

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

MONDAY-FRIDAY

JUNE 16-27, 2014

8:30 A.M.

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

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

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

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

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

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

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

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

The Consent Calendar includes routine financial and administrative actions that 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. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.

NOTE: Budget Hearings have been noticed and posted for June 16 through June 27, 2014. It is anticipated that the Board will conclude Budget Hearings during the first few days and may not need to meet the full two weeks. For clarification on this schedule, please contact the Clerk of the Board at (707) 565-2241.

Monday, June 16, 2014

8:30 A.M.

Board of Supervisors Chambers

575 Administration Drive, Room 102A, Santa Rosa

- I. Board member announcements and reports on meetings and other activities
- II. CAO Budget overview presentation
- III. Board member selection of individual Departmental Budgets to move from Consent to Regular Calendar
- IV. Public comment on remaining Consent Budgets and Supplemental Budget (Note: Please limit comments to 3 minutes each)

NOTE: The public will have an opportunity to comment on the Regular Calendar Budgets throughout the budget hearings

- V. Board reaffirmation of Budgets to be scheduled for Regular presentation and action on Consent Budgets and Supplemental Budget Adjustments
- VI. Break
- VII. Further Budget discussions for any of the budgets removed from Consent
- VIII. Resolution adopting the Budget (unless hearing is continued to the following day)
- IX. Adjourn to 8:30 a.m. Tuesday, June 17, 2014

Tuesday, June 17, 2014

8:30 A.M.

Board of Supervisors Chambers

575 Administration Drive, Room 102A, Santa Rosa

8:30 A.M

- I. Approval of the Agenda
- II. Consent Calendar
- III. Regular Calendar
- IV. Closed Session Calendar

2:00 P.M

- V. Regular Afternoon Calendar
 - A. Report on Closed Session
 - B. Public Comment on Issues Not on the Agenda
 - C. Permit and Resource Management Department Acts and Determinations
 - D. Continuation of Budget Hearings: The Board of Supervisors/Directors/Commissioners/Directors of the Sonoma Valley County Sanitation District of the County of Sonoma will consider the Proposed Budget for the 2014/15 Fiscal Year and Resolution adopting the Budget (unless hearing is continued to the following day)
 - E. Adjourn to 8:30 a.m. Wednesday, June 18, 2014 if needed.

Wednesday, June 18, 2014

8:30 A.M.

Board of Supervisors Chambers

575 Administration Drive, Room 102A, Santa Rosa

- I. Continuation of Budget Hearings as Needed: The Board of Supervisors/Directors/Commissioners/Directors of the Sonoma Valley County Sanitation District of the County of Sonoma will consider the Proposed Budget for the 2014/15 Fiscal Year.

TUESDAY, JUNE 17, 2014

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. CONSENT CALENDAR

(Items 1 through 30)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 and 2)

PRESENTATIONS AT DIFFERENT DATE

1. Adopt a Gold Resolution to rename and dedicate the roundabout at Arnold Drive and Agua Caliente Roads the General Hap Arnold Roundabout. (First District)
2. Adopt a Gold Resolution recognizing Dick Butler's contributions to the Russian River Watershed leading to the recovery of Coho, Steelhead and Chinook in the Russian River and wishing him well on the occasion of his retirement. (Fourth District)

COMMUNITY DEVELOPMENT COMMISSION

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

AND

**SUCCESSOR AGENCY FOR THE SONOMA COUNTY COMMUNITY
REDEVELOPMENT AGENCY / BOARD OF SUPERVISORS**

3. Roseland Village Shopping Center Demolition and Remediation Project –
 - (A) Adopt a Resolution of the Board of Commissioners of the Sonoma County Community Development Commission, approving the addition of certain work to the Roseland Village Shopping Center Demolition and Remediation Project, awarding the bid for the project to Jakela, Inc. (\$459,799), and authorizing the Executive Director of Commission to (1) execute the Construction Contract for the Roseland Village Shopping Center Demolition and Remediation Project with Jakela, Inc., (2) approve minor Contract modifications limited to ten percent of total Contract award
Claims, if required, and (4) file a Notice of Determination pursuant to the California Environmental Quality Act.
 - (B) Approve and authorize the Executive Director of the Sonoma County Community Development Commission (Commission) to execute the First Amendment to the Agreement for Professional Services between Successor Agency to the Sonoma County Community Redevelopment Agency and Harris & Lee Environmental Services, LLC to revise the budget for abatement and demolition of the bowling alley building with no change in the total amount of the Agreement.
 - (C) Approve and authorize the Executive Director of Commission to execute the Agreement for Professional Services between Commission and Harris & Lee Environmental Services, LLC to provide up to \$39,113 for oversight of building abatement and demolition for the vacant gas station, warehouse, and grocery store buildings located on the Roseland Village Shopping Center site. (Fifth District)

COMMUNITY DEVELOPMENT COMMISSION

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

4. Adopt a Resolution authorizing the Executive Director of the Sonoma County Community Development Commission to execute the Agreement Regarding Transfer of Building Equity and Growth in Neighborhoods (BEGIN) Loans, to accept assignment of 54 notes receivable and related affordable housing covenants from the City of Sebastopol, and to execute documents required to assume the State of California Standard and Monitoring Agreements for said BEGIN notes and covenants. (Fifth District)

