds, their designation additionally shall indicate they are Refunding Bonds.

(e) The Bonds shall be issued only in fully registered form without coupons in the denomination of \$5,000 or any integral multiple thereof, or in such other denomination or denominations as determined by the Authority Treasurer. The Bonds, the form of Fiscal Agent's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution. The Bonds shall be dated the applicable Closing Date determined in accordance with the respective Purchase Agreement, and shall mature and be payable on September 2 in the years and in the principal amounts specified in such Purchase Agreement. The interest rate for each Series of Bonds shall be:

(i) calculated on the basis of a 360-day year of twelve 30-day months;

(ii) (A) for the first Interest Rate Period with respect to such Bonds, at an initial rate of three percent (3%); and (B) for any succeeding Interest Rate Period, at a rate equal to one-half of one percent (0.50%) plus the net interest rate earned by the County Pool as of the most recent quarter ending immediately prior to commencement of such Interest Rate Period; or equal to such other interest rate as determined by the Authority, the County, and the Purchaser(s) of the applicable Series of Bonds prior to the commencement of the applicable Interest Rate Periods; and

- (iii) in any event shall not exceed 12% per annum.

Section 2.4. Application of Proceeds of Sale of Bonds and Funds Received from the County. Upon the delivery of the Bonds to the purchasers thereof, the Fiscal Agent, on behalf of the Authority, shall receive the proceeds from the sale of the Bonds and shall deposit such proceeds as follows: (a) deposit in the applicable account of the Escrow Fund such amount (if any) as provided in Section 4.8, for the purpose of refunding and defeasing Prior Bonds in accordance therewith, (b) deposit in the applicable account of the Debt Service Fund an amount representing Capitalized Interest, as provided in Section 4.2, to be used to pay interest on the Bonds through September 1, 2014, (c) deposit in the Loan Fund (or the applicable account of the Loan Fund, if accounts therein have been created pursuant to Section 4.1) the amount specified in writing by the County for the purpose of making the Loans. The Fiscal Agent shall transfer the balance of the proceeds of the Bonds to the County for deposit in the Program Expense Fund.

Section 2.5. Medium and Payment. Principal of, and premium (if any) and interest on the Bonds shall be payable in lawful money of the United States of America. The principal of each Series of Bonds shall be payable on the respective Maturity Date set forth in the applicable Bonds and in conformance with the applicable Purchase Agreement. Interest with respect to each Bond shall accrue from the respective Bond Date. Interest on any Bond shall be payable from the Interest Payment Date next preceding the date of authentication of that Bond, unless one of the following applies: (i) if such date of authentication is an Interest Payment Date, then interest shall be payable from such date of authentication, (ii) except where clause (iii) is applicable, if the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, then interest shall be payable from such Interest Payment Date, or (iii) if the date of authentication is prior to the close of business on the first Record Date or if the Bond Date occurs after the 15th day of the calendar month immediately before the first Interest Payment Date, then interest shall be payable from the Bond Date. Notwithstanding the foregoing, if at the time of authentication of such Bond, interest is in default, interest on that Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment.

Principal of and interest on any Bond shall be paid by check of the Fiscal Agent mailed on or before the Interest Payment Date by first class mail, postage prepaid, to the person whose name appears in the Registration Books as the Owner of such Bond as of the close of business on the Record Date, to the address that appears on the Registration Books (or in such other manner as determined by a Purchaser if such Purchaser is the sole Owner as to a Series of Bonds), provided that the payment of principal of the Bonds on the final Maturity Date



and the payment of the principal of the Bonds and any premium due upon the redemption thereof shall be payable upon presentation and surrender thereof at maturity or earlier redemption at the office of the Fiscal Agent. In addition, (i) upon a request in writing received by the Fiscal Agent on or before the applicable Record Date from an Owner of \$1,000,000 or more in principal amount of the Bonds, or (ii) so long as the Purchaser is the sole Owner of any Series of Bonds and the Purchaser requests the Authority for payment by wire transfer, payment shall be made on the Interest Payment Date by wire transfer in immediately available funds to an account designated by such Owner. Further, so long as the Purchaser is the sole Owner of any Series of Bonds, payment may be made on the Interest Payment Date by any other method acceptable to the Owner.

Each Bond shall bear interest until its principal sum has been paid; provided, however, that if at the Maturity Date of any Bond, or if at the Redemption Date of any Bond which has been duly called for redemption as herein provided, funds are available for the payment or redemption thereof in full accordance with the terms of this Resolution, the Bond shall then cease to bear interest.

Section 2.6. Form of Bonds and Certificate of Authentication and Registration.

The Bonds shall be sold to the Purchaser and shall be initially issued in the form of a fully registered bond or bonds registered in the name of the Purchaser. The form of the Bond, the form of the certificate of authentication and the form of registration thereon shall be substantially in the form attached hereto as Exhibit A and incorporated herein by this reference. The Bonds may be printed, lithographed or typewritten and may contain such reference to any of the provisions of this Resolution as may be appropriate.

Section 2.7. Execution and Authentication. The Bonds shall be executed by the manual or facsimile signature of the Chair of the Authority, or the Vice Chair of the Authority in the Chair's absence, and attested by the manual or facsimile signature of the Secretary of the Authority. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed have been authenticated and delivered by the Authority Treasurer (including new Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or to lost, stolen, destroyed or mutilated Bonds), such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed such Bonds had not ceased to hold such offices.

The Bonds shall bear thereon a certificate of authentication and registration, in the form set forth in Exhibit A hereto, executed by the manual signature of the Authority Treasurer or the Assistant Treasurer of the Authority. Only such Bonds as shall bear thereon

such certificate of authentication and registration shall be entitled to any right or benefit under this Resolution, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication and registration shall have been duly executed by the Authority Treasurer.

Section 2.8. Registration of Exchange or Transfer. The registration of any Bond may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Fiscal Agent, accompanied by delivery of a written instrument of transfer in a form acceptable to the Fiscal Agent and duly executed by the Owner or his or her duly authorized attorney. Bonds may be exchanged at the office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations. The Authority and the Fiscal Agent will not charge for any new Bond issued upon any exchange, but may require the Owner requesting such transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. Whenever any Bond or Bonds shall be surrendered for registration of transfer or exchange, the Fiscal Agent shall authenticate and deliver a new Bond or Bonds; provided that the Fiscal Agent shall not be required to register transfers or make exchanges of (i) Bonds for a period of 15 days next preceding the date of any selection of Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

Section 2.9. Mutilated, Lost, Destroyed or Stolen Bonds. If any Bond shall become mutilated, the Chair of the Authority, or Vice Chair of the Authority in the Chair's absence, at the expense of the Owner of such Bond, shall execute, and the Authority Treasurer shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and aggregate principal amount in authorized denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be cancelled and destroyed. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to the Fiscal Agent and indemnity satisfactory to the Fiscal Agent shall be given, the Chair of the Authority, or the Vice Chair of the Authority in the Chair's absence, at the expense of the Owner, shall execute, the Authority Treasurer shall thereupon authenticate, and the Fiscal Agent shall deliver, a new Bond of like Series and tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Fiscal Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Fiscal Agent). The Fiscal Agent may require payment of a reasonable fee for each new Bond issued under this Section 2.9 and of the expenses which may be incurred by the Authority and the Fiscal Agent. Any Bond issued

under the provisions of this Section 2.9 in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original contractual obligation on the part of the Authority whether or not the Bond alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution.

Section 2.10. Registration Books. The Fiscal Agent will keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as he or she may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, Bonds as herein provided.

The Authority and the Fiscal Agent may treat the Owner of any Bond whose name appears on the Registration Books as the absolute Owner of such Bond for any and all purposes, and the Authority and the Fiscal Agent shall not be affected by any notice to the contrary. The Authority and the Fiscal Agent may rely on the address of the Owner as it appears in the Registration Books for any and all purposes. It shall be the duty of each Owner to give written notice to the Authority and the Fiscal Agent of any change in such Owner's address so that the Registration Books may be revised accordingly.

Section 2.11. Validity of the Bonds. The validity of the authorization and issuance of the Bonds shall not be dependent upon the completion of the Improvements or upon the performance by any person of such person's obligation with respect to the Improvements.

Section 2.12. Refunding of Bonds. The Bonds may be refunded by the Authority at any time as permitted by and in accordance with this Resolution and applicable law including, but not limited to, the JPA Act.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section shall in any way prohibit the redemption of Bonds under Section 3 hereof, or the defeasance of the Bonds and discharge of all obligations of the Authority under this Resolution under Section 7 hereof.

### **SECTION 3. REDEMPTION OF BONDS.**

Section 3.1. Mandatory Redemption. The Bonds shall be redeemed prior to maturity, in whole or in part, on any Interest Payment Date by lot within a Series from monies received from the sources, to the extent of and in the manner set forth in the fifth paragraph of Section 4.3 hereof, at a redemption price, expressed as a percentage of the principal amount of

the Bonds to be redeemed, of 103 percent, together with accrued interest to the Redemption Date; provided, so long as the Purchaser is the sole Owner as to the Series of Bonds subject to redemption, the Purchaser may waive (pursuant to Section 12.8 hereof) the right to receive all or a portion of the redemption premium pursuant to this Section 3.1, upon which waiver the redemption price shall be equal to the principal amount of the Bonds to be redeemed, plus such redemption premium (if any) specified by the Purchaser, expressed as a percentage of the principal amount of the Bonds to be redeemed and not to exceed three percent (3%), together with accrued interest to the Redemption Date.

Section 3.2. Optional Redemption. (a) The Bonds may be redeemed prior to maturity, in whole or in part, on the fifteenth (15th) calendar day of any month by lot within a Series from monies on deposit and available for such purpose in the applicable account of the Debt Service Fund from sources other than those referred to in Section 3.1, at the option of the Authority, at a redemption price, expressed as a percentage of the principal amount of the Bonds to be redeemed, of 103 percent, together with accrued interest to the Redemption Date; provided, so long as the Purchaser is the sole Owner as to the Series of Bonds subject to redemption, the Purchaser may waive (pursuant to Section 12.8 hereof) the right to receive all or a portion of the redemption premium pursuant to this Section 3.2(a), upon which waiver the redemption price shall be equal to the principal amount of the Bonds to be redeemed, plus such redemption premium (if any) specified by the Purchaser, expressed as a percentage of the principal amount of the Bonds to be redeemed and not to exceed three percent (3%), together with accrued interest to the Redemption Date.

(b) Any Series of Bonds may be redeemed prior to maturity, in whole, on any date by lot within a Series, from monies on deposit and available for such purpose in an account of the Escrow Fund, in accordance with Section 4.8, from the sale and issuance of Refunding Bonds under this Resolution or additional refunding bonds designated as "Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds" pursuant to a subsequent resolution of the Authority Board, at the option of the Authority, at a redemption price equal to the principal amount of the Bonds to be redeemed, without premium, together with accrued interest to the Redemption Date; provided, the Redemption Date of any Series of Bonds redeemed pursuant to this Section 3.2(b) shall be the Closing Date of the Refunding Bonds providing the proceeds to redeem such Series of Bonds.

Section 3.3. Selection of Bonds for Redemption. If less than all of the Outstanding Bonds of any Series are to be redeemed pursuant to Section 3.1 or Section 3.2(a),

the Authority Treasurer shall select the Bonds of such Series to be redeemed by lot in any manner that the Authority Treasurer deems fair.

Section 3.4. Notice of Redemption. In the event that Bonds are to be redeemed as provided in this Section 3, at least 30 days or other such shorter period upon the consent of the Owners of any Bonds designated for redemption, but not more than 60 days prior to any Redemption Date, a notice of redemption (the "Redemption Notice") shall be sent by personal service, or registered or certified mail by the Fiscal Agent to the Owners of any Bonds designated for redemption and, if a single Purchaser is not the sole Owner as to a Series of Bonds subject to redemption, to such securities depositories and securities information services as shall be designated by the Authority Treasurer; provided, with respect to Bonds to be redeemed pursuant to Section 3.2(b), a Redemption Notice shall be provided on the Redemption Date, if the Redemption Notice is not waived pursuant to Section 12.8 of this Resolution. Such Redemption Notice shall specify: (i) the Bonds or designated portions thereof which are to be redeemed, (ii) the date of redemption, (iii) the redemption price, (iv) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, and (v) if less than all Bonds of a Series are to be redeemed, the Bond numbers of the Bonds to be redeemed, and shall require that such Bonds be surrendered at the office of the Fiscal Agent for redemption at the redemption price. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with interest accrued to the Redemption Date, and that from and after such Redemption Date interest thereon shall cease to accrue and be payable.

Neither failure to receive any Redemption Notice nor any defect in such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Each check or other transfer of funds issued by the Fiscal Agent for the purpose of redeeming Bonds shall bear to the extent specified the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 3.5. Partial Redemption of Bonds. Upon surrender of any Bond to be redeemed in part only, the Fiscal Agent shall authenticate and deliver to the Owner a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered, with the same interest rate and the same maturity and of the same Series. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the Authority shall be released and discharged thereupon from all liability to the extent of such payment.

Section 3.6. Effect of Notice and Availability of Redemption Price. Notice of redemption having been duly given, as provided in Section 3.4, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption:

(1) The Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this Resolution, anything in this Resolution or in the Bonds to the contrary notwithstanding;

(2) Upon presentation and surrender thereof at the office of the Fiscal Agent, such Bonds shall be redeemed at the redemption price;

(3) From and after the Redemption Date, the Bonds or portions thereof so designated for redemption shall be deemed to be no longer Outstanding and such Bonds or portions thereof shall cease to accrue interest; and

(4) From and after the date fixed for redemption no Owner of any of the Bonds or portions thereof so designated for redemption shall be entitled to any of the benefits of this Resolution, or to any other rights, except with respect to payment of the redemption price and interest accrued to the Redemption Date from the amounts so made available.

#### **SECTION 4. FUNDS AND ACCOUNTS.**

Section 4.1. Disposition of Bond Proceeds; Loan Fund. There is hereby established a special fund held by the Fiscal Agent called the "Loan Fund," into which shall be deposited proceeds of sale of the Bonds pursuant to Section 2.4. The Loan Fund may be maintained, at the Fiscal Agent's discretion, or if directed by the Authority shall be maintained, in the form of one or more separate accounts within such fund which are established for the purpose of holding the proceeds of separate Series of Bonds subject to separate Loan Agreements. Moneys in the Loan Fund or in any accounts therein shall be disbursed by the Fiscal Agent to or on behalf of the County in accordance with a written request of the County provided to the Fiscal Agent pursuant to the respective Loan Agreement.

Section 4.2. Establishment of Bonds Debt Service Fund and Accounts. For administering and controlling the Revenues, the Capitalized Interest, and any related monies, there is hereby created and established the Bonds Debt Service Fund (the "Debt Service Fund"), such special fund to be maintained by the Fiscal Agent in trust. The Fiscal Agent shall establish

with respect to each Series of Bonds a separate account within the Debt Service Fund designated using the name of the applicable Series of Bonds.

Section 4.3. Debt Service Fund. The Fiscal Agent hereby agrees to maintain the Debt Service Fund and accounts therein until all payments of principal of and premium (if any) and interest on the Bonds have been made and all of the Bonds have been paid or redeemed. All Revenues received by the Authority or the Fiscal Agent from the County pursuant to a Loan Agreement shall be deposited and held in the corresponding account of the Debt Service Fund relating to the Series of Bonds to which such Revenues are pledged as security.