SONOMA COUNTY WATER AGENCY
SOUTH PARK COUNTY SANITATION DISTRICT

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

5. Execution of Easement Agreements and Consent Agreement – Find and determine that the execution of an Easement Deed from the South Park County Sanitation District to Pacific Gas and Electric Company, an Easement Agreement from the South Park County Sanitation District to Madeline Chavez, and a Consent Agreement between the Sonoma County Water Agency and Madeline Chavez, located at 2111 Whitewood Drive, Santa Rosa, will not adversely affect the Water Agency or the South Park County Sanitation District in any respect, and will not have a significant adverse effect on the environment; and
 - (A) Determine that payment by the Grantee in the amount of \$1,700 is adequate consideration for the Easement Deed, Easement Agreement, and Consent Agreement; and
 - (B) Upon such finding, authorize the Chair to execute a consent agreement allowing certain uses within the Sonoma County Water Agency Petaluma Aqueduct Easement, and direct the Clerk of the Board to record the consent agreement; and
 - (C) Authorize the Chair to execute and record an Easement Deed conveying property rights to the Pacific Gas and Electric Company, and an Easement Agreement, for Driveway and utility improvements upon receipt of a payment from Grantee in the amount of adequate consideration determined by the Board and an Easement by Water Agency staff;
 - (D) Authorize the General Manager to file Notices of Exemption in accordance with the California Environmental Quality Act. (4/5 vote required) (Fifth District)

SONOMA COUNTY WATER AGENCY

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

6. Authorize the Chair to execute the first amended agreement between the Sonoma County Water Agency and the Sonoma Clean Power Authority to provide a more focused scope of work and decrease the amount of revenue provided to the Water Agency from \$25,000 per month to \$100,000 per year, through June 30, 2015. (\$100,000 income to Water Agency).
7. Authorize the Chair to execute an agreement with HDR Engineering, Inc., to provide electrical engineering and design services for the Sonoma Booster Station Electrical Upgrade and Pumping Reliability Project for the amount of \$150,000; agreement terminates on June 20, 2016. (First and Fourth Districts)
8. Authorize the Chair to execute an agreement with Rusty Klassen to provide energy-related consulting services for the amount of \$65,000; agreement terminates on July 31, 2015.

9. Authorize the General Manager to execute a 10-year renewal agreement to the Water Agency's water supply agreement with the Windsor Water District and the Town of Windsor; and Authorize the General Manager to approve and execute extensions of up to one year to the Water Agency's water supply agreements with Camp Meeker Recreation and Park District, City of Healdsburg, and Marin Municipal Water District. (Fourth and Fifth Districts)

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

10. Authorize the Chair to execute a five year contract with Simpler Systems, Inc. for financial data reporting and maintenance services for the term of July 1, 2014 – June 30, 2019, for a total amount not to exceed \$128,400.

BOARD OF SUPERVISORS

11. Disbursement of Fiscal Year 2013/14 First District Advertising Funds – 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 Chamber of Commerce, \$500; Sonoma Ecology Center, \$5,000; and Sonoma Valley Jazz Society, \$500.
12. Disbursement of Fiscal Year 2013/14 Third District Advertising Funds – Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotions activities for Fiscal Year 2013/14: Social Advocates for Youth, \$1,000; Hispanic Chamber of Commerce Sonoma County, \$1000; Conservation Action Fund for Education, \$602.
13. Disbursement of Fiscal Year 2013/14 Fourth District Advertising Funds – Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotions activities for Fiscal Year 2013/14: Town of Windsor, \$1,000.
14. Approve a request for the Board of Supervisors to send a letter to National Oceanic and Atmospheric Administration (NOAA) in support of the expansion of the Cordell Bank and Gulf of the Farallones National Marine Sanctuaries, in support of continued public outreach through the Sanctuary Advisory Councils to consider any further revisions to management regulations affecting the Sanctuary, and in opposition to the inclusion of Motorized Personal Watercraft (MPWC) zones within the Sanctuary. (Fifth District)

COUNTY ADMINISTRATOR

15. Approve distribution of \$317,194 of Graton Mitigation Fund Payments received from the State to Public Agencies under the Intergovernmental Mitigation Agreement with the Federated Indians of the Graton Rancheria. (Second and Third Districts)

CLERK-RECORDER-ASSESSOR

16. Authorize the County Clerk-Recorder-Assessor to execute an agreement with J. Bruce Reading for geothermal economic and financial analysis services for the period of July 1, 2014 through June 30, 2015 in an amount not to exceed \$27,000.

FIRE AND EMERGENCY SERVICES

- 17. Adopt a Resolution authorizing the Emergency Manager, County Fire Chief/Department Director, or County Administrator to sign documents for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and/or sub-granted through the State of California.
- 18. Adopt a Resolution extending the proclamation of a drought emergency in Sonoma County by 30 days.

GENERAL SERVICES / HEALTH SERVICES

- 19. Authorize the General Services Director to execute a lease with Concourse, LLC (Landlord), comprised of approximately 4,310 sq. ft. of office/warehouse space, located at 195 Concourse Boulevard, Santa Rosa, for the Department of Health Services, Coastal Valley Emergency Medical Services Agency, for an initial rate of \$1.38 per sq. ft. per month (approximately \$5,948 per month, or \$71,374 per year), which is subject to adjustment as more particularly described in the proposed lease, for a seven-year initial term with two, 5-year extension options.

HEALTH SERVICES

- 20. First 5 Commission Agreements –
 - (A) Authorize the Director of Health Services to execute an agreement with Redwood Community Health Coalition in an amount not to exceed \$472,963 for the period July 1, 2014 through June 30, 2017, to develop a sustainable system to provide developmental and social-emotional screenings in well-child visits at federally qualified health centers in Sonoma County, including facilitated referrals and intervention services, with the option to extend the term two additional one-year periods (Fiscal Year 2017-18 and Fiscal Year 2018-19) in an amount not to exceed \$100,000 per year, up to a total contract amount not to exceed \$672,963.
 - (B) Authorize the Director of Health Services to execute the first amendment to an agreement with Community Action Partnership of Sonoma County to administer the Perinatal Oral Health Promotion Program for nine additional months, increasing the agreement by \$55,000 resulting in a new total not to exceed amount of \$154,624, and extending the term from September 14, 2014 to June 30, 2015.

HUMAN RESOURCES

AND

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

COMMUNITY DEVELOPMENT COMMISSION

NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

SONOMA COUNTY WATER AGENCY

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

- 21. Authorize the Director of Human Resources to execute a three-year contract with Vavrinek, Trine, Day & Co., LLP for County Health Plan (CHP) Audit Services for a total three-year price of \$85,500.

PERMIT AND RESOURCE MANAGEMENT

22. Authorize the Director of Permit and Resource Management Department to execute an agreement with Accela, Inc. for the purchase, implementation, licensing, service, and maintenance of the Accela Automation permit management system for the period of July 1, 2014, through June 30, 2019, in an amount not to exceed \$1,861,240.
23. Adopt a Resolution to rescind the existing Type I Land Conservation Act Contract and authorize the Chair to simultaneously enter into two new Land Conservation Contracts including a Prime contract for 55.69 +/- acres and a Non-Prime contract 40.73 +/- acres as requested by Stephen Hill and Manuel Franco as a condition of approval for Lot Line Adjustment LLA11-0030; 1905 Felder Road and 1912 Speering Road, Sonoma; APN's 142-021-014 & 142-021-008 and 142-021-013. (File No. PLP12-0006). (First District)

PROBATION

24. Approve the Community Corrections Partnership's recommended Public Safety Realignment Plan for Fiscal Year 2014-15 (Year 4). (4/5 vote required to reject plan)
25. Juvenile Justice Crime Prevention Act, Youthful Offender Block Grant, Juvenile Accountability Block Grant, funding applications and agreements for Fiscal Year 2014-2015 –
 - (A) Authorize the Chief Probation Officer to accept Juvenile Justice Crime Prevention Act (JJCPA) funds for Fiscal Year 2014-2015, and sign agreements for the term of July 1, 2014, to June 30, 2015, with Petaluma People Services Center (\$109,540), Restorative Resources (\$100,000), Seneca Family of Agencies (\$18,080), Social Advocates for Youth (\$112,810), The Center for Social and Environmental Stewardship (\$27,120), Drug Abuse Alternatives Center (\$24,999) and Verity (\$38,000) to provide juvenile programs that have proved effective in reducing crime among at-risk and young offenders for designated Sonoma County youth.
 - (B) Authorize the Chief Probation Officer to accept Youthful Offender Block Grant (YOBG) funds for Fiscal Year 2014-2015, and sign agreements for the term of July 1, 2014 to June 30, 2015, with Counseling and Psychotherapy Centers (\$102,900), Petaluma People Services Center (\$15,360 & \$14,400), Social Advocates for Youth (\$9,600), California Parenting Institute (\$9,600 & \$28,800), Sonoma County Office of Education (\$15,000), Verity (\$13,440), and The Center for Social and Environmental Stewardship (\$412,000) to provide a continuum of responses to juvenile crime and delinquency, providing appropriate rehabilitative and supervision services to designated Sonoma County youth, particularly for those youth who are no longer eligible to be sent to the Department of Juvenile Justice.
 - (C) Adopt a Resolution a) Authorizing the Chief Probation Officer, on behalf of the County, to submit the Juvenile Accountability Block Grant Fiscal Year 2014/2015 Direct Allocation Grants Application to the Board of State and Community Corrections, b) That Sonoma County will provide all matching funds required by the grant (\$3,641), and c) That JABG grant funds will not be used to supplant expenditures controlled by Sonoma County. Further, authorize the Chief Probation Officer, on behalf of the County, to accept the JABG grant funds and sign an agreement for the term of July 1, 2014, to June 30, 2015 with Petaluma People Service Center (\$18,000) and Social Advocates for Youth (\$12,810) to fund training and certification in the Functional Family Therapy model and an agreement with a training consultant to fund training in trauma-informed care (\$1,961).

PUBLIC DEFENDER

26. Approve and authorize the Public Defender, to submit the 2014 Justice Assistance Grant (JAG) Program Application, and execute JAG Program award documents with the Department of Justice, Bureau of Justice Assistance in the amount of \$46,531.

REGIONAL PARKS / TRANSPORTATION AND PUBLIC WORKS

27. Adopt a Resolution authorizing the filing of applications for Active Transportation Program funding assigned to Metropolitan Transportation Commission for Willowside Road Safe Routes to School and Bodega Bay Trail Coastal Prairie projects. (Fifth District)

TRANSPORTATION AND PUBLIC WORKS

28. Approve and authorize Chair to sign agreements for Emergency Fully Operated Equipment Services each for an amount not to exceed \$50,000 per fiscal year, with terms ending June 30, 2018 with the following companies: CATS4U, Inc., Ghilotti Brothers, Inc., Hanford Applied Restoration & Conservation, Pacific Coast Drilling Company, Parmeter General Engineers & Services, Inc., Rege Construction, and Serres Corporation.
29. Approve and authorize the Chair to sign an engineering design contract with Quincy Engineering, Inc. for the development of a scour mitigation plan for the Jimtown Bridge on Alexander Valley Road (C12001) in an amount not to exceed \$135,000 with a term ending December 31, 2015. (Fourth District)

APPOINTMENTS/REAPPOINTMENTS

(Item 30)

30. Reappoint Doris Reyes to the Commission on the Status of Women for a two year term, beginning June 17, 2014 and ending June 17, 2016. (Third District)

III. REGULAR CALENDAR

TUESDAY, JUNE 17, 2014

(Items 31 through 33)

NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

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

31. Conduct a public hearing and adopt a Resolution adopting Northern Sonoma County Air Pollution Control District's Fiscal Year 2014-2015 Budget. (4/5 vote required) (Second Hearing)