Proceeds of the Bonds deposited into the applicable account of the Debt Service Fund pursuant to Section 2.4 shall be used on September 2, 2014 to pay interest due on the applicable Series of Bonds through September 1, 2014. Any moneys remaining in the applicable account of the Debt Service Fund on September 3, 2014 shall be transferred to the Loan Fund (or separate accounts of the Loan Fund if established).

On each Interest Payment Date and each Principal Payment Date, the Fiscal Agent shall make payments of interest and principal, respectively, due and payable with respect to each Series of Bonds then Outstanding from monies in the corresponding accounts of the Debt Service Fund. If, on any Interest Payment Date or Principal Payment Date, there are insufficient funds in an account of the Debt Service Fund to make the payments with respect to a Series of Bonds provided for in the preceding sentence, available monies shall be applied first to the payment of interest on the applicable Bonds, and then to the payment of principal due on such Bonds and then to the payment of principal due on such Bonds or any portion thereof called for redemption pursuant to Section 3 hereof.

On each September 3, commencing September 3, 2015, all monies in any account of the Debt Service Fund in excess of the amount necessary to make the payments of principal of and interest on the applicable Series of Bonds then due or overdue and payable on such date (assuming all Owners entitled to payment on or before such date take or have taken any and all actions necessary on their part to receive amounts due them) shall, to the extent permitted by law, be applied as follows:

(a) The moneys shall be retained in such account of the Debt Service Fund; or

(b) The moneys shall be applied to the advance maturity and redemption of the Bonds of such Series pursuant to Section 3.2(a).

Amounts received from, or on behalf of, the County as prepayment of any Loan pursuant to Section 4.4 shall be deposited by the Fiscal Agent in the applicable account of the Debt Service Fund for application pursuant to Section 4.5. Such Loan prepayment amounts shall be used to pay the principal of and redemption premium (if any) on the corresponding Series of Bonds or such portion thereof which shall have been advanced pursuant to the JPA Act, Section 3.1 or 3.2, and this paragraph. The Fiscal Agent shall advance the maturity of and call Bonds for redemption pursuant to this Resolution and the JPA Act whenever and to the extent of any special prepayment of the Loans pursuant to Section 4.4, sufficient to pay the principal thereof plus the redemption premium (if any) of Bonds of the related Series. On or after each Redemption Date, or prior thereto, upon presentation and surrender thereof, the Fiscal Agent shall pay the principal of and redemption premium (if any) of each such Series of Bonds the maturity of which has been so advanced, and the interest accrued on such Bond to the earlier of the Principal Payment Date or Redemption Date, from monies in the applicable account of the Debt Service Fund.

Any amounts remaining in any account of the Debt Service Fund after payment of the Bonds of the corresponding Series and the interest thereon shall be applied in accordance with Section 4.7.

Section 4.4. Prepayment of Loans. (a) The County shall prepay any Loan to the extent any owner of assessed land prepays the Assessment of an Assessment Contract identified on the related Assessment Contract Schedule attached as "Exhibit A" to the applicable Loan Agreement.

(b) The County may prepay any Loan, in whole or in part, from any available source of funds other than those referred to in paragraph (a), including from moneys on deposit in the Loan Fund or applicable separate account and any related progress payment account established by the County pursuant to the Assessment Contracts.

Section 4.5. Application of Prepaid Loans. Upon receiving a prepayment of a Loan pursuant to Section 4.4(a) or (b), the Fiscal Agent shall deposit it in the related account of the Debt Service Fund to be applied for payment to Owners of the corresponding Bonds redeemed in accordance with Section 3.1 or 3.2.

Section 4.6. Certain Procedures Upon Redemption. If notice of redemption is given, the Bonds so advanced shall mature and become payable on the date fixed for redemption in the notice. The Owner of any such Bond may, prior to the date of redemption, with the consent of the Fiscal Agent, surrender it and receive the principal and interest thereon



to the date of payment together with the redemption premium provided for the Bond, if any. If the Bond has not been sooner surrendered on the date fixed for redemption, the Fiscal Agent shall set aside to the credit of the Owner of the Bond the amount of principal and accrued interest then due on the Bond together with the redemption premium, if any, and the Bond shall then be deemed to have matured and interest shall cease to accrue on the Bond. The amount so set aside shall upon demand and upon the surrender and cancellation of the Bond be paid to the Owner of the Bond.

Section 4.7. Debt Service Fund Surplus. If there is a surplus remaining in any account in the Debt Service Fund after payment of all Bonds of a Series corresponding to such account and the interest thereon, plus applicable redemption premium (if any), that surplus shall be released from the pledge and lien hereunder and transferred to the County to be used for the benefit of the SCEIP or, upon the direction of the County, to cure any deficiency in any other account of the Debt Service Fund pursuant to Section 5.2 of this Resolution.

Section 4.8. Escrow Fund; Refunding Bonds. (a) There is hereby created and established with the Fiscal Agent a special and irrevocable trust fund designated the Escrow Fund (the "Escrow Fund"), (in which there shall be established and created a 5-Year Account, a 10-year Account, and a 20-year Account) to be held by the Fiscal Agent separate and apart from all other funds of the Authority, the County, or the Fiscal Agent and used only for the purposes and in the manner provided in this Section 4.8.

(b) The initial Series of Bonds issued under this Resolution with respect to each Available Term shall be Non-Refunding Bonds.

(c) To minimize the costs associated with the administration and maintenance of multiple funds and accounts, subsequent Series of Bonds issued under this Resolution with respect to each Available Term may be Refunding Bonds. Refunding Bonds relating to an Available Term shall refund and defease only Prior Bonds relating to the same Available Term. Refunding Bonds may be issued for the additional purpose of providing additional funds for deposit in the Loan Fund pursuant to Section 2.4 in order to provide for additional Loans to the County for the making of disbursements from the Loan Fund in accordance with this Resolution.

(d) In accordance with Section 7.1(a) of this Resolution, upon the issuance of any Series of Refunding Bonds, the Authority shall cause to be deposited with the Fiscal Agent in the applicable account of the Escrow Fund the following: (i) the then Outstanding principal

amount of the Prior Bonds being refunded and defeased by such Series of Refunding Bonds, and (ii) interest accrued and unpaid on such Prior Bonds to the Redemption Date.

(e) Upon receipt of the moneys described in paragraph (d), the Fiscal Agent shall pay such moneys to the Owners of the Prior Bonds for the equal and ratable benefit of such Owners. If not waived by the Purchaser pursuant to Section 12.8, a Redemption Notice shall be provided by the Fiscal Agent to the Owners of the Prior Bonds in accordance with Section 3.4.

(f) The Authority and the Fiscal Agent represent and agree that, concurrently with the initial deposit of the moneys in the applicable account of the Escrow Fund pursuant to paragraph (d), (i) the Prior Bonds will no longer be deemed to be Outstanding and unpaid within the meaning and with the effect expressed in Section 7 of this Resolution, and (ii) the Prior Loan will no longer be deemed to be outstanding and unpaid within the meaning and with the effect expressed in the Prior Loan Agreement.

(g) Monies remaining on deposit in any account of the Escrow Fund after payment of all amounts to the Owners of the applicable Series of Prior Bonds pursuant to paragraph (e) shall be released to the County for the benefit of the SCEIP within five (5) Business Days after such payment to the Owners of the applicable Series of Prior Bonds.

Section 4.9. Investments. (a) Except for the Escrow Fund (and the accounts therein), all moneys in any of the funds or accounts established pursuant to this Resolution shall be invested by the Fiscal Agent solely in Authorized Investments. All moneys in the Escrow Fund (and the accounts therein) shall be invested by the Fiscal Agent solely in Federal Securities. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts shall be deposited in the fund or account from which such investment was made. The Fiscal Agent shall incur no liability for losses arising from any investments made pursuant to this Section.

(b) For the purpose of determining the amount in any fund or account established hereunder, the value of investments credited to such fund or account shall be calculated at the cost thereof, excluding accrued interest and brokerage commissions, if any.

(c) Moneys in the Debt Service Fund and the accounts therein shall be invested only in obligations which will by their terms mature on such dates as to ensure the timely payment of principal and interest on the corresponding Bonds as the same become due.

The Fiscal Agent shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer for such funds and accounts or from such funds and accounts. For the purpose of determining at any given time the balance in any fund or account, any such investments constituting a part of such fund and account shall be valued at their amortized cost.

#### **SECTION 5. COVENANTS.**

So long as any of the Bonds issued hereunder are outstanding, the Authority makes the following covenants with the Owners (to be performed by the Authority or its proper officers, agents or employees), which covenants are necessary, convenient and desirable to secure the Bonds; provided, however, that said covenants do not require the Authority to expend any funds other than the Revenues.

Section 5.1. Punctual Payment. The Authority will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Resolution and any Supplemental Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and all Supplemental Resolutions and of the Bonds.

Section 5.2. Limited Obligation; No Required Advances From Available Surplus Funds. The Bonds are limited obligation bonds and are payable solely from and secured solely by Revenues, including the amounts in the applicable account of the Debt Service Fund. Notwithstanding any other provision of this Resolution, the Authority shall, at the direction of the County in its sole and absolute discretion, advance available surplus funds from any account of the Debt Service Fund, determined in accordance with Section 4.7 of this Resolution, to cure any deficiency in any other account in the Debt Service Fund.

Section 5.3. General. The Authority shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Authority under the provisions of this Resolution. The Authority warrants that upon the date of execution and delivery of the Bonds, the conditions, acts and things required by law and this Resolution to exist, to have happened and to have been performed precedent to and in the execution and delivery of such Bonds do exist, have happened and have been performed and

the execution and delivery of the Bonds shall comply in all respects with the applicable laws of the State.

Section 5.4. Protection of Security and Rights of Owners. The Authority will preserve and protect the security of the Bonds and the rights of the Owners thereto, and will warrant and defend their rights to such security against all claims and demands of all persons. From and after the delivery of the Bonds by the Authority, the Bonds shall be incontestable by the Authority.

Section 5.5. Against Encumbrances. The Authority will not encumber, pledge or place any charge or lien upon any of the Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Resolution.

Section 5.6. Accounting Records and Statements. The Authority will keep or cause to be kept proper accounting records in which complete and correct entries shall be made of all transactions relating to the receipt, deposit and disbursement of the Revenues, and such accounting records shall be available for inspection upon five (5) Business Days' written notice by any Owner or such Owner's agent duly authorized in writing at reasonable hours and under reasonable conditions.

Section 5.7. Further Assurances. The Authority will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of its duties under this Resolution, and for the better assuring and confirming unto the Owners of the Bonds the rights and benefits provided in this Resolution.

## **SECTION 6. FISCAL AGENT .**

### Section 6.1. Fiscal Agent; Appointment and Acceptance of Duties.

(a) The Authority Board hereby appoints the Authority Treasurer to act as the initial Fiscal Agent for the Bonds under this Resolution. All fees and expenses incurred for services of the Fiscal Agent shall be the sole responsibility of the Authority. The Fiscal Agent, if other than the Authority Treasurer acting as Fiscal Agent, pursuant to Section 6.6 hereof shall have the powers of a trust company within or without the State.

(b) Unless otherwise provided, the office of the Fiscal Agent designated by the Fiscal Agent shall be the place for the payment of principal of, premium, if any, and interest on the Bonds.

Section 6.2. Liability of Fiscal Agent. The Fiscal Agent, if other than the Authority Treasurer or except as expressly provided in a certificate of the Fiscal Agent in connection with the issuance and delivery of the bonds on the Closing Date, makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Fiscal Agent shall incur no liability in response hereof or thereof.

Section 6.3. Evidence on Which Fiscal Agent May Act. The Fiscal Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed and presented by the proper party or parties. The Fiscal Agent may consult with counsel, who may or may not be counsel to the County or the Authority, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith in accordance therewith.

Section 6.4. Compensation. The Authority shall direct the County to pay, from the Program Expense Fund, to the Fiscal Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution. In no event shall the Authority or the County be required to expend its own funds hereunder or under the Loan Agreements, other than funds on deposit in the Program Expense Fund.

Section 6.5. Ownership of Bonds Permitted. If the Fiscal Agent is other than the Authority Treasurer, the Fiscal Agent may become the Owner of any Bond.

Section 6.6. Resignation or Removal of Fiscal Agent and Appointment of Successor.

(a) Any Fiscal Agent appointed may resign from service as Fiscal Agent and, if the Fiscal Agent is not the Authority Treasurer, it may be removed at any time by the Authority Treasurer as provided in the Fiscal Agent's service agreement. Without further action by the Authority Board, if at any time the Fiscal Agent shall resign or be removed, the Authority Treasurer shall appoint a successor Fiscal Agent, which shall be a trust company or bank having the powers of a trust company within or without the State, with at least \$100,000,000 in net assets. The Fiscal Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the Authority in a format mutually agreeable to the Fiscal Agent and the Authority. Such successor Fiscal Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the Authority, a written acceptance thereof. Resignation or removal of the Fiscal Agent shall be effective upon appointment and acceptance of a successor Fiscal Agent.

(b) In the event of the resignation or removal of the Fiscal Agent, such Fiscal Agent shall pay over, assign and deliver any moneys held by it as Fiscal Agent to its successor, or, if there is no successor, the Authority Treasurer shall be the Fiscal Agent.

#### **SECTION 7. DEFEASANCE.**

Section 7.1. Defeasance. If all Outstanding Bonds of a Series shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and interest with respect to all Bonds of such Series then Outstanding, as and when the same become due and payable;

(b) by depositing with the Fiscal Agent, at or before maturity, an amount which, together with the amounts then on deposit in the corresponding account of the Debt Service Fund, is fully sufficient to pay the principal of and redemption premium (if any) and interest on all Bonds of such Series then Outstanding as and when the same shall become due and payable or, in the event of redemption thereof, before their respective Maturity Dates; or

(c) by depositing with the Fiscal Agent Federal Securities in such amount as the Authority shall determine, as verified by a nationally recognized Independent Public Accountant (unless the Purchaser is the sole owner of all Bonds of such Series, in which case no such verification is required), will, together with the interest to accrue thereon and moneys then on deposit in the corresponding account of the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge the principal of, and

premium (if any) and interest on all Bonds of such Series then Outstanding as and when the same shall become due and payable;

then, at the election of the Authority, and notwithstanding that any Bonds of such Series shall not have been surrendered for payment, all obligations of the Authority under this Resolution with respect to all Outstanding Bonds of such Series shall cease and terminate, except for (i) the obligation of the Authority Treasurer to pay or cause to be paid to the Owners of the Bonds of such Series not so surrendered and paid, all sums due thereon, and (ii) the Authority's obligations under Section 5.4. Any funds held by the Fiscal Agent in such account of the Debt Service Fund, at the time of receipt of such notice from the Authority, which are not required for the purpose above mentioned, shall be transferred to the County to be used for the benefit of the SCEIP.

#### **SECTION 8. SUPPLEMENTAL RESOLUTIONS.**

**Section 8.1. Supplemental Resolutions Without Owner Consent.** The Authority, may from time to time, and at any time, without notice to or consent of any of the Owners, adopt resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof for any of the following purposes:

- (a) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Resolution or in any Supplemental Resolution, provided that such action shall not adversely affect the interests of the Owners;
- (b) to add to the covenants and agreements of and the limitations and the restrictions upon the Authority contained in this Resolution other covenants, agreements, limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with this Resolution as theretofore in effect; and
- (c) to modify, alter, amend or supplement this Resolution in any other respect which is not materially adverse to the interests of the Owners.