TRANSPORTATION AND PUBLIC WORKS

32. Accept the Long-Term Road Plan report and provide direction to staff.

BOARD OF SUPERVISORS

33. Approve Board Sponsorship in the amount of \$1,785 to cover the cost of renting space at the Cloverdale Veteran's Building for the annual "Christmas in June" event put on by the Cloverdale Food Pantry, scheduled for June 25, 2014. (Fourth District)

IV. CLOSED SESSION CALENDAR

(Items 34 through 46)

34. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Title: Transportation and Public Works Department Director (Govt. Code Section 54957(b)(1)).
35. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Title: Director of Department of Health Services (Govt. Code Section 54957(b)(1)).
36. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Title: Agricultural Commissioner (Govt. Code Section 54957(b)(1)).
37. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: Watertrough Children's Alliance v. County of Sonoma et al., Sonoma County Superior Court, SCV 254679. Friends of the Gualala River et al. v. County of Sonoma et al., Sonoma County Superior Court, SCV 255465 (Govt. Code Section 54956.9(d)(1)).
38. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: California River Watch v. County of Sonoma, United States District Court for the Northern District of California, Case #: 3:14-cv-00217-WHA (Govt. Code Section 54956.9(d)(1)).
39. The Board of Supervisors, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiators: Wendy Macy/Carol Allen. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).
40. The Board of Supervisors and the Board of Directors of Sonoma County In-Home Supportive Services Public Authority will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: Guerrero v. Weber, et al Sonoma County Superior Court Case No. SCV-248680 (Govt. Code Section 54956.9(d)(1)).
41. The Board of Supervisors will consider the following in closed session: Potential initiation of litigation – Name of Case: Unfunded Landfill Liabilities (Govt. Code Section 54956.9(d)(4)).
42. The Board of Supervisors will consider the following in closed session: Potential initiation of litigation – Name of Case: Federated Indians of Graton Rancheria (Govt. Code Section 54956.9(d)(4)).
43. The Board of Supervisors will consider the following in closed session: Potential initiation of litigation – Name of Case: Lytton Band of Pomo Indians (Govt. Code Section 54956.9(d)(4)).
44. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Initiation of Litigation – Name of Case: Dry Creek Rancheria Band of Pomo Indians (Govt. Code Section 54956.9(d)(4)).

CLOSED SESSION CALENDAR (Continued)

45. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Initiation of Litigation – Name of Case: Potential initiation of litigation against Aircon Energy Inc. (Govt. Code Section 54956.9(d)(4)).

46. The Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation/Exposure to litigation – Name of Case: Renewal of Supplemental Water Supply Agreement with Marin Municipal Water District (Govt. Code Section 54956.9(d)(2)).

V. REGULAR AFTERNOON CALENDAR

(Items 47 through 51)

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

47. REPORT ON CLOSED SESSION

48. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA (Comments are restricted to matters within the Board's 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. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.)

49. 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) Acts and Determinations of Landmarks Commission
- e) Administrative Determinations of the Director of Permit and Resource Management

50. CONTINUATION OF BUDGET HEARINGS: The Board of Supervisors/Directors/Commissioners/Directors of the Sonoma Valley County Sanitation District of the County of Sonoma will consider the Proposed Budget for the 2014/15 Fiscal Year and Resolution adopting the Budget (unless hearing is continued to the following day).

51. ADJOURNMENTS

NOTE: The next regular meeting will be held on June 24, 2014.

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

1. June 24th (PM) – PLP08-0021; Re-open the public hearing Ratna Ling Retreat Center
2. July 22nd (AM) – Prop 218 majority protest public hearings Jenner Water District
3. July 22nd (AM) – Prop 218 majority protest public hearings Freestone Water District
4. July 22nd (PM) – Revision to Zoning Code and adoption of Ordinance for Small Agricultural Processing Facilities and Farm Retail Sales
5. July 22nd (PM) – GPA13-0013; General Plan Amendment to the Land Use Element to address Community Opportunity Areas
6. July 29th (PM) – ORD14-0004; Ordinance re-adopting the Official Zoning Database for the Coastal Zone
7. July 29th (PM) – UPE12-0045; Appeal of a Use Permit Approval, 16702 Highway 1, Bodega
8. August 5th (PM) – GPA13-0009; 2014 Draft Housing Element



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisorial District(s):

Supervisor Susan Gorin, 565-2241

First

Title: Resolution to rename and dedicate the roundabout at Arnold Drive and Agua Caliente Roads the General Hap Arnold Roundabout

Recommended Actions:

Adopt a Resolution to rename and dedicate the roundabout at Arnold Drive and Agua Caliente Roads the General Hap Arnold Roundabout.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

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



County of Sonoma

State of California

Date: June 17, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Renaming and Dedicating the Roundabout at Arnold and West Agua Caliente as the
"General Hap Arnold Roundabout" in Honor of General Henry "Hap" Arnold**

Whereas, Henry "Hap" Arnold was a patriot, husband, father, and Sonoma resident. He is widely regarded as the father of the Air Force and one of the most pivotal figures in American military history; and

Whereas, Henry Arnold was born on June 25, 1886, in the small hamlet of Gladwyne, Pennsylvania, the son of a doctor and soldier. In 1903, Arnold graduated from high school and applied to West Point, entering the United States Military Academy at the age of 17 years, and

Whereas, Hap Arnold achieved the rank of a five star general of both the Army and the Air Force. He is the only officer to ever hold a five-star grade in two different U.S. military services, and

Whereas, Hap Arnold was an innovator and a visionary. During the Great Depression, he organized and commanded the Civilian Conservation Corps camps in the Sierras. In 1942, Hap Arnold approved famed female aviator Jacqueline Cochran's request to establish the Women's Airforce Service Pilots (WASPs) to train and to employ women pilots in military training and aircraft ferrying roles to great success, despite strong political and popular opposition, and

Whereas, in 1946 Hap and his wife, Bea, chose the beautiful valley of Sonoma to spend their final years of life. They cherished both the land and the community. Hap often wrote for the *Sonoma Index Tribune* and served on the Sonoma County Fair Board of Directors as well as Fish and Game Commissioner for the State of California, and

Whereas, Arnold Drive was previously named Grand Avenue, but often referred to as "the back road" leading to Hap and Bea Arnold's Home. In 1950, it was renamed in his honor after his death in January of the same year, and

Whereas, the community of Sonoma joins together today for the renaming and dedication of the newly constructed roundabout in honor of General Hap Arnold, a person who enjoyed a

Resolution #

Date:

Page 2

slow afternoon, but was known for his impatience. He once remarked of his retirement activities: "I will sit under an oak tree and look across the valley at the white-faced cattle. And if one of them even moves too fast, I will look the other way." In contrast, Bea Arnold observed of her husband, "He would plant a tree and expect shade immediately." Therefore, the roundabout is the ideal place to honor a man who desired to slow down, but known for his innate desire for a speedy result, and

Now, therefore be it resolved that the Sonoma County Board of Supervisors hereby renames and dedicates the Roundabout at Arnold and West Agua Caliente as the "General Hap Arnold Roundabout" in honor of General Henry "Hap" Arnold.

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

To: Board of Supervisors

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Mike McGuire, 565-3758 and
Supervisor Efren Carrillo, 565-2241

Supervisorial District(s):

Fourth and Fifth Districts

Title: Gold Resolution

Recommended Actions:

Adopt a gold resolution recognizing Dick Butler's contributions to the Russian River Watershed leading to the recovery of Coho, Steelhead and Chinook in the Russian River and wishing him well on the occasion of his retirement.

Executive Summary:

None

Prior Board Actions:

None

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

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



County of Sonoma

State of California

Date: June 17, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizes The Contributions Of Dick Butler To The Russian River Watershed And Its Salmonid Populations

Whereas, the Russian River watershed is home to majestic redwoods, native oak woodlands, pine forests, the Laguna de Santa Rosa, a rich coastal estuary, hundreds of creeks and streams and the endangered Central California Coast Coho salmon and threatened Central California Coastal Chinook salmon and Central California Coast steelhead; and

Whereas, besides their wild beauty, these three species are indicators of the health of the Russian River watershed; and

Whereas, at the turn of the century, Coho salmon teetered on the brink of extinction in the Russian River watershed; and

Whereas, the National Marine Fisheries Service Southwest Region Protected Resources Division, managed by Dick Butler, was a critical partner in creating the Russian River Captive Brood stock Program in 2001, which rescued the few remaining Coho salmon in the Russian River watershed and which now releases more than 200,000 juvenile Coho in local creeks and streams, with the goal of re-establishing Coho in their native habitat; and

Whereas, multiple factors have lead to the decline of Coho, steelhead and Chinook in the watershed and the best chance of recovery for these and other watershed species is partnerships; and

Whereas, Dick Butler, through his excellent communication skills, cooperative approach, kind manner and considerable charm, developed partners with other resource agencies, landowners and local, regional and state agencies; and

Whereas, these partnerships led to the creation of the 2008 Russian River Biological Opinion, a 15-year blueprint for the Sonoma County Water Agency and the U.S. Army Corps of Engineers to create habitat in the Russian River and Dry Creek for Coho and steelhead; and

Whereas, Dick Butler, through his passion and commitment to fish, was instrumental in the development of the Coho Recovery Plan 2012.

Now, Therefore, Be It Resolved, that the Board of Supervisors of the County of Sonoma commends Dick Butler on his contributions to the recovery of Coho, steelhead and Chinook and thanks him for his contributions of the Russian River Watershed and wishes him well on the occasion of his retirement.

Resolution #

Date:

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Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 3
(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: June 17, 2014

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Community Development Commission

Staff Name and Phone Number:

John D. Haig, 565-7508 and
Kirsten Larsen, 565-7526

Supervisorial District(s):

5th

Title: Roseland Village Shopping Center Demolition and Remediation Project

Recommended Actions:

1. Adopt a Resolution of the Board of Commissioners of the Sonoma County Community Development Commission, approving the addition of certain work to the Roseland Village Shopping Center Demolition and Remediation Project, awarding the bid for the project to Jakela, Inc. (\$459,799), and authorizing the Executive Director of Commission to (1) execute the Construction Contract for the Roseland Village Shopping Center Demolition and Remediation Project with Jakela, Inc., (2) approve minor Contract modifications limited to ten percent of total Contract award or \$50,000, whichever is greater, without further Board action, (3) execute an Agreement and Release of Claims, if required, and (4) file a Notice of Determination pursuant to the California Environmental Quality Act.
2. Approve and authorize the Executive Director of the Sonoma County Community Development Commission (Commission) to execute the First Amendment to the Agreement for Professional Services between Successor Agency to the Sonoma County Community Redevelopment Agency and Harris & Lee Environmental Services, LLC to revise the budget for abatement and demolition of the bowling alley building with no change in the total amount of the Agreement.
3. Approve and authorize the Executive Director of Commission to execute the Agreement for Professional Services between Commission and Harris & Lee Environmental Services, LLC to provide up to \$39,113 for oversight of building abatement and demolition for the vacant gas station, warehouse, and grocery store buildings located on the Roseland Village Shopping Center site.

Executive Summary:

On April 8th, 2014, your Board approved plans and specifications for demolition and remediation work at the Roseland Village Shopping Center property, located at 665 Sebastopol Road in the unincorporated southwest Santa Rosa area, and authorized the Executive Director of the Sonoma County Community Development Commission (CDC) to advertise for bids.