**Section 8.2. Supplemental Resolutions with Owner Consent.** Except as provided in Section 8.1, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right to consent to and approve the execution of such Supplemental Resolutions as shall be deemed necessary or desirable for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any Supplemental Resolution; provided, however, that

nothing herein shall permit, or be construed as permitting, (a) an extension of the Maturity Date of the principal of, or the payment date of interest on, any Bond, (b) a reduction in the principal amount of, or redemption price of, any Bond or the rate of interest thereon, (c) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the percentage of Bonds the Owners of which are required to consent to such Supplemental Resolution, without the consent of the Owners of all Bonds then Outstanding. In no event, however, may a modification or amendment provide for the issuance of additional bonds, notes or other evidences of indebtedness payable out of the Revenues.

Section 8.3. Notice of Supplemental Resolution to Owners. If at any time the parties hereto shall desire to enter into a resolution supplemental hereto, which pursuant to the terms of Section 8.2 shall require the consent of the Owners, the Authority shall cause notice of the proposed resolution to be mailed, postage prepaid, to all Owners at their addresses as they appear in the Registration Books. Such notice shall briefly set forth the nature of the proposed resolution and shall state that a copy thereof is on file at the office of the Authority for inspection by all Owners. The failure of any Owner to receive such notice shall not affect the validity of such resolution when consented to and approved as in Section 8.2 provided. Whenever at any time within one year after the date of the first mailing of such notice, the Authority shall receive an instrument or instruments purporting to be executed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed resolution described in such notice, and shall specifically consent to and approve it substantially in the form of the copy thereof referred to in such notice as on file with the Authority, such proposed resolution, when duly adopted by the Authority, shall thereafter become a part of the proceedings for the issuance of the Bonds. In determining whether the Owners of the requisite aggregate principal amount of the Bonds have consented to the adoption of any Supplemental Resolution, Bonds which are owned by the County, the Authority, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the County or the Authority, shall be disregarded and shall be treated as though they were not Outstanding for the purpose of any such determination.

Upon the adoption of any resolution supplemental hereto and the receipt of consent to any such resolution from the Owners of the appropriate aggregate principal amount of Bonds in instances where such consent is required, this Resolution shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Authority and all Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.



**SECTION 9. ADDITIONAL BONDS.**

Section 9.1. Additional Series of Bonds. The Authority hereby authorizes and approves the issuance of Additional Series of Bonds pursuant to the JPA Act for the purpose of financing further County disbursements to property owners for the cost of Improvements, to the extent required under and in accordance with the SCEIP, pursuant to and secured by such Additional Resolutions of Issuance (and such additional loan agreements and bond purchase agreements approved by each such Additional Resolution of Issuance) as may be approved by the Authority Board from time to time, with such Additional Resolutions of Issuance and related agreements to be substantially in the form of this Resolution and the agreements approved hereby, together with such changes as may be requested by Bond Counsel and as are approved by the Authority Board.

**SECTION 10. DEFAULT.**

Section 10.1. Events of Default. If any of the following events occur, it is hereby declared to constitute an "Event of Default":

- (a) Default in the due and punctual payment of interest on any Bond, whether at the stated Interest Payment Date thereof, or upon proceedings for redemption thereof;
- (b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated Principal Payment Date thereof, or upon proceedings for redemption thereof; or
- (c) Failure by the Authority to observe and perform any material covenant, condition or agreement required by this Resolution to be performed by it (other than a default described in clause (a) or (b) above) for a period of 60 days following written notice to the Authority from any Owner of such failure; provided, however, if the Authority is in good faith attempting to remedy said failure and is unable to do so within the 60-day time period, an additional 60 days shall be allowed.

Section 10.2. Remedies Not Exclusive; Non-waiver. No remedy conferred hereby upon any Owner is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the JPA Act, Chapter 29, or any other law of the State. No waiver of any default or breach of duty or contract by any Owner shall affect any subsequent default or breach of duty or contract or shall impair any rights or remedies on

said subsequent default or breach. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners may be enforced and exercised as often as may be deemed expedient. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and the Owner shall prevail, said Owner shall be entitled to receive reimbursement for reasonable costs, expenses, outlays and attorney's fees and should said suit, action or proceeding be abandoned, or be determined adversely to the Owners then, and in every such case, the Authority and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 10.3. Limited Liability of the Authority to the Owners. Except for the collection of the Revenues and the observance and performance of the other conditions, covenants and terms contained herein or in the JPA Act required to be observed or performed by it, the Authority shall not have any obligation or liability to the Owners with respect to this Resolution or the preparation, authentication, delivery, transfer, exchange or cancellation of the Bonds.

Section 10.4. Action by Owners Upon Default. In the event the Authority fails to take any action to eliminate an Event of Default under Section 10.1 hereof, the Owners of a majority in aggregate principal amount of a Series of Outstanding Bonds may institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any right under this Resolution, but only if such Owners have first made written request of the Authority, after the right to exercise such powers or right of action shall have occurred, and shall have afforded the Authority a reasonable opportunity either to proceed to exercise the powers granted herein or granted under law or to institute such action, suit or proceeding in its name and unless also, the Authority shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Authority shall have refused or neglected to comply with such request within a reasonable time. Any moneys recovered in such suit, action, mandamus or other proceedings shall be applied first to the payment of the reasonable costs and expenses of the Owners in bringing such suit, action, mandamus or other proceeding, including reasonable compensation to their agents and attorney.

## **SECTION 11. LOAN AGREEMENTS.**

Section 11.1. Approval of Loan Agreements. The Loan Agreements proposed to be entered into by and between the County and the Authority, in the form on file in the office

of the Authority Secretary, are hereby approved. Each of the Chair of the Authority Board and the Vice Chair of the Authority Board (each, an "Authorized Officer") is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver each Loan Agreement in substantially said form, with such changes therein as may be requested by Bond Counsel and as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof); provided, (i) only one (1) Loan Agreement shall be executed with respect to each Series of Bonds, and (ii) a Loan Agreement with respect to a Series of Bonds shall be executed only to the extent a Purchase Agreement for such Series of Bonds has been executed by the Authority in accordance with the requirements set forth in Section 12.7(d). The authorization and powers delegated to such Authorized Officers pursuant to this Section 11.1 shall be valid for a period commencing from October 1, 2013 through, and including, March 31, 2014.

## **SECTION 12. MISCELLANEOUS.**

**Section 12.1. Partial Invalidity.** If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution shall for any reason be adjudged by any court of competent jurisdiction to be unconstitutional, unenforceable or invalid, such judgment shall not affect the validity of the remaining portions of this Resolution. The Authority Board hereby declares that it would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution or the application thereof to any person or circumstance, may be held to be unconditional, unenforceable or invalid.

**Section 12.2. General Authorization.** The officers of the Authority are hereby authorized and directed, jointly and severally, to do all acts and things which may be required of them by this Resolution, or which may be necessary or desirable in carrying out the issuance of the Bonds as provided by this Resolution and all matters incidental thereto, including, without limitation, to execute such agreements, certificates, receipts, opinions and other documents, and to deliver at the closing and delivery of the Bonds any and all of the foregoing as may be appropriate in the circumstances. All such acts and things heretofore done are hereby approved, ratified and confirmed.

**Section 12.3. Personal Liability.** The Authority or any officer, agent or employee thereof, shall not be individually or personally liable for the payment of the principal of or interest on the Bonds; but nothing herein contained shall relieve any such entity, officer, agent or employee from the performance of any official duty provided by law.

Section 12.4. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Resolution is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period after such date.

Section 12.5. Employment of Agents by the Authority. In order to perform its duties and obligations hereunder, the Authority may employ such persons or entities as it deems necessary or advisable. The Authority shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

Section 12.6. Disqualified Bonds. In the event of a later transfer of the Bonds in accordance with Section 12.7 hereof, in determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Resolution, Bonds which are owned or held by or for the account of the Authority or the County shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, provided, however, that for the purpose of determining whether the Fiscal Agent shall be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which the Fiscal Agent knows to be so owned or held shall be disregarded.

Section 12.7. Sale of Bonds to Purchaser; Transfer of Bonds; Purchase Agreement; Restrictions. (a) The Purchaser, as the initial Owner of the Bonds, has represented to the Authority that the Purchaser intends to hold the Bonds for its own account, for an indefinite period of time, and does not intend at this time to distribute, sell or otherwise dispose of the Bonds, or any portion thereof, to any third party.

(b) At the time of adoption of this Resolution, the Authority has not prepared, and does not intend to prepare, any offering document (in the form of an official statement or otherwise) with respect to the Bonds. The Authority has not made, and at this time does not intend to make, any continuing disclosure filings with state or national information repositories with respect to the Bonds.

(c) The transfer of the Bonds shall be restricted as set forth herein. With respect to any transfer of less than all of the then outstanding principal amount of the Bonds, the portion being transferred shall be equal to \$100,000 or greater in principal amount. No Bond (or any portion thereof) may be transferred and no such transfer shall be effective or recognized in the Registration Books, unless the Authority shall have received a letter from the proposed transferee in the form satisfactory to the Authority, which shall contain statements substantially to the following effect:

- (i) The transferee has received and reviewed copies of this Resolution. The transferee understands that (A) the Bonds are limited obligations of the Authority secured by and payable solely from Revenues as provided in this Resolution, (B) no other fund or property of the Authority or the County is liable for the payment of the Bonds, (C) none of the payment obligations with respect to the Bonds are secured by a pledge of any money received or to be received from taxation by the County or any political subdivision thereof, other than the Assessment Revenues securing the Loan Agreements pursuant to which the Revenues securing the Bonds will be paid, and (D) there is no reserve fund for the Bonds.
- (ii) The transferee has sufficient knowledge and experience in financial and business matters, including in the purchase and ownership of municipal obligations of a nature similar to the Bonds, to be able to evaluate the risks and merits of investing in the Bonds.
- (iii) The transferee acknowledges that Authority has not prepared any offering document with respect to the Bonds. The transferee, as a sophisticated investor, has made its own credit inquiry and analyses with respect to the Bonds. The transferee has assumed the responsibility for obtaining and making such review as the transferee has deemed necessary or desirable in connection with the transferee's decision to invest in the Bonds. The transferee's decision to invest in the Bonds did not rely on any information provided by the Authority or the County (or any representatives or agents of the Authority or the County) that is not in written form.
- (iv) The transferee has duly determined that (A) the transferee is legally authorized to purchase the Bonds, and (B) the Bonds are a lawful investment for the transferee under all applicable laws.
- (v) The transferee understands that (A) the Bonds have not been registered with any federal or state securities agency or commission or otherwise qualified for sale under the "Blue Sky" laws or regulations of any state,

(B) will not be listed on any securities exchange, (C) will not carry a rating from any rating service, and (D) may not be readily marketable.

- (vi) The transferee is investing in the Bonds for its own account, and at the time of its purchase of the Bonds, and does not intend to distribute, resell or otherwise dispose of the Bonds.
- (vii) The transferee agrees that, in the event that the transferee decides to sell or otherwise transfer the Bonds, it shall require the new transferee to deliver to the Authority the letter required by this Section 12.7 as a condition precedent to the consummation of such transfer.

(d) The Authority shall enter into a purchase agreement (each individually, and collectively, the "Purchase Agreement") with respect to each Series of Bonds designated as set forth in Section 2.3 and determined in accordance with the parameters set forth in this paragraph. The Purchase Agreement proposed to be entered into by and between the Authority and the Purchaser, in the form on file in the office of the Authority Secretary, and the sale of the Bonds pursuant thereto upon the terms and conditions set forth therein are hereby approved; provided, however, that the form of the Purchase Agreement proposed to be entered into by and between the Authority and an Alternate Purchaser shall be approved by the applicable Alternate Purchaser Resolution. Subject to the following sentence, each Authorized Officer, acting singly, is authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver each Purchase Agreement in substantially said form, with such changes therein as may be requested by Bond Counsel and as the officer executing the same may require or approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof). With respect to each Purchase Agreement, each Authorized Officer, acting singly, is hereby authorized and directed to act on behalf of the Authority to establish and determine the initial principal amount of each Series of Bonds; provided, (i) in accordance with Section 2.3, the aggregate initial principal amount of all Series of Bonds issued under this Resolution and originally purchased by a Purchaser other than an Alternate Purchaser shall not exceed the Authorized Principal Amount, and the aggregate initial principal amount of each Series of Bonds issued under this Resolution and originally purchased by an Alternate Purchaser shall not exceed the respective maximum aggregate initial principal amount specified in the applicable Alternate Purchaser Resolution, and (ii) in any calendar month, any and all such Series of Bonds issued shall be issued on the same Business Day and on only one Business Day each month, with the exception of the month of June in which month there may be two Bond Dates to permit that the Bond Date for any such Series of Bonds Issued for the month of July may fall within the last seven days of June to accommodate the Fiscal Year and such Bond Date shall be deemed the Bond Date for the month of July. The authorization

and powers delegated to such Authorized Officers pursuant to this Section 12.7(d) shall be valid for a period commencing from October 1, 2013 through, and including, March 31, 2014.

(e) Upon satisfaction of subsection (c) above, any Bond may in accordance with its terms be transferred upon the Registration Books by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed, in a form approved by the Fiscal Agent. Whenever any Bond shall be surrendered for such transfer, the Authority shall execute and the Fiscal Agent shall thereupon authenticate and deliver to the transferee a new Bond or Bonds of like tenor, Series, maturity or maturities and aggregate principal amount. The Fiscal Agent shall not be required to transfer, pursuant to this Section 12.7, either (i) any Bond during the period established by the Fiscal Agent for the selection of Bonds for redemption, or (ii) any Bond selected for redemption pursuant to Section 3.

Section 12.8. Waivers. So long as a Purchaser is the sole Owner as to a Series of Bonds, such Purchaser may waive any provisions of this Resolution with respect to such Series of Bonds, including but not limited to the provisions related to the redemption of Bonds or to the adoption of resolutions supplemental hereto.

Section 12.9. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2013.