The Demolition and Remediation Project

The Project consists of demolition of the former bowling alley building located in Roseland Village

Shopping Center and three additional buildings that were included in the previously approved scope of work as potential alternate add-on tasks: the former grocery store, warehouse, and gas station. The demolition includes abatement and proper disposal of all hazardous materials on or in the buildings and the buildings' foundations, and importing fill to create a level grade. Harris & Lee Environmental Sciences, LLC is under contract to oversee and inspect the demolition work of the bowling alley building under a Professional Services Agreement with the Successor Agency to the former Sonoma County Community Redevelopment Agency. The environmental impacts of the Project were considered in connection with the Sonoma County Board of Supervisor's approval of the Sebastopol Avenue Urban Vision Plan in 2007 and the Board of Supervisor's approval of a Mitigated Negative Declaration for the Urban Vision Plan project. The Urban Vision Plan contemplated an area-specific plan of redevelopment, including the demolition work currently planned, and in which the Roseland Village Shopping Center is located. Demolition of the former bowling alley to remediate contaminated soil beneath the building has already been approved by your Board as part of the prior agreement with Harris & Lee and is now included as part of this construction contract award for the demolition work.

Public Bid

A Notice Inviting Bids for the Roseland Village Shopping Center Demolition and Remediation was issued on April 8, 2014. One mandatory pre-bid site visit was held on April 22, 2014. The bid opening was held on May 12, 2014. The bid included the demolition of the bowling alley as the Base Bid, demolition of the gas station building as Alternate #1, demolition of the warehouse building as Alternate #2, and demolition of the grocery store building as Alternate #3. The basis of award of the bid is the Base Bid only, per the terms of the Notice Inviting Bids and supporting documents, which is in accordance with Public Contract Code Section 20103.8(a).

Five bids were received as follows:

Bidder	Base bid	Alt #1	Alt #2	Alt #3	Total
Jakela, Inc.	\$115,989	\$28,242	\$64,860	\$250,708	\$459,799
Daniel O. Davis, Inc.	\$169,968	\$15,268	\$28,568	\$206,895	\$420,699
A.E. Nelson Construction	\$177,350	\$34,840	\$75,210	\$304,920	\$592,320
WCE, Inc. dba West Coast Environmental	\$215,700	\$32,300	\$76,400	\$490,000	\$814,400
NCM Demolition and Remediation, LP	\$297,800	\$23,500	\$70,000	\$464,800	\$856,100

Bid Results

Base Bids received for the Roseland Village Shopping Center Demolition and Remediation Project range from \$115,989 to \$279,800. Jakela, Inc. submitted a Base Bid of \$115,989, and staff has determined that Jakela, Inc. is the lowest responsive bidder and responsible bidder.

The Bid Budget for the bowling alley demolition project was \$670,000. The bid for the bowling alley came in significantly lower than anticipated at \$115,989. The total bid submitted by Jakela, Inc., including all three alternates, is \$459,799. Because this total project bid amount is less than the

established project base bid budget, and because staff has determined that the Jakela bid represents a reasonable price and good value to the CDC, staff recommends that your Board award the contract, including Alternates 1, 2, and 3, to Jakela, Inc. in the amount of \$459,799.

Project Schedule

Work is scheduled to begin in August 2014 with completion in October 2014.

Funding and Agreements

The cost of performing remediation of the contaminated soil on the site has been approved by the State Department of Finance (DOF) as an enforceable obligation of the Successor Agency. However, use of cash balances held by the Successor Agency for this work is still being disputed by DOF, and those funds are therefore not yet available to pay for this work. The demolition of the three additional buildings is not required to complete the environmental remediation work, and thus has not been deemed an enforceable obligation by DOF. However, the demolition of the three additional buildings is a part of an agreement between the Successor Agency and the County that remains subject to litigation between DOF and the Successor Agency. To enable work to proceed while awaiting resolution of these disputes, funding from the Reinvestment and Revitalization (R&R) account was allocated by your Board as part of the Sonoma County FY 2013-14 Budget. Effective July 1, 2014, DOF is approving use of the Redevelopment Property Tax Trust Fund (RPTTF) for environmental remediation, so R&R funds will now be used only for work related to the three add-alternate buildings not required for environmental clean-up. If the Successor Agency prevails in the pending litigation with DOF, these R&R funds will be reimbursed.

On September 24, 2013, your Board approved and authorized the Executive Director of the CDC, acting on behalf of the Successor Agency, to execute an Agreement for Professional Services with Harris & Lee in the amount of \$1,170,250, to perform environmental remediation, monitoring, testing, and related work for the Roseland Village Project. The Agreement provided up to \$850,000 for estimated demolition and abatement costs, with an 8% maximum for oversight of the demolition work. The attached First Amendment to the Agreement with the Successor Agency reflects the actual bid results for the bowling alley demolition, and revises the Agreement's budget accordingly. The bowling alley demolition will be contracted for \$115,989, with a 10% contingency (\$11,599) for any needed change orders. Harris & Lee's fee for oversight of the Bowling Alley demolition will be 8% of the demolition contract amount, or \$9,279 if there are no change orders, and may increase up to a maximum of \$10,207 if the full contingency reserve is added to the demolition contract. Work under the Successor Agency Agreement will be funded with RPTTF that has been approved by DOF on the Recognized Obligation Payments Schedule for July 1 through December 31, 2014.

If your Board approves inclusion of the three add-alternate buildings in the demolition contract with Jakela, Inc., the CDC will need to enter into a separate Professional Services Agreement with Harris & Lee to include the oversight and inspection work related to the three added buildings, because the existing Agreement between Harris & Lee and the Successor Agency can only include work that is required for the DOF-approved enforceable obligation to complete environmental remediation of the property. The attached Agreement between the CDC and Harris & Lee addresses the added work of demolition oversight for the three add-alternate buildings. This CDC Agreement provides a base amount of \$35,557 and a maximum amount of \$39,113 if the demolition contract's contingency reserve is used for

needed change orders, for Harris & Lee to perform the additional oversight work. This represents a fee equal to 10.3 percent of the demolition contract costs. Work under the CDC Agreement will be funded with R&R funds previously allocated to this project, pending resolution of litigation with DOF.