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Chair

ATTEST:

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Secretary

Exhibit A

[FORM OF BOND]

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*Transfer of this Bond is subject to the restrictions set forth in the Resolution referred to herein. A transfer of Bonds is limited to certain parties that qualify under the requirements of the Resolution, which include the requirement that the transferee can bear the economic risk of investment in the Bonds and has such knowledge and experience in business and financial matters, including the purchase and ownership of municipal obligations of a nature similar to the Bonds, to be able to evaluate the risks and merits of the investment in the Bonds. The Bonds have not been registered with any federal or state securities agency or commission.*

United States of America

State of California

County of Sonoma

REGISTERED

REGISTERED

NUMBER [1 ]

\$ \_\_\_\_\_

SONOMA COUNTY PUBLIC FINANCING AUTHORITY

SONOMA COUNTY ENERGY INDEPENDENCE PROGRAM

CONTRACTUAL ASSESSMENT REVENUE [REFUNDING] BOND

SERIES 20\_\_ \_\_-\_\_ (TAXABLE)

BOND DATE: \_\_\_\_\_, [20\_\_]

MATURITY DATE: September 2, \_\_\_\_\_

REGISTERED OWNER:           Treasurer of the County of Sonoma, for and on behalf of the  
Sonoma County Treasury Pooled Investment Fund

Under and by virtue of Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the Act, the Sonoma County Public Financing Authority, a joint powers authority organized and existing under the laws of the State of California (the



“Authority”) hereby promises to pay (but only out of the Revenues (as such term is defined in the Resolution of Issuance (as hereinafter defined)) to the registered owner hereof, or registered assigns (the “Owner”), on the Maturity Date identified above (subject to any right of prior redemption hereinafter mentioned), the principal sum specified above in lawful money of the United States of America; and to pay interest thereon at a rate of interest determined pursuant to Resolution No. \_\_\_\_ of the Governing Board of the Authority (the “Resolution of Issuance”), adopted on \_\_\_\_\_, 2013, in like money. As used herein, the term “Record Date” shall mean, with respect to any Interest Payment Date (as hereinafter defined), the fifteenth day of the calendar month immediately preceding the applicable Interest Payment Date, whether or not such day is a Business Day (as defined in the Resolution of Issuance. Interest will be payable from the Interest Payment Date next preceding the date of authentication and registration of this Bond, unless one of the following applies: (i) if such date of authentication is an Interest Payment Date, then interest shall be payable from such date of authentication, (ii) except where clause (iii) is applicable, if the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, then interest shall be payable from such Interest Payment Date, or (iii) if the date of authentication is prior to the close of business on the first Record Date or if the Bond Date occurs after the 15th day of the calendar month immediately before the first Interest Payment Date, then interest shall be payable from the Bond Date. Notwithstanding the foregoing, if at the time of authentication of such Bond, interest is in default, interest on that Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment.

The principal of this Bond shall be payable on the Maturity Date. Interest on this Bond shall be payable semiannually on March 2 and September 2 (each an “Interest Payment Date”) in each year commencing on September 2, 2014. Principal of and interest on this Bond shall be paid by check of the Treasurer of the Authority (“Authority Treasurer” or “Fiscal Agent”) mailed on or before the Interest Payment Date by first class mail, postage prepaid, or upon satisfaction of certain conditions specified in the Resolution of Issuance, by wire transfer or any other method acceptable to the Owner, to the person whose name appears in the Registrations Books as the Owner of such Bond as of the 15th day of the calendar month immediately preceding each Interest Payment Date, to the address of that person on the Registration Books, provided that the payment of principal of the Bond on the Maturity Date and the payment of the principal of the Bond and any premium due upon the redemption thereof shall be payable upon presentation and surrender thereof at maturity or earlier redemption at the office of the Authority Treasurer in Sonoma, California.

This Bond shall bear interest until the principal amount has been paid; provided, however, that if at the Maturity Date, or if at the redemption date of any principal amount of this Bond which has been duly called for redemption as provided in the Resolution of Issuance, funds are available for the payment or redemption thereof in full accordance with the terms of the Resolution of Issuance, such principal amount shall then cease to bear interest.

This Bond is issued by the Authority under the JPA Act and the Resolution of Issuance for the purpose of providing funds to make a loan (the "Loan") to the County of Sonoma (the "County") to make disbursements to property owners for the cost of certain distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements, pursuant to the Sonoma County Energy Independence Program, established by the Board of Supervisors of the County pursuant to its Resolution No. 09-0271 under Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, commencing with Section 5898.10. The obligation of the County to make payments to the Authority of principal and interest on the Loan is a limited obligation secured only as set forth in the related Loan Agreement.

This Bond is secured by the Revenues (as that term is defined in the Resolution of Issuance), including the moneys in the Series 20\_\_ -\_\_ Account of the Debt Service Fund, and is payable exclusively out of the Series 20\_\_ -\_\_ Account of the Debt Service Fund as provided in the Resolution of Issuance. This Bond and interest thereon are not payable from the general funds of the Authority or the County. Neither the credit of the County or the Authority nor the taxing power of the County is pledged for the payment of this Bond or the interest thereon, and no Owner of this Bond may compel the exercise of any taxing power by the County or force the forfeiture of any of its property. The principal of, and premium (if any) and interest on this Bond are not a debt of the County nor a legal or equitable pledge, charge, lien or encumbrance upon any of the property of the Authority or the County, or upon any of their income, receipts or revenues, other than the Revenues and the funds described in the Resolution of Issuance. The Authority has no taxing power.

This Bond is transferable by the Owner hereof, in person or by the Owner's attorney duly authorized in writing, at the office of the Fiscal Agent, subject to the terms and conditions provided in the Resolution of Issuance, including the payment of certain charges, if any, upon exchange, transfer, surrender or cancellation of this Bond. Upon transfer, a new registered Bond or Bonds, of any authorized denomination or denominations, of the same maturity, and for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

The Fiscal Agent shall not be required to exchange or to register the transfer of Bonds during the fifteen days immediately preceding any Interest Payment Date or of any Bonds selected for redemption in advance of maturity.

The Fiscal Agent and the Authority may treat the Owner hereof as the absolute owner for all purposes, and the Fiscal Agent and the Authority shall not be affected by any notice to the contrary.

This Bond or any portion of it in the amount of \$5,000, or any integral multiple thereof, or in such other denomination or denominations as determined by the Authority Treasurer in accordance with the Resolution of Issuance, is subject to mandatory redemption and payment prior to maturity on any second day of March or September in any year from prepayments of assessments and subject to optional redemption and payment prior to maturity (i) on any date from monies on deposit and available for such purpose in an account of the Escrow Fund established in the Resolution of Issuance (the "Escrow Fund") and (ii) on the 15th calendar day of any month from any source of funds other than prepayment of assessments and moneys in the Escrow Fund by giving at least 30 days' notice of such mandatory or optional redemption, or other such shorter period upon the consent of the owners of any Bonds designated for redemption, by registered or certified mail, postage prepaid, or by personal service to the Owner hereof at the Owner's address as it appears on the registration books of the County and by paying principal and accrued interest together with a premium equal to three percent (3%) of the principal amount or such lesser (or no) premium as may be determined in accordance with the Resolution of Issuance. Interest shall cease to accrue from and after the date of redemption.

Additionally, this Bond or any portion of it in the amount of \$5,000, or any integral multiple thereof, or in such other denomination or denominations as determined by the Authority Treasurer in accordance with the Resolution of Issuance, is subject to optional redemption and payment prior to maturity on any date from moneys on deposit and available for such purpose in an account of the Escrow Fund by giving notice on the Redemption Date (unless waived pursuant to the Resolution of Issuance), by registered or certified mail, postage prepaid, or by personal service to the Owner hereof at the Owner's address as it appears on the registration books of the County and by paying principal and accrued interest, without premium. Interest shall cease to accrue from and after the date of redemption.

This Bond shall not be entitled to any benefit under the JPA Act or the Resolution of Issuance, or become valid or obligatory for any purpose, until the certificate of

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authentication and registration hereon endorsed shall have been dated and signed by the Fiscal Agent.

IN WITNESS WHEREOF, the Sonoma County Public Financing Authority, California has caused this Bond to be signed by the Chair of its Governing Board and by its Secretary, all as of \_\_\_\_\_, 20\_\_.

COUNTY OF SONOMA, CALIFORNIA

\_\_\_\_\_  
Chair of the Governing Board

\_\_\_\_\_  
Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within mentioned Resolution of Issuance which has been authenticated and registered on \_\_\_\_\_, 2012.

\_\_\_\_\_  
Treasurer of the  
Sonoma County Public Financing Authority

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
whose tax identification number is \_\_\_\_\_, the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) attorney to transfer the same on the books of the Fiscal Agent with full power of substitution in the premises.

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

Signature guaranteed:

\_\_\_\_\_  
NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every

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particular without alteration or  
enlargement  
or any change whatsoever.

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NOTICE: Signature must be guaranteed by a  
member of an institution which is a participant  
in the Securities Transfer Agent Medallion  
Program (STAMP) or other similar program.



# County of Sonoma

## State of California

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Date: September 24, 2013

Item Number: \_\_\_\_\_  
Resolution Number: 13-

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Sonoma County Treasury Pooled Investment Fund's Investment In And Purchase Of The Sonoma County Public Financing Authority's Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable), Approving As To Form And Authorizing The Execution And Delivery Of Bond Purchase Agreements In Connection Therewith, And Authorizing Certain Other Matters Relating Thereto**

**Whereas**, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code; and

**Whereas**, the Governing Board of the Sonoma County Public Financing Authority (the "Authority") has determined pursuant to Resolution No. \_\_\_\_ (the "Resolution of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) and its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds (Taxable) (collectively, the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make separate loans (a loan with respect to each series of Bonds) (collectively, the "Loans") to the County to make disbursements, pursuant to the SCEIP and the contracts governing the aforementioned contractual assessments, to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein; and

**Whereas**, the County heretofore has established the Sonoma County Treasury Pooled Investment Fund (the "County Pool") as a pooled local agency investment fund under the laws of the State of California (including without limitation Government Code Sections 53601 and Resolution #2

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53635). The powers of the County Board with respect to the County Pool include the power to invest money for the benefit of the County and the other participants in the pool, and pursuant to Government Code Section 53607, the County has delegated its authority to invest or to reinvest County funds, including but not limited to the funds of the County Pool, to the Treasurer of the County (the "County Treasurer"); and

**Whereas**, each of the Bonds will have a maturity of at least 5 years from their respective dates of issuance, and Government Code Section 53601 provides generally that no investment shall be made in any security that at the time of the investment has a term remaining to maturity in excess of 5 years, unless the County Board has granted express authority to make that investment specifically; and

**Whereas**, pursuant to Government Code Section 53601, the County Board desires to provide express authority for the County Treasurer to invest the County Pool in and to purchase on behalf of the County Pool any series of Bonds issued pursuant to the Resolution of Issuance, including Bonds with a term of more than 5 years, all subject to the limitations set forth in the Resolution of Issuance and the requirements of Section 3 of this Resolution, and to approve the form of, and authorize the execution and delivery of one or more bond purchase agreements (each individually, or collectively, as the context may require, the "Purchase Agreements"), the forms of which are on file with the Clerk of the County Board (the "Clerk");

**Now, Therefore, Be It Resolved** on behalf of the State of California, after a duly noticed public hearing, the Board of Supervisors of the County of Sonoma resolves and finds as follows:

1. **Recitals.** The above recitals, and each of them, are true and correct.
2. **Findings; Specific Investment Authorization.** The County Board hereby finds and determines that the County Pool's investment in, and purchase of, a portion or all of the Bonds, subject to the terms and conditions set forth in this Resolution, is prudent under the general economic conditions and the anticipated needs of the County Pool. In accordance with Government Code Section 53601, the County Board hereby grants express authority for the County Pool to invest in and purchase the Bonds, including but not limited to those Bonds with a term remaining to maturity in excess of 5 years.
3. **Purchase Agreements.** The County Treasurer, on behalf of the County Pool, shall enter into a Purchase Agreement with respect to each separate series of Bonds (designated as set forth in the Resolution of Issuance) to be purchased. The Purchase Agreements proposed to be entered into by the County Pool and the Authority, in the form on file with the Clerk, and the purchase of a portion or all of the Bonds pursuant thereto upon the terms and conditions set forth therein, are hereby approved. Subject to the provisions of Section 4 below, the Chair of the County Board, the Vice-Chair of the County Board, and, so long as the delegation of authority under Government Code Section 53607 is in effect, the County Treasurer (each, an "Authorized Officer"), acting singly, is authorized and directed, for and in the name and on behalf of the County Pool, to execute and deliver the Purchase Agreements in substantially said form, with such changes therein as may be requested by Bond Counsel and as the officer executing the same may require or approve, including such matters as are authorized by Section 4 hereof (such

Resolution #

Date: September 24, 2013

Page 3

approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof). The authorization and powers delegated to such Authorized Officers pursuant to this Section 3 shall be valid for a period commencing from the date of adoption of this Resolution through, and including, the last day of the first calendar month in which such last day occurs at least one hundred eighty (180) days after the date of adoption hereof.

4. Terms of Purchase of Bonds. Each Authorized Officer, acting singly, is hereby authorized and directed to act on behalf of the County to establish and determine the aggregate principal amount of all series of Bonds to be purchased by the County Pool under this Resolution, which amount shall not exceed \$45,000,000, less an amount equal to the original aggregate principal amount of any bonds issued pursuant the Authority's Resolution No. 09-0359, the Authority's Resolution No. 09-0689, the Authority's Resolution No. 09-1024, the Authority's Resolution No. 10-0324, the Authority's Resolution No. 10-0612, the Authority's Resolution No. 11-0135, the Authority's Resolution No. 11-0506, the Authority's Resolution No. 12-0144, the Authority's Resolution No. 12-0466, and the Authority's Resolution No. 13-0117, which have not been refunded.

5. Other Acts. The Authorized Officers and all other officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution and the Purchase Agreements, including but not limited to a certificate, investor letter, or such other document certifying as to the County and/or County Pool's qualifications as a purchaser of the Bonds, as appropriate, and any such actions previously taken by such officers are hereby ratified and confirmed.

6. Effective Date. This Resolution shall take effect immediately upon adoption.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**





# County of Sonoma

## State of California

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Date: September 24, 2013

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

Resolution Number: 13-\_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Consenting To The Withdrawal Of Funds From The Sonoma County Treasury Pooled Investment Fund And The Purchase Of Sonoma County Public Financing Authority's Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) By The Treasurer Of Sonoma County For And On Behalf Of The Sonoma County Water Agency**

**Whereas**, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code; and

**Whereas**, the Governing Board of the Sonoma County Public Financing Authority (the "Authority") has determined pursuant to Resolution No. \_\_\_\_\_ (the "Resolution of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) and its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds (Taxable) (collectively, the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make separate loans (a loan with respect to each series of Bonds) (collectively, the "Loans") to the County to make disbursements, pursuant to the SCEIP and the contracts governing the aforementioned contractual assessments, to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein; and

**Whereas**, pursuant to Ordinance No. 5037, the County Board has delegated to the Treasurer of Sonoma County (the "County Treasurer") the authority to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury, and by its Resolution No. 13-\_\_\_\_\_, the County Board renewed its delegation of authority; and

Resolution #3

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Date: September 24, 2013

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**Whereas**, the Sonoma County Water Agency (the "Agency") invests its funds, including funds in the Warm Springs Dam Debt Service Sinking Fund (the "Sinking Fund"), in the County Pool; and

**Whereas**, the Board of Directors of the Agency (the "Agency Board") has requested the County Treasurer to withdraw up to \$15,000,000 of funds in the Sinking Fund from the County Pool and use those funds to invest in and purchase Bonds for and on behalf of the Agency in accordance with the provisions of the Agency's Resolution No. 13-\_\_\_\_ (the "Agency Investment Resolution"); and

**Whereas**, each of the Bonds will have a maturity of 20 years from their respective dates of issuance, and Government Code Section 53601 provides generally that no investment shall be made in any security that at the time of the investment has a term remaining to maturity in excess of 5 years, unless the legislative body has granted express authority to make that investment specifically; and

**Whereas**, the Agency Board has provided express authority and direction for the County Treasurer to invest in and purchase Bonds for and on behalf of the Agency using funds available in the Sinking Fund in accordance with the provisions of the Agency Investment Resolution; and

**Whereas**, the Agency Board has found and determined that that the County Treasurer's investment in, and purchase of, Bonds using moneys in the Sinking Fund, subject to the terms and conditions set forth in the Agency Investment Resolution, is prudent under the general economic conditions and the anticipated needs of the Agency; and

**Whereas**, the Agency Board has sought the advice and consent of the County Board;

**Now, Therefore, Be It Resolved** on behalf of the State of California, after a duly noticed public hearing, the Board of Supervisors of the County of Sonoma resolves and finds as follows:

1. Recitals. The above recitals, and each of them, are true and correct.
2. Consent. The County Board hereby acknowledges the request for withdrawal and the express authority granted by the Agency to the County Treasurer pursuant to the Agency Investment Resolution and County Board hereby consents to the withdrawal and the investment in and purchase of Bonds by the County Treasurer for and on behalf of the Agency in accordance with the provisions of the Agency Investment Resolution. The County Board hereby finds and determines that the County Treasurer's investment in, and purchase of, Bonds using moneys in the Sinking Fund, subject to the terms and conditions set forth in the Agency Investment Resolution, is prudent under the general economic conditions and the anticipated needs of the Agency. Further, the County Board authorizes the County Treasurer to invest in and purchase Bonds on a basis which grants priority to purchases of Bonds for and on behalf of

Resolution #

Date: September 24, 2013

Page 3

the Agency in accordance with the Agency Investment Resolution over purchases of Bonds for and on behalf of the County Pool.