Effects of Non-Approval

The CDC would be unable to proceed with the demolition and hazardous materials abatement required by the order of the Northern California Regional Water Quality Control Board.

Prior Board Actions:

- 04/08/14 – Approved the Resolution for the Notice Inviting Bids and the plans and specifications for the demolition and remediation for the former bowling alley further authorizing the filing of a Notice of Determination and a Notice of Exemption.
- 09/24/13 – Approved \$1,170,250 Environmental Remediation Contract for the Roseland Village Project.
- 09/24/13 – Approved \$2,690,000 Interagency Agreement between General Services and Commission for the Roseland Village Project.
- 06/10/2013 – (Board of Supervisors) Adopted the FY 2013-14 Budget which includes funds for Reinvestment and Revitalization program.
- 05/14/13 – (Board of Supervisors) Approved the concept of Reinvestment and Revitalization (R & R) funding and of the Roseland Village mixed use project as a priority project
- 01/18/11 –Approved \$6.92 million Public Improvements Agreement for the Roseland Redevelopment Project.
- 07/13/10 –Approved acquisition of the Roseland Village Shopping Center.
- 6/5/07 – (Board of Supervisors) Approved Sebastopol Road Urban Vision Plan

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

Environmental clean-up and demolition of the four deteriorating and dilapidated buildings on Roseland Village property will both enhance the health and safety of residents in the former Roseland Redevelopment Project Area, and help to improve the environmental conditions of the area.

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 559,119		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	RPTTF / R&R Funds	\$ 559,119
Total Expenditure	\$ 559,119	Total Sources	\$ 559,119
Narrative Explanation of Fiscal Impacts (If Required):			
<p>RPTTF will be used to finance the demolition of the bowling alley and the Harris & Lee oversight of that portion of work under the \$1.17M Successor Agency Agreement approved by your Board on 9/24/2013. R&R funds will be used to finance the demolition of the three add-alternate buildings and the Harris & Lee oversight of that portion of work under the \$2.69M Interagency Agreement between General Services Dept and CDC, approved by your Board on 9/24/2013.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
<ol style="list-style-type: none"> Resolution First Amendment to Professional Services Agreement between Successor Agency and Harris & Lee Environmental Services Agreement for Professional Services between Commission and Harris & Lee 			
Related Items "On File" with the Clerk of the Board:			
<ol style="list-style-type: none"> Construction Contract between the Commission and Jakela, Inc. Notice of Determination 2007 Urban Vision Plan 2007 Mitigated Negative Declaration for Urban Vision Plan 			



County of Sonoma
State of California

Date: June 17, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Commissioners Of The Sonoma County Community Development Commission, Approving The Addition Of Certain Work To The Roseland Village Shopping Center Demolition And Remediation Project; Awarding The Bid For The Project To Jakela, Inc. (\$459,799); And Authorizing The Executive Director Of Commission (1) To Execute The Construction Contract For The Roseland Village Shopping Center Demolition And Remediation Project with Jakela, Inc., (2) To Approve Minor Contract Modifications, (3) To Execute An Agreement And Release Of Claims, If Required, And (4) To File A Notice Of Determination Pursuant To The California Environmental Quality Act

Whereas, the County of Sonoma has adopted the Sebastopol Road Urban Vision Plan (“Plan”), which provides land use development proposals and guidelines for properties adjoining Sebastopol Road in the Roseland Area; and

Whereas, the Plan contemplates the development and redevelopment of the area from its current land uses into new uses, including designations of Mixed Use, General Commercial, Medium Density Residential and Public Parks/Plaza, in order to 1) stimulate economic revitalization of the area by providing additional opportunities for a variety of commercial and residential uses, 2) provide more green spaces, 3) facilitate pleasant and safer pedestrian connectivity within and outside the area, including a greener streetscape, 4) help decongest traffic by introducing alternative traffic routes, and 5) provide public spaces for socializing, and a large community gathering space as a town square for special events.

Whereas, the Sonoma County Community Development Commission (“Commission”), as governing body for the Sonoma County Housing Authority, owns property at 665 Sebastopol Road (the “Property”), within the Plan area, which was acquired in order to further the purposes and goals of the Plan; and

Whereas, the Property contains several vacant buildings, which the Plan contemplates will be demolished; and

Whereas, the Sonoma County Board of Supervisors adopted a Mitigated Negative Declaration in connection with its approval of the Plan, in which it evaluated the environmental impacts of the Plan; and

Resolution #

Date:

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Whereas, on April 8, 2014, the Board of Commissioners adopted a resolution approving the demolition of the bowling alley building on the Property, approving plans and specifications for the demolition, which included the demolition of three additional buildings on the Property as alternates; authorizing the advertising for bids; making certain findings; and approving the filing of a Notice of Determination under the California Environmental Quality Act; and

Whereas, the low bid received for the demolition project was for an amount that will allow for the demolition of the three additional buildings on the Property using available funds; and

Whereas, the Board of Commissioners wishes to approve the demolition of the three additional buildings as part of the project, and award the construction contract to the low bidder;