3. Effective Date. This Resolution shall take effect immediately upon adoption.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: September 24, 2013

Item Number: \_\_\_\_\_  
Resolution Number: 13-\_\_\_\_\_

---

4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Sonoma County Water Agency Requesting The Withdrawal Of Funds From The Sonoma County Treasury Pooled Investment Fund And Authorizing The Sonoma County Treasurer To Use The Withdrawn Funds To Purchase Sonoma County Public Financing Authority's Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable)**

**Whereas**, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code; and

**Whereas**, the Governing Board of the Sonoma County Public Financing Authority (the "Authority") has determined pursuant to Resolution No. \_\_\_\_\_ (the "Resolution of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) and its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds (Taxable) (collectively, the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make separate loans (a loan with respect to each series of Bonds) (collectively, the "Loans") to the County to make disbursements, pursuant to the SCEIP and the contracts governing the aforementioned contractual assessments, to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein; and

**Whereas**, pursuant to Ordinance No. 5037, the County Board has delegated to the Treasurer of Sonoma County (the "County Treasurer") the authority to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury, and by its Resolution No. 12-0054, the County Board renewed its delegation of authority; and

Resolution #4

**Whereas**, the County has heretofore established the Sonoma County Treasury Pooled Investment Fund (the "County Pool") as a pooled local investment fund under the laws of the State of California; and

**Whereas**, the Sonoma County Water Agency (the "Agency") invests its funds, including funds in the Warm Springs Dam Debt Service Sinking Fund (the "Sinking Fund"), in the County Pool; and

**Whereas**, the Board of Directors of the Agency (the "Agency Board") desires that the County Treasurer withdraw up to \$15,000,000 of funds in the Sinking Fund from the County Pool and use those funds to invest in and purchase Bonds for and on behalf of the Agency in accordance with the provisions of this Resolution; and

**Whereas**, each of the Bonds will have a maturity of 20 years from their respective dates of issuance, and Government Code Section 53601 provides generally that no investment shall be made in any security that at the time of the investment has a term remaining to maturity in excess of 5 years, unless the legislative body has granted express authority to make that investment specifically; and

**Whereas**, the Agency Board desires to provide express authority for the County Treasurer to invest in and purchase Bonds for and on behalf of the Agency using funds available in the Sinking Fund in the County Pool in accordance with the provisions of this Resolution;

**Now, Therefore, Be It Resolved**, after a duly noticed public hearing, the Board of Directors of the Sonoma County Water Agency resolves and finds as follows:

1. Recitals. The above recitals, and each of them, are true and correct.
2. Request for Withdrawal and Specific Investment Authorization. The Agency Board hereby requests the County Treasurer to withdraw funds in the Sinking Fund from the County Pool and hereby grants express authority to the County Treasurer to invest in and purchase Bonds for and on behalf of the Agency using the withdrawn funds (including but not limited to determination of the applicable rate for such Bonds, pursuant to Section 2.3 of the Resolution of Issuance). Such request and authorization shall be subject to following:
  - (a) Bonds eligible to be purchased are only those Bonds with a term remaining to maturity of 20 years that are issued pursuant to the Resolution of Issuance ("Eligible Bonds").
  - (b) Moneys in the Sinking Fund shall only be withdrawn from the County Pool at the times and in the amounts needed for the purchase of Eligible Bonds, with the amount withdrawn and invested in the Bonds not to exceed \$15,000,000. The Agency Board acknowledges that any withdrawal shall be at the market value of the County Pool as of the date of the withdrawal.

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Date: September 24, 2013

Page 3

(c) Principal of, and premium (if any) and interest on the Eligible Bonds shall be deposited in the Sinking Fund in the County Pool and shall not be reinvested in Eligible Bonds.

Section 3. Finding. The Agency Board hereby finds and determines that the County Treasurer's investment in, and purchase of, Eligible Bonds using moneys in the Sinking Fund, subject to the terms and conditions set forth in this Resolution, is prudent under the general economic conditions and the anticipated needs of the Agency.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

Section 5. Transmittal. The Secretary of the Agency is hereby directed to file a certified copy of this Resolution with the County Treasurer and with the County Board for their advice and consent.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

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Date: September 24, 2013

Item Number: \_\_\_\_\_  
Resolution Number: 13-\_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving As To Form And Authorizing The Execution And Delivery Of Loan Agreements In Connection With The Sale And Issuance By The Sonoma County Public Financing Authority Of Its Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable), And Authorizing Certain Other Matters Relating Thereto**

**Whereas**, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code; and

**Whereas**, the Governing Board of the Authority has determined pursuant to Resolution No. 13-\_\_\_\_ (the "Resolution of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) and its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds (Taxable) (collectively, the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make separate loans (a loan with respect to each series of Bonds) (the "Loans") to the County to make disbursements, pursuant to the SCEIP and the contracts governing the aforementioned contractual assessments, to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein; and

**Whereas**, in order to effect the issuance of the Bonds, the County desires to approve the forms of, and authorize the execution and delivery of, one or more loan agreements (each, a "Loan Agreement" and collectively, the "Loan Agreements"), the forms of which are on file with the Clerk of the County Board (the "Clerk"); and

**Whereas**, the issuance of the Bonds and the execution and delivery of the Loan Agreements to provide funding for and in accordance with the SCEIP will provide significant public benefits to the citizens of the County in the form of more efficient delivery of the SCEIP to residential and commercial development within the County;

**Now, Therefore, Be It Resolved**, on behalf of the State of California, after a duly noticed public hearing, the Board of Supervisors of the County of Sonoma resolves and finds as follows:

1. Recitals. The above recitals, and each of them, are true and correct.
2. Loan Agreements. The Loan Agreements, proposed to be entered into by and between the County and the Authority, in the form presented at this meeting and on file with the Clerk, are hereby approved. Each of the Chairman of the County Board, the County Administrator, the Auditor-Controller-Treasurer-Tax Collector, and the Revenue & Debt Division Manager, or any of them, or their designee (each, an "Authorized Officer"), is hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Loan Agreements in substantially said form, subject to the parameters in the Resolution of Issuance and with such changes therein as may be requested by Bond Counsel and as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof). The authorization and powers delegated to such Authorized Officers pursuant to this Section 2 shall be valid for a period commencing from the date of adoption of this Resolution through, and including, the last day of the first calendar month in which such last day occurs at least one hundred eighty (180) days after the date of adoption hereof.
3. Other Acts. The Authorized Officers and all other officers of the Agency are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, the SCEIP, and the Loan Agreements, and any such actions previously taken by such officers are hereby ratified and confirmed.
4. Effective Date. This Resolution shall take effect immediately upon adoption.

**Be It Further Resolved**

**Supervisors:**

Gorin:                      Zane:                      McGuire:                      Carrillo:                      Rabbitt:

Ayes:                              Noes:                              Absent:                              Abstain:

**So Ordered.**





# County of Sonoma

## State of California

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Date: September 24, 2013

Item Number: \_\_\_\_\_  
Resolution Number: 13-

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4/5 Vote Required

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### **Resolution Of The Governing Board Of The County Of Sonoma, State Of California, Public Financing Authority To Determine The Interest Rate For The Interest Rate Period Beginning September 2, 2013 In Connection With The Sonoma County Energy Independence Program Bonds**

**Whereas**, the Board of Supervisors (the “County Board”) of the County of Sonoma, California (the “County”) by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the “SCEIP”) to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the “Improvements”), on properties in the County through the use of contractual assessments (the “Assessments”) pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code”).

**Whereas**, the Governing Board of the Sonoma County Public Financing Authority (the “Authority”) has determined pursuant to its Resolution 09-0359, Resolution No. 09-0689, Resolution No. 09-1024, Resolution No. 10-0324, Resolution No. 10-0612 and its Resolution No. 11-0135, Resolution No. 11-0506, and Resolution No. 12-0144 (collectively, the “Resolutions of Issuance”) to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) (the “Bonds”) under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the “JPA Act”), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, pursuant to and secured by the Resolutions of Issuance in the manner provided therein, for the purpose of providing funds to make separate loans (a “Loan” with respect to each series of Bonds and collectively, the “Loans”) to the County pursuant to loan agreements (each, a “Loan Agreement” and collectively, the “Loan Agreements”) for the County to make disbursements to property owners, pursuant to the SCEIP and the contracts governing the Assessments, for the cost of Improvements.

**Whereas**, the Treasurer of the County of Sonoma, for and on behalf of the County Pool, and for and on behalf of the Sonoma County Water Agency, is the purchaser (the “Purchaser”) of every series of Bonds issued and outstanding pursuant to the Resolutions of Issuance (such collection of bonds being the “County Bonds”), with the exception of the Series A-2011A-20 Resolution #6

Bond sold to an Alternate Purchaser.

**Whereas**, pursuant to Section 2.3 of the Resolutions of Issuance, the interest rate for the County Bonds is three percent (3 %) per annum and is subject to change at the end of each Interest Rate Period (as that term is defined in the Resolutions of Issuance).

**Whereas**, pursuant to Section 2.3 of the Resolutions of Issuance, the Authority, the County and the purchaser of any series of Bonds may determine the interest rate for a series of Bonds upon expiration of each Interest Rate Period.

**Whereas**, pursuant to Section 2.2 of the Loan Agreements in connection with the County Bonds, the interest rate for the Loans in connection with County Bonds is three percent (3 %) per annum and is subject to change at the end of each Interest Rate Period (as that term is defined in the Loan Agreements).

**Whereas**, pursuant to Section 2.2 of the Loan Agreements, the Authority, the County and the purchaser of any series of Bonds may determine the interest rate for the Loans upon expiration of each Interest Rate Period.

**Whereas**, pursuant to Section 2.3 of the Resolutions of Issuance and Section 2.2 of the Loan Agreements, the Authority, the County and the Purchaser wish to establish at three percent (3%) per annum the interest rate for the Interest Rate Period beginning September 2, 2013.

**Now, Therefore, the Governing Board of the Sonoma County Public Financing Authority hereby finds, determines, resolves and orders as follows:**

1. Recitals. The above recitals, and each of them, are true and correct.
2. Interest Rate for Bonds. Pursuant to Section 2.3 of the Resolutions of Issuance, the Authority Board hereby determines that the interest rate for the Interest Rate Period beginning on September 2, 2013 for each series of County Bonds shall be three percent (3%) per annum.
3. Interest Rate for Loan Agreements. Pursuant to Section 2.2 of the Loan Agreements the Authority Board hereby determines that the interest rate for the Interest Rate Period beginning on September 2, 2013 for each Loan Agreement in connection with the County Bonds shall be three percent (3%) per annum.
4. Other Acts. The Authorized Officers (as that term is defined in Section 11.1 the Resolutions of Issuance) and all other officers of the Authority are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.
5. Effective Date. This Resolution shall take effect immediately upon adoption.

Resolution #  
Date: September 24, 2013  
Page 3

**Supervisors:**

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

**So Ordered.**



# County of Sonoma

## State of California

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Date: September 24, 2013

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

Resolution Number: 13-\_\_\_\_\_

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4/5 Vote Required

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### **Resolution Of The Board Of Supervisors Of The County Of Sonoma To Determine The Interest Rate For The Interest Rate Period Beginning September 2, 2013 In Connection With The Sonoma County Energy Independence Program Bonds**

**Whereas**, the Board of Supervisors (the “County Board”) of the County of Sonoma, California (the “County”) by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the “SCEIP”) to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the “Improvements”), on properties in the County through the use of contractual assessments (the “Assessments”) pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code”).

**Whereas**, the Governing Board of the Sonoma County Public Financing Authority (the “Authority”) has determined pursuant to its Resolution 09-0359, Resolution No. 09-0689, Resolution No. 09-1024, Resolution No. 10-0324, Resolution No. 10-0612 and its Resolution No. 11-0135, Resolution No. 11-0506, and Resolution No. 12-0144 (collectively, the “Resolutions of Issuance”) to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) (the “Bonds”) under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the “JPA Act”), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, pursuant to and secured by the Resolutions of Issuance in the manner provided therein, for the purpose of providing funds to make separate loans (a “Loan” with respect to each series of Bonds and collectively, the “Loans”) to the County pursuant to loan agreements (each, a “Loan Agreement” and collectively, the “Loan Agreements”) for the County to make disbursements to property owners, pursuant to the SCEIP and the contracts governing the Assessments, for the cost of Improvements.

**Whereas**, the Treasurer of the County of Sonoma, for and on behalf of the County Pool, and for and on behalf of the Sonoma County Water Agency, is the purchaser (the “Purchaser”) of every series of Bonds issued and outstanding pursuant to the Resolutions of Issuance (such collection of bonds being the “County Bonds”), with the exception of the Series A-2011A-20 Resolution #7

Bond sold to an Alternate Purchaser.

**Whereas**, pursuant to Section 2.3 of the Resolutions of Issuance, the interest rate for the County Bonds is three percent (3 %) per annum and is subject to change at the end of each Interest Rate Period (as that term is defined in the Resolutions of Issuance).

**Whereas**, pursuant to Section 2.3 of the Resolutions of Issuance, the Authority, the County and the purchaser of any series of Bonds may determine the interest rate for a series of Bonds upon expiration of each Interest Rate Period.

**Whereas**, pursuant to Section 2.2 of the Loan Agreements in connection with the County Bonds, the interest rate for the Loans in connection with County Bonds is three percent (3 %) per annum and is subject to change at the end of each Interest Rate Period (as that term is defined in the Loan Agreements).

**Whereas**, pursuant to Section 2.2 of the Loan Agreements, the Authority, the County and the purchaser of any series of Bonds may determine the interest rate for the Loans upon expiration of each Interest Rate Period.

**Whereas**, pursuant to Section 2.3 of the Resolutions of Issuance and Section 2.2 of the Loan Agreements, the Authority, the County and the Purchaser wish to establish at three percent (3%) per annum the interest rate for the Interest Rate Period beginning September 2, 2013.