Now, Therefore, Be It Resolved

1. The foregoing recitals are true and correct.
2. The Board authorizes the award of the Roseland Village Shopping Center Demolition and Remediation Project to Jakela, Inc., and authorizes the Executive Director to execute the contract for the Project with Jakela, Inc., to approve minor contract modifications, limited to ten percent (10%) of total contract award or \$50,000, whichever is greater, without further Board action, and to execute an Agreement and Release of Claims, if required, following review by County Counsel.
3. The Board has reviewed and considered the Mitigated Negative Declaration prepared for the Plan, and has considered the facts and the evaluation contained in the staff report presented to this Board. The Board finds and determines that no subsequent Environmental Impact Report or Mitigated Negative Declaration is required under Section 15162 of the California Environmental Quality Act Guidelines; that no Supplemental Environmental Impact Report or Mitigated Negative Declaration is required under Section 15163 of those Guidelines; and that no Addendum to those documents is required under Section 15164 of those Guidelines. Specifically, the Board finds and determines:
 - a. No substantial changes are proposed which will require major revisions of the Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
 - b. No substantial changes have occurred with respect to the circumstances which will require major revisions of the previous Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
 - c. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous Mitigated Negative Declaration was adopted, shows any of the following:
 - i. The project will have one or more significant effects not discussed in the previous Mitigated Negative Declaration; or

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- ii. Significant effects previously examined will be substantially more severe than shown in the previous Mitigated Negative Declaration; or
 - iii. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - iv. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.
4. The Board finds and determines that with the mitigation measures set forth in the Mitigated Negative Declaration, the Project will not have a significant effect on the environment.
5. The Board finds and determines that the mitigation measures specified in the Mitigated Negative Declaration are not applicable to the Project, in that such mitigation measures involve impacts that are not within the jurisdiction of the Commission.
6. The Executive Director is authorized and directed to file a Notice of Determination with the County Clerk.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



Sonoma County Community Development Commission
Sonoma County Housing Authority
1440 Guerneville Road, Santa Rosa, CA 95403-4107

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE SONOMA COUNTY COMMUNITY REDEVELOPMENT AGENCY AND HARRIS & LEE ENVIRONMENTAL SERVICES, LLC

WHEREAS, the Successor Agency to the Sonoma County Community Redevelopment Agency (hereinafter “Successor Agency”), and Harris & Lee Environmental Services, LLC., hereinafter referred to as "Consultant," have previously entered into that certain Agreement for Professional Services associated with providing groundwater monitoring, testing, and reporting, remediation, and related services for environmental clean-up of the property at 665 Sebastopol Road, Santa Rosa, commonly known as “Roseland Village”;

WHEREAS, the parties mutually desire to amend said Agreement to revise Agreement Section 2. Payment, and Exhibit A. Scope of Work & Payment.

NOW, THEREFORE, BE IT RESOLVED that Successor Agency and Consultant, in consideration of their mutual promises herein contained, do agree and covenant to amend that certain Agreement by and between them by amending the Agreement as follows:

Section 2. Payment: shall be revised to append the following:

“From this sum, Consultant shall make payments to Jakela, Inc., the demolition firm under contract with the Sonoma County Community Development Commission as owner of the Roseland Village property, to complete abatement and demolition of the bowling alley building, as provided in Exhibit A.”

Exhibit A – Scope of Work & Payment is modified to read as follows:

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Amendment to be executed by their duly authorized agents this ____ day of _____, 2014.

Consultant:
Harris and Lee Environmental Sciences, LLC

Dated: _____

By: _____
Walter Beach

SUCCESSOR AGENCY TO THE SONOMA
COUNTY COMMUNITY

Dated: _____

By: _____
Kathleen H. Kane

APPROVED AS TO FORM:

Dated: _____

By: _____
County Counsel



Sonoma County Community Development Commission

Sonoma County Housing Authority
1440 Guerneville Road, Santa Rosa, CA 95403-4107

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of June 1, 2014 ("Effective Date") is by and between the Sonoma County Community Development Commission (hereinafter "Commission"), and Harris & Lee Environmental Sciences, LLC, a California corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified and licensed Environmental Consultant, experienced in the preparation of Groundwater Monitoring, Testing, and Reporting and related services; and

WHEREAS, Commission has contracted with Consultant to perform the oversight of the demolition and abatement of the former bowling alley and related services at 665 Sebastopol Rd, Santa Rosa and in the judgment of the Commission, it is necessary and desirable to employ the services of Consultant to provide additional oversight for the three add-alternates buildings, the gas station, the warehouse and the former Albertson's at said property, commonly known as "Roseland Village", APN 125-111-037.

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services.

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

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

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

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

1.4 Assigned Personnel.

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

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid an amount not to exceed \$39,113 on a lump sum basis after completion of the scope of work and deliverables in accordance with Exhibit A. Total payments to Consultant under this contract shall not exceed \$39,113 without the prior written approval of Commission. Consultant shall submit its bills in arrears in a form approved by the Executive Director of the Sonoma County Community Development Commission.

3. Term of Agreement. The term of this Agreement shall be from the effective date to December 31, 2015, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Commission all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to Commission an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

4.5 Authority to Terminate. The Executive Director of the Sonoma County Community Development Commission has the authority to terminate this Agreement on behalf of the Commission.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Commission, and to indemnify, hold harmless, and release Commission, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Commission based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on Commission's part, but to the extent required by law, excluding liability due to Commission's conduct. Commission shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be

unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

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

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

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

9. Representations of Consultant.

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

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Commission and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Commission provides its employees. In the event

Commission exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

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

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

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

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

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

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

9.10 Ownership And Disclosure Of Work Product. Commission shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Commission all such documents, which have not already been provided to Commission in such form or format, as Commission deems appropriate. Commission may retain copies of the above- described documents.

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

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

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

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

TO: COMMISSION: Sonoma County Community Development Commission
Attn: Kathleen H. Kane
Executive Director
1440 Guerneville Road
Santa Rosa, CA 95403-4107

TO: CONSULTANT: Harris & Lee Environmental Sciences, LLC
2508 Saddleback