**Now, Therefore, Be It Resolved**, on behalf of the State of California, after a duly noticed public hearing, the Board of Supervisors of the County of Sonoma resolves and finds as follows:

1. Recitals. The above recitals, and each of them, are true and correct.
2. Interest Rate for Bonds. Pursuant to Section 2.3 of the Resolutions of Issuance, the County Board hereby determines that the interest rate for the Interest Rate Period beginning on September 2, 2013 for each series of County Bonds shall be three percent (3%) per annum.
3. Interest Rate for Loan Agreements. Pursuant to Section 2.2 of the Loan Agreements the County Board hereby determines that the interest rate for the Interest Rate Period beginning on September 2, 2013 for each Loan Agreement in connection with the County Bonds shall be three percent (3%) per annum.
4. Other Acts. The Chair, the Vice Chair, and other officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

Resolution #

Date: September 24, 2013

Page 3

5. Effective Date. This Resolution shall take effect immediately upon adoption.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

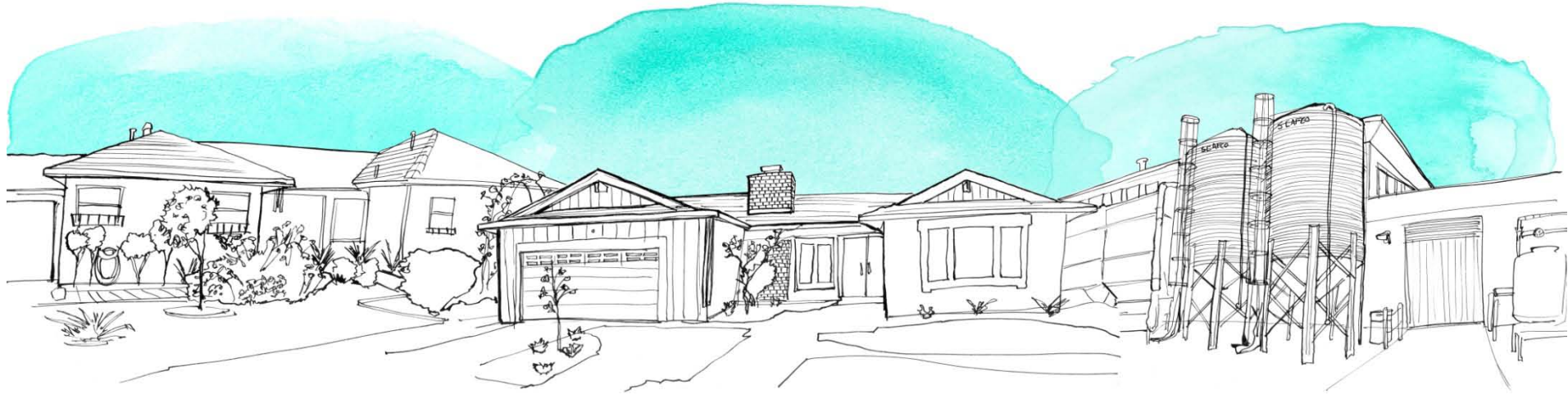
Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# Semi-Annual Update

Board of Supervisor's Meeting  
September 24, 2013



# Program Services Update

## Services and Resources

- More centralized storefront office
- Newly designed and enhanced website
- “Action Plan” tool
- Online application for financing
- Calendars, news
- Document library for property owners, contractors, and governmental organizations

## Education and outreach

- Presentations, events, marketing, collateral

## Rebate and incentive programs

## Contractor resources

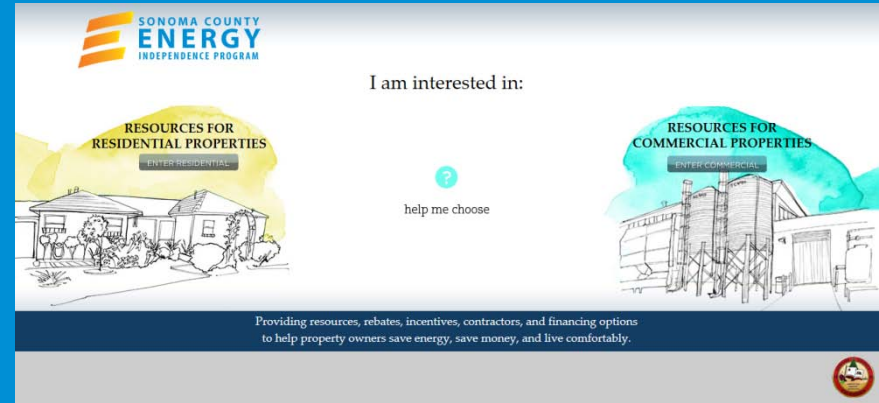
- Training and resources for the 2013 Title 24 Energy Code changes
- Education and outreach for local contractors
- Tool Lending Library



# Program Highlights

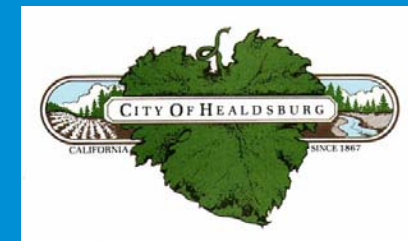
## Website Redesign

- Total Page Visits: 19,249
- Average time spent: 4:32



## Shared Services Agreement Extensions

- Windsor Efficiency PAYS<sup>®</sup>
- Healdsburg Electrical Department Incentive Program



# Commercial Outreach

## Financing Marketplace

- Expand PACE financing resources
- PACE – Companion providers
- On-bill Financing

Multi-Family campaign October 2013

Case studies and updated marketing materials

Outreach to service clubs, community groups and property owners

Partnership with Sonoma County Energy Watch

# PACE Statistics

## PACE through August 31, 2013

Applications Received	2,746	
Residential	1,902 properties \$53.3 M	\$28k average
Commercial	61 properties \$10.9 M	\$179k average

Completed Solar Projects	Completed Efficiency Projects
1,233 = 8.9 Megawatts	1,855

### eCO2 Annual Reduction (estimated)

**Residential: 5,877 tons**

**Commercial: 1,896 tons**

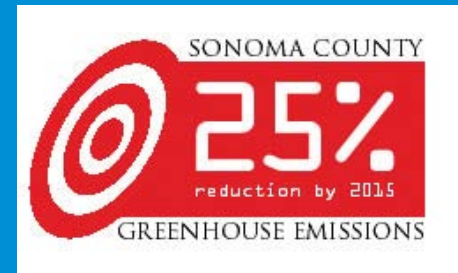
**1,192 cars removed from the road annually!**

# PACE Opportunity

	<b>Residential</b>	<b>Commercial</b>
# of Properties	155,496	21,798
# of Assessments	1,902	61
Properties Using PACE	1.22%	0.28%
Funding Amount	\$53.3 M	\$10.9 M

## Climate Protection Action Plan

- 80% Retrofits of eligible county properties
- 30% Energy Efficiency Countywide
- Projected investment ~\$3 billion



# PACE by District



<b>Residential</b>	<b>District 1</b>	<b>District 2</b>	<b>District 3</b>	<b>District 4</b>	<b>District 5</b>
# of Assessments	528	288	313	408	365
PACE Amount	\$16,976,011	\$7,651,938	\$7,194,639	\$10,589,161	\$10,878,111
eCO2 Annual Offset (tons)*	1,877	831	643	1,272	1,254

<b>Commercial</b>	<b>District 1</b>	<b>District 2</b>	<b>District 3</b>	<b>District 4</b>	<b>District 5</b>
# of Assessments	8	6	17	9	21
PACE Amount	\$799,913	\$2,315,096	\$1,880,179	\$1,668,904	\$4,281,883
eCO2 Annual Offset (tons)*	103	1,022	186	222	249

\* Estimated eCO2 offset calculations

# Job Impact

## **SCEIP Local Economic Effects (Sonoma County Economic Development Board, 2013)**

PACE projects completed by local contractors March '09 – May '13	<b>\$52.7 million.</b>
Total Local Effect on output	<b>\$83.3 million</b>
Local Jobs created (full or part-time employment for 1 year)	<b>511</b>

# Requested Board Actions

1. Authorize the continued issuance and sale of revenue bonds and determine the interest rate and loan of funds to the County, to fund the Sonoma County Energy Independence Program
2. Authorize the Treasurer to invest in bonds issued by the Public Finance Authority and determine bond interest rate
3. Authorize the withdrawal of funds from the County Treasury Pool to be invested in Sonoma County Energy Independence Program bonds as a long-term Water Agency investment

# Thank you!

Sonoma County Energy Independence Program  
2300 County Center Drive, Suite A105  
Santa Rosa, California 95403

[www.sonomacountyenergy.org](http://www.sonomacountyenergy.org)  
<https://www.facebook.com/SCEIP>





## 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:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 24, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Traci Tesconi (707) 565-1903

**Supervisorial District(s):**

Fifth

**Title:** Request for a Zone Change; ZCE12-0007; Dutton Ranch Family Limited Partnership, Owner/Applicant.

### **Recommended Actions:**

Find the project exempt from CEQA, and adopt an Ordinance approving a Zone Change from the Diverse Agriculture, Frozen Lot Size Combining Zone District to the Diverse Agriculture B6-20 acre density Zone District on a 19.05 acre portion of a parcel in order to eliminate the split zoning to fulfill a condition of a previously approved Lot Line Adjustment (LLA11-0034) requested by Dutton Ranch Family Limited Partnership, Owner/Applicant; for property located at 2760 Sullivan Road, Sebastopol; APN 061-030-036.

### **Executive Summary:**

#### **Action Requested of the Board of Supervisors:**

The Board is requested to conduct a public hearing on the proposed request for a Zone Change from the DA B7 to DA B6 20 acre density on a 19.05 acre portion of a parcel in order to eliminate the split zoning to fulfill a condition of a previously approved Lot Line Adjustment, find the project exempt from CEQA and approve the Planning Commission recommendation. At the conclusion of the hearing your Board may approve the Zone Change as recommended by staff and the Planning Commission.

#### **Prior Actions:**

On August 15, 2013, the Planning Commission with a 3-0-2 vote, recommended that the Board of Supervisors approve the request by Dutton Ranch Family Limited Partnership for a Zone Change from the DA B7 to DA B6 20 acre density on a 19.05 acre portion of a parcel in order to eliminate the split zoning to fulfill a condition of a previously approved Lot Line Adjustment.

#### **Location, Zoning and Project Description:**

The subject property is 24.61 total acres in size and located at 2760 Sullivan Road, Sebastopol; APN 061-030-036; Supervisorial District No. 5. The base zoning is DA (Diverse Agriculture), B7 (Frozen Lot Size). The proposed project is a request for a Zone Change from the DA B7 to DA B6 20 acre density

on a 19.05 acre portion of a parcel in order to eliminate the split zoning to fulfill a condition of a previously approved Lot Line Adjustment. The previously approved Lot Line Adjustment transferred 19.05 acres from Jewell to the Dutton parcel of 5.56 acres zoned DA20. The 19.05 acres was zoned DA B7 (Frozen Lot Size), due to a previous subdivision in which the B7 designation was placed on the land after Jewell subdivided his land. The Lot Line Adjustment combined 19.05 acres with the 5.56 acres owned by Dutton, increasing the parcel size to 24.61 acres. Since the original land owned by Dutton is zoned DA 20, it was appropriate to rezone the 19.05 acres to DA 20 consistent with original land. Furthermore, the rezoning to DA 20 does not increase subdivision potential on the whole parcel totaling 24.61 acres and eliminated the split zoning designation as a result of the Lot Line Adjustment.

**Issue #1: General Plan and Zoning Consistency**

The proposed Zone Change is from the B7 (Frozen Lot Size) density to the 20 acre density designation on a 19.05 acre portion of the project site which consists of one legal parcel of record approved by the Lot Line Adjustment (LLA11-0034). The Zone Change is required by a Condition of Approval for the previously approved Lot Line Adjustment (LLA11-0034). A General Plan Amendment is not required because it will eliminate split zoning on the subject parcel. By filing the application for a Zone Change, the property owner has fulfilled conditions of the previously approved project. The proposed Zone Change eliminates split zoning on the subject parcel and does not result in an increase in density allowance or further subdivision potential of the subject parcel consisting of 24.61 acres.

**Issue #2: Issues Discussed at Planning Commission:**

This was an uncontested item and no issues were raised by the public or the Planning Commission at the public hearing.

**Prior Board Actions:**

None

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

Removal of split zoning designation on resulting adjusted property configuration eliminates confusion about the property’s zoning designation and allowed uses.

**Fiscal Summary - FY 13-14**

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

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

The project required an application fee to process the required zone change application.

**Staffing Impacts**

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

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

**Attachments:**

- Exhibit A: Draft Ordinance and Sectional District Map
- Exhibit B: Vicinity Map
- Exhibit C: Planning Commission Resolution No. 13-013
- Exhibit D: Planning Commission Minutes dated August 15, 2013
- Exhibit E: Planning Commission Staff Report dated August 15, 2013

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

## **ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING DATABASE OF THE COUNTY OF SONOMA, ADOPTED BY REFERENCE BY SECTION 26-02-110 OF THE SONOMA COUNTY CODE, BY RECLASSIFYING CERTAIN REAL PROPERTY FROM DA B-7 DENSITY ZONING DISTRICT(S) TO THE TO THE DA B6 - 20 ACRE DENSITY ZONING DISTRICT FOR A 19.05 ACRE PORTION OF A PARCEL LOCATED AT 2760 SULLIVAN Road, SEBASTOPOL, APN 061-030-036.

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

SECTION I: The Official Zoning Database (OZD) of the County, adopted by reference by Section 26-02-110 of the Sonoma County Code, is amended by reclassifying the following real property from the DA B-7 District(s) to the DA B-6 20 ACRE DENSITY for a 19.05 acre portion of land located on the south side of Sullivan Road approximately 700 feet from Mill Station Road; also known as 2760 Sullivan Road, Sebastopol, APN 061-030-036. File No. ZCE12-0007. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No. \_\_\_\_\_.

SECTION II: The Proposed Project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA guidelines.

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

SECTION IV: This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted this 24<sup>th</sup> day of September, 2013, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin:            McGuire:            Carrillo:            Zane:            Rabbitt:

Ayes:            Noes:            Absent:            Abstain:

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

SO ORDERED

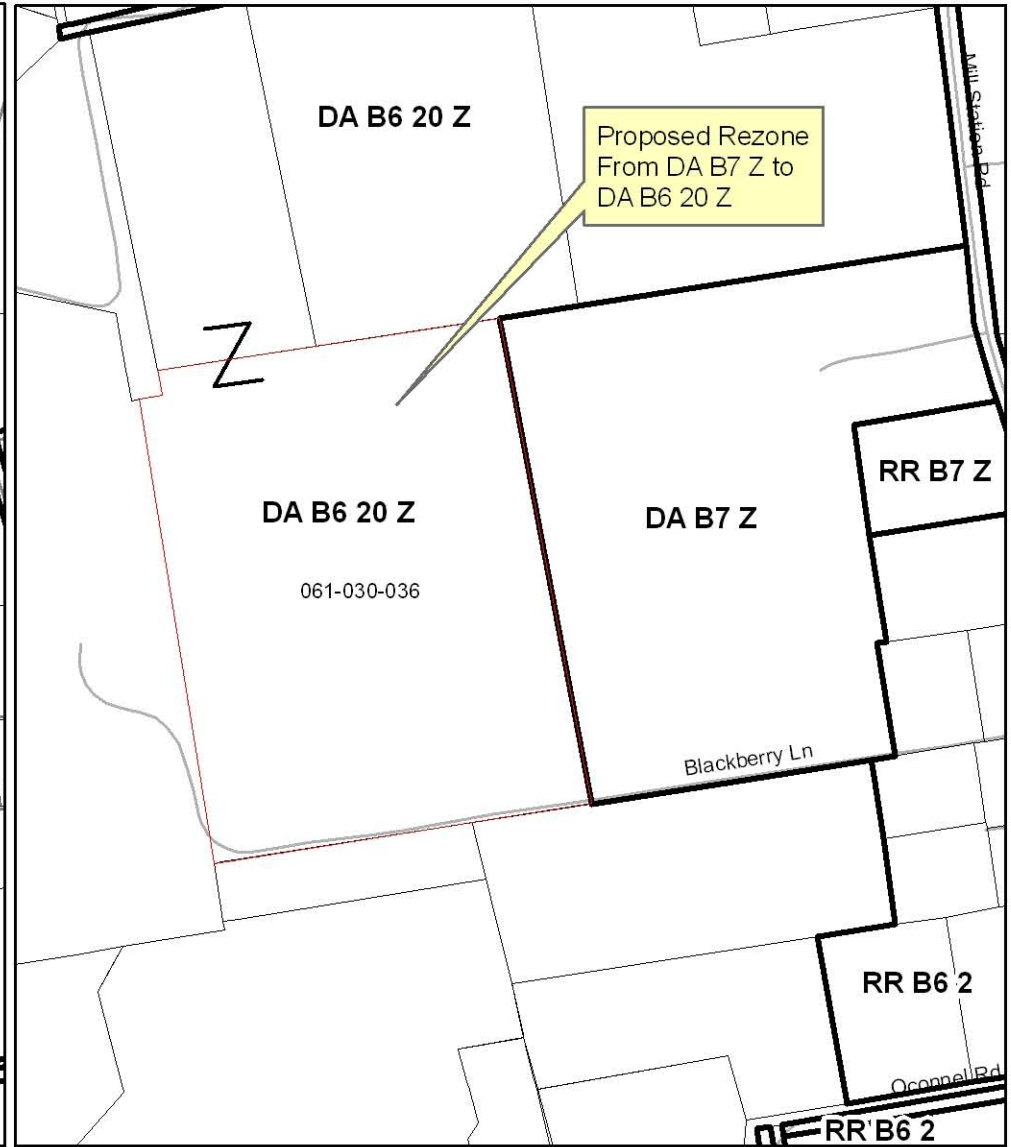
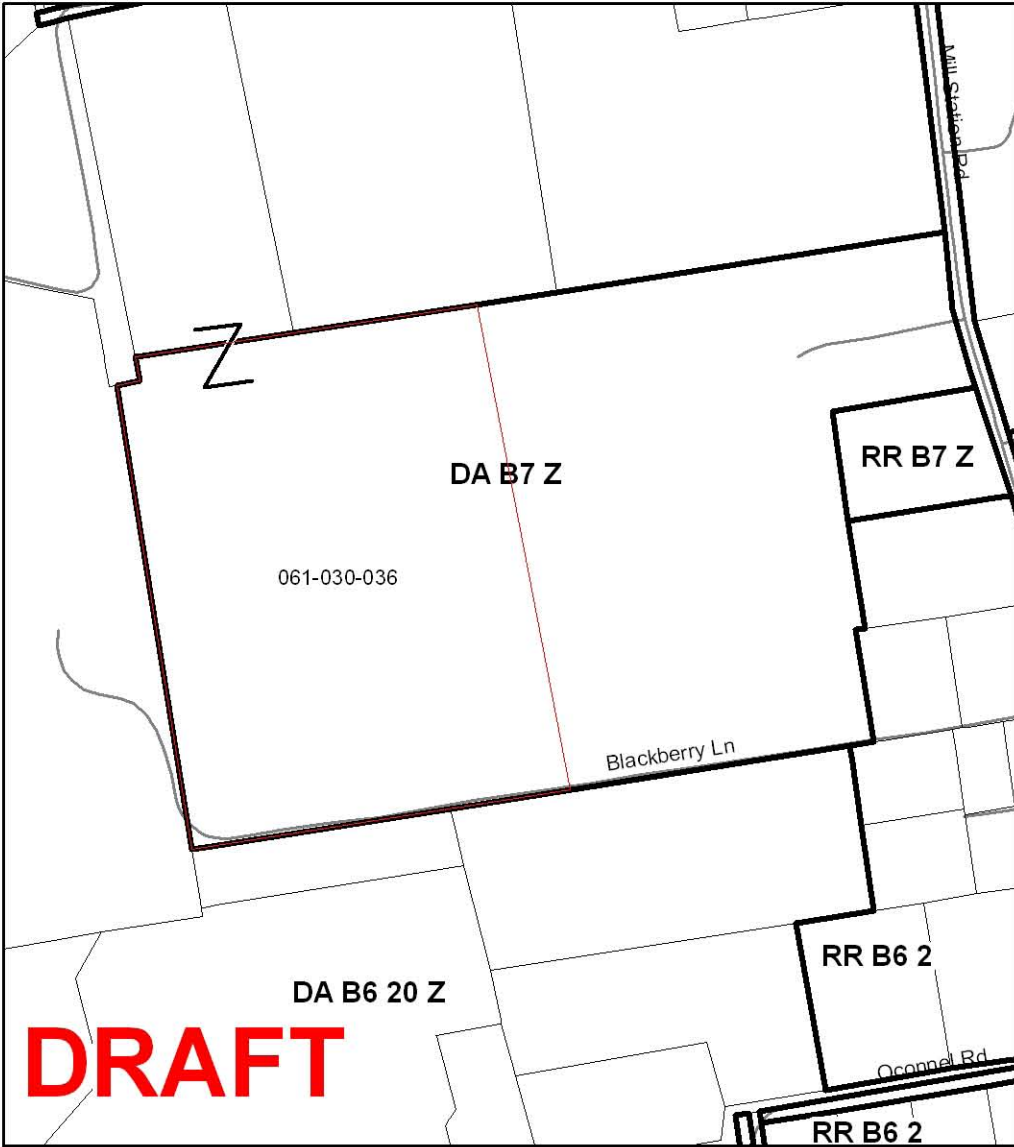
\_\_\_\_\_  
Chair, Board of Supervisors  
County of Sonoma

ATTEST:

\_\_\_\_\_  
Veronica A. Ferguson  
Clerk of the Board of Supervisors

# Existing Zoning

# Proposed Zoning



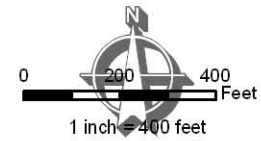
## Base Map Data

- Basezoning by Area
- Highways
- Intermittent Stream
- Perennial Stream

## Zoning Combining Districts

- LU Policy
- AH Affordable Housing
- HD Historic District
- BR Biotic Resource
- SD Scenic Design
- SR Scenic Resource
- VOH Valley Oak Habitat
- MR Mineral Resource

- G Geologic Hazard
- F2 Floodplain
- F1 Floodway



FILE: ZCE 12-0007  
 AP #: 061-030-036  
 Ordinance No.  
 Sectional District Map No.

Permit and Resource Management Department  
 Project Review Section



2550 Ventura Avenue, Santa Rosa, CA 95403  
 (707) 565-1965 Fax (707) 565-1103





Resolution Number 13-013

County of Sonoma  
Santa Rosa, California

August 15, 2013  
ZCE12-0007 Traci Tesconi

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING TO THE BOARD OF SUPERVISORS THAT THEY FIND THE PROPOSED PROJECT EXEMPT FROM CEQA AND APPROVE THE ZONE CHANGE AS REQUESTED BY DUTTON RANCH FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP; FOR PROPERTY LOCATED AT 2760 SULLIVAN ROAD, SEBASTOPOL; APN 061-030-036.

WHEREAS, the applicant, Dutton Ranch Family Limited Partnership, A California Limited Partnership, filed an application with the Sonoma County Permit and Resource Management Department to rezone 19.05 acres from the DA B7 to DA B6 20 acre zoning density designation on a 19.05 acre portion of a parcel in order to eliminate the split zoning to fulfill a condition of a previously approved Lot Line Adjustment (LLA11-0034); on property located at 2760 Sullivan Road, Sebastopol; APN 061-030-036; Supervisorial District No. 5; and

WHEREAS, on August 17, 2011, an application for a Lot Line Adjustment (LLA11-0034) was requested by the applicants which involved parcels under a Williamson Act contract, and

WHEREAS, on March 27, 2012, the Lot Line Adjustment was approved by the Board of Supervisors; and

WHEREAS, a Condition of Approval for the Lot Line Adjustment required a Zone Change application on the land added to Lot B because Lot B and Lot C are under two different densities. The rezoning from DA B7 to the DA B6 20 acre density designation will eliminate the split zoning density designations; and

WHEREAS, Section 15061(b)(3) of the California Code of Regulations provides that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on September 5, 2013, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, this Zone Change is required as a Condition of Approval for Lot Line Adjustment (LLA11-0034).

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission makes the following findings:

1. The proposed Zone Change is consistent with the subject parcel's current Diverse Agriculture 20 acres per dwelling unit land use designation



2. The proposed Zone Change from DA B7 to DA, 20 acre density is intended to eliminate split zoning on the subject parcel.
3. The Zone Change fulfills Condition No. 7 of Conditions of Approval for the previously approved Lot Line Adjustment (LLA11-0034).
4. The Zone Change does not result in an increase in density allowance or further subdivision potential of the subject parcel.
5. The project is exempt from CEQA pursuant to Section 15061(b)(3).

BE IT FURTHER RESOLVED, that the Planning Commission recommends that the Board of Supervisors approve the requested Zone Change.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner Shahhosseini, who moved its adoption, seconded by Commissioner Montoya, and adopted on roll call by the following vote:

Commissioner Carr	Aye
Commissioner Montoya	Aye
Commissioner Shahhosseini	Aye
Commissioner Liles	Absent
Commissioner Lynch	Absent

Ayes: 3    Noes: 0    Absent: 2    Abstain: 0

WHEREUPON, the Chair declared the above and foregoing resolution duly adopted; and

SO ORDERED.



# Sonoma County Planning Commission **STAFF REPORT**

## Sonoma County Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, CA 95403

(707) 565-1900 FAX (707) 565-1103

**FILE:** ZCE12-0007  
**DATE:** August 15, 2013  
**TIME:** 1:05 p.m.  
**STAFF:** Traci Tesconi, Project Planner

**Board of Supervisors Hearing will be held at a later date and will be noticed at that time.**

### SUMMARY

**Applicant:** Steve Dutton

**Owner:** Dutton Ranch Family Limited Partnership, A California Limited Partnership

**Location:** 2760 Sullivan Road, Sebastopol  
APN: 061-030-036 Supervisorial District No.: 5

**Subject:** Zone Change

**PROPOSAL:** 061-

**Environmental Determination:** General Exemption, Section 15061(b)(3)

**General Plan:** Diverse Agriculture, 20 acres per dwelling unit

**Specific/Area Plan:** West Sebastopol Area Plan  
**Land Use:** Agriculture and Residential

**Ord. Reference:** 26-02-110 (Zoning Ordinance); 25-70.3 (Sonoma County Subdivision Ordinance)

**Zoning:** DA (Diverse Agriculture), B7 (Frozen Lot Size)

**Application Complete for Processing:** October 16, 2012

**RECOMMENDATION:** Adopt the Resolution recommending the Board of Supervisors approve the proposed Zone Change.

### ANALYSIS

**Background:**

On March 27, 2012, the Board of Supervisors approved a Lot Line Adjustment (LLA11-0034) amongst three parcels. Two of the parcels are under a Williamson Act contract. Under the Lot Line Adjustment application, Lot A and Lot B are zoned Diverse Agriculture with a 20 acre density, but Lot C is zoned Diverse Agriculture B7 (Frozen Lot Size). The Lot Line Adjustment included adjusting 19.05 acres from Lot C to Lot B which resulted in split density on resultant Lot B. Therefore, in order to approve the Lot Line Adjustment a condition of approval required a Zone Change application be submitted for a portion of resultant Lot B from the B7 (Frozen Lot Size) to a 20 acre density designation in order to eliminate the split zoning. Once the application was submitted, the grant deeds could be recorded which allows the new legal descriptions of the resultant parcels to be prepared. The Lot Line Adjustment's grant deeds were recorded on October 16, 2012 under OR#2012-102523 and OR#2012-102524.

**Project Description:**

The request for a Zone Change on 19.05 acres from the Diverse Agriculture B7 (Frozen Lot Size) to the Diverse Agriculture 20 acre density designation is required to eliminate split zoning on resultant Parcel B as a condition of a previously approved Lot Line Adjustment (LLA11-0034). The Diverse Agriculture base zoning district remains unchanged. In addition, a General Plan Amendment is not required because the parcel designated Diverse Agriculture, 20 acres per dwelling unit designation. The Zone Change does not result in an increase in density allowance or further subdivision potential for the affected parcel.

**Site Characteristics:**

The site is located on the west side of Mill Station Road approximately 200 feet from the Sullivan Road intersection. The project site, Parcel B, is 24.61 acres in size and contains a well, a commercial vineyard and apple orchard, with 9.2 acres planted in Pinot Noir, Chardonnay, and Sauvignon Blanc grapes; and 13.83 acres of apples, respectively.

**Surrounding Land Use and Zoning:**

The predominant land use in the area is agriculture with commercial apple orchards and vineyards. The surrounding land uses include agricultural uses to the north, east, and west, with parcel sizes ranging from 1 acre to 30 acres in size. Surrounding zoning designations are Diverse Agriculture, 20 acre density, Diverse Agriculture, B7 (Frozen Lot Size), and Rural Residential, 2 acre density.

**DISCUSSION OF ISSUES**

**Issue #1:** General Plan and Zoning Ordinance Consistency

The proposed Zone Change is from the B7 (Frozen Lot Size) density to the 20 acre density designation on a 19.05 acre portion of the project site which consists of one legal parcel of record approved by the Lot Line Adjustment (LLA11-0034). The Zone Change is required by a Condition of Approval for the previously approved Lot Line Adjustment (LLA11-0034). A General Plan Amendment is not required because it will eliminate split zoning on the subject parcel. By filing the application for a Zone Change, the property owner has fulfilled conditions of the previously approved project. The grant deeds for the Lot Line Adjustment had to be recorded prior to processing the request.

**STAFF RECOMMENDATION**

Adopt the Resolution recommending the Board of Supervisors approve the proposed Zone Change based on the following findings:

**FINDINGS FOR RECOMMENDED ACTION**

1. The proposed Zone Change is consistent with the subject parcel's current Diverse Agriculture 20 acres per dwelling unit land use designation
2. The proposed Zone Change from DA B7 to DA, 20 acre density is intended to eliminate split zoning on the subject parcel.
3. The Zone Change fulfills Condition No. 7 of Conditions of Approval for the previously approved Lot Line Adjustment (LLA11-0034).
4. The Zone Change does not result in an increase in density allowance or further subdivision potential of the subject parcel.
5. The project is exempt from CEQA pursuant to Section 15061(b)(3).

**LIST OF ATTACHMENTS**

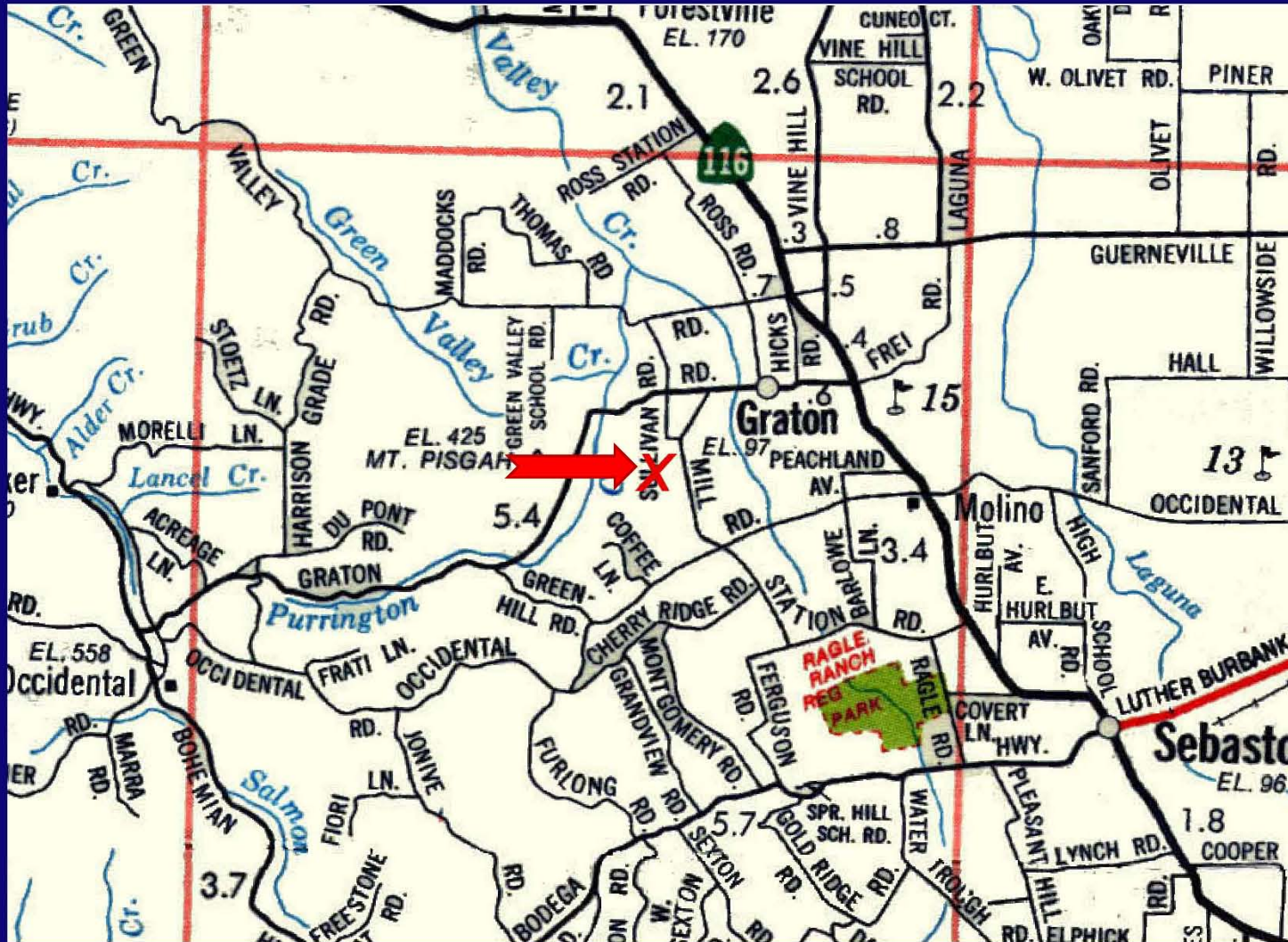
- EXHIBIT A: Draft Ordinance and Sectional District Map  
EXHIBIT B: Conditions of Approval for LLA11-0034, dated March 27, 2012  
EXHIBIT C: Vicinity Map  
EXHIBIT D: General Plan Land Use Map  
EXHIBIT E: Zoning Map  
EXHIBIT F: Lot Line Adjustment Site Plan  
EXHIBIT G: Draft Resolution
-



PRMD

ZCE12-0007

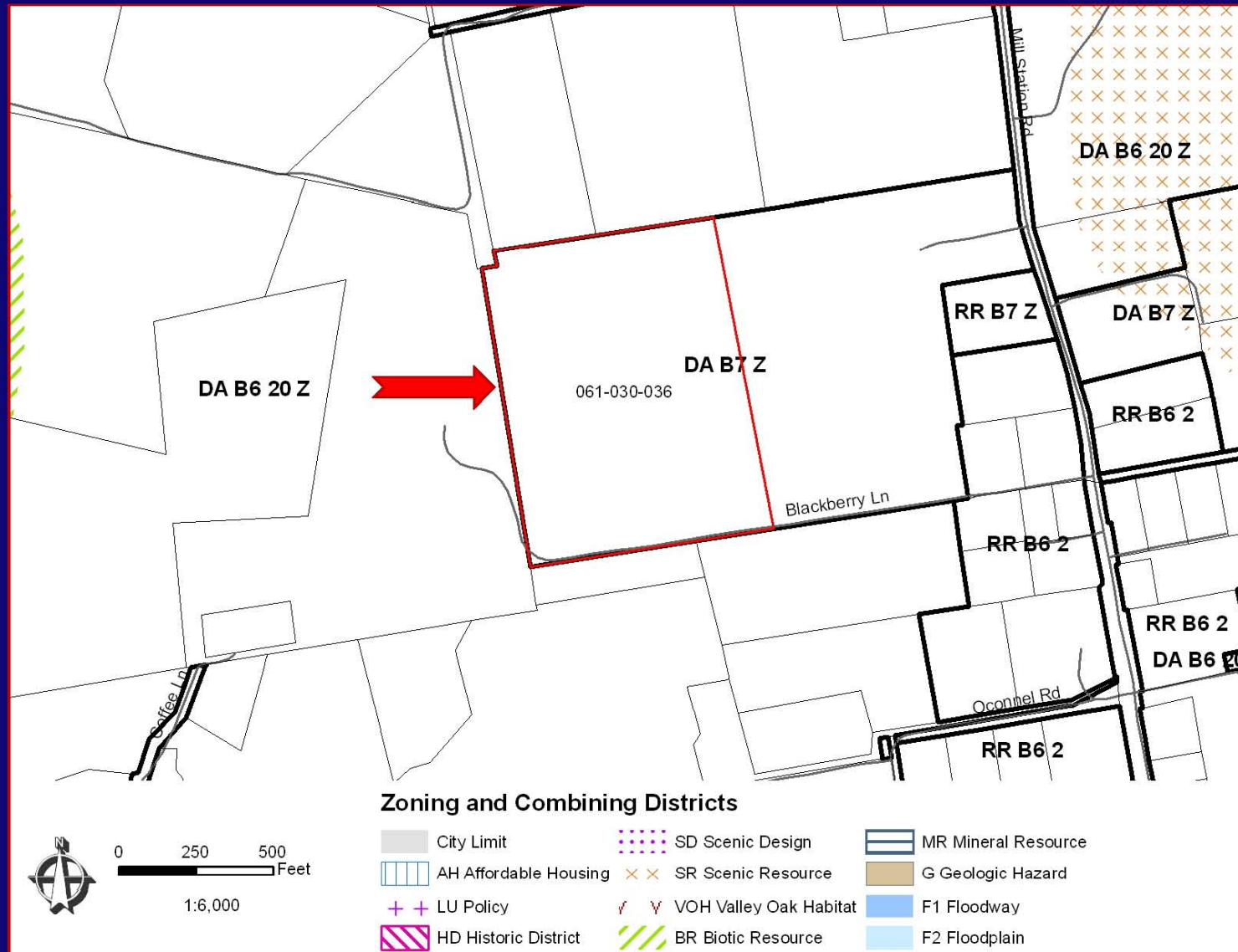
# Vicinity Map



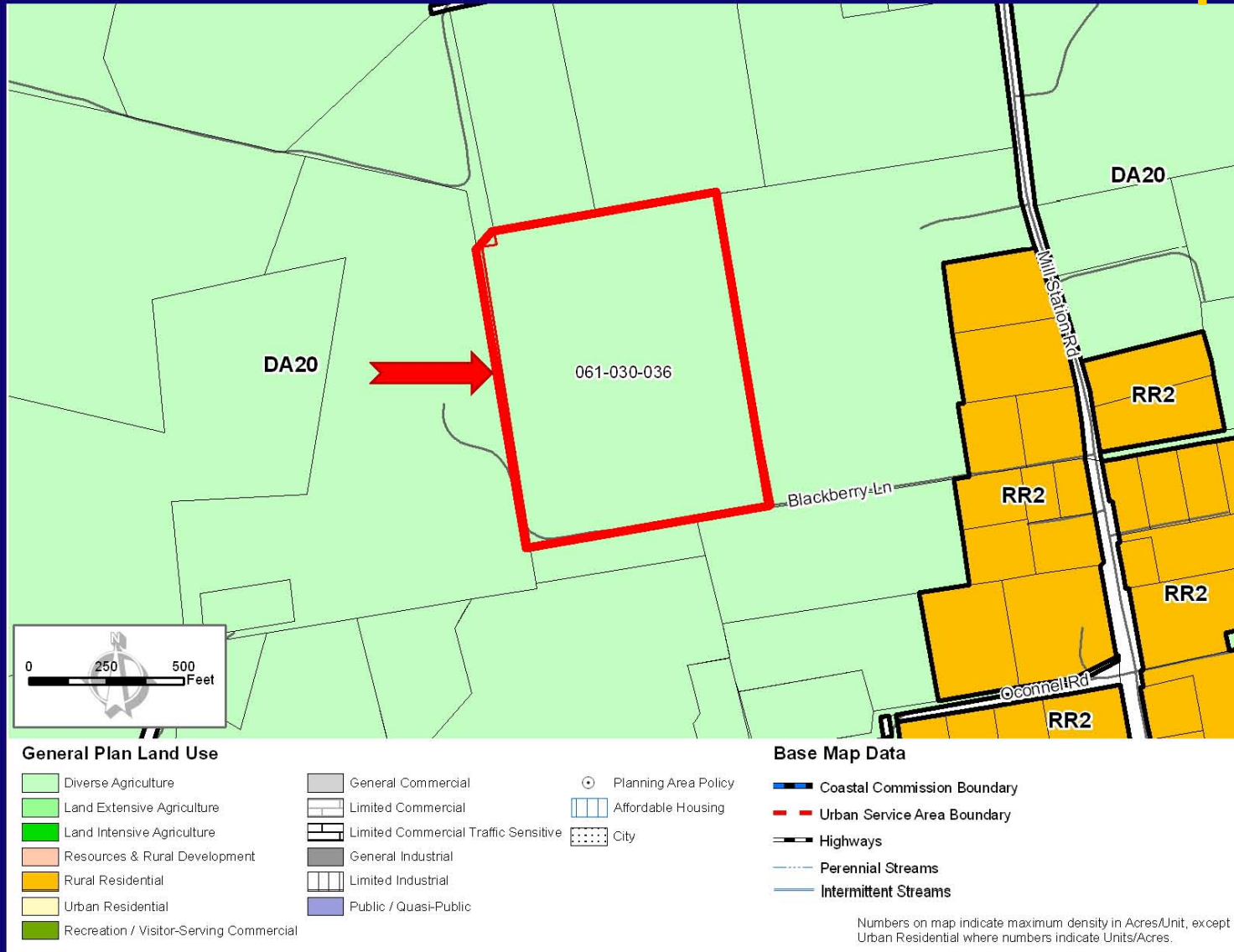
PRMD

ZCE12-0007

# Zoning Map



# General Plan Land Use Map

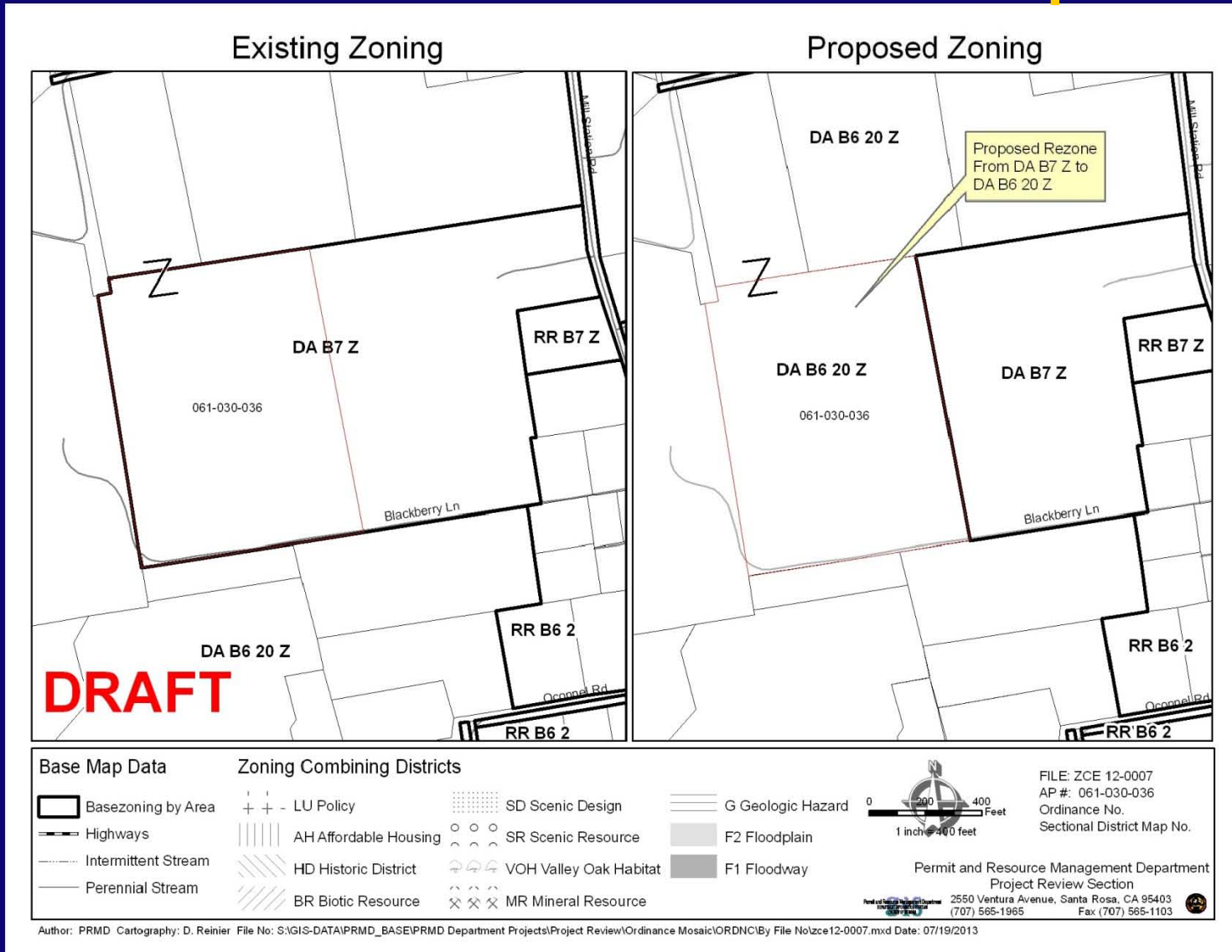


PRMD

ZCE12-0007



# Sectional District Map



PRMD

ZCE12-0007





PRMD

ZCE12-0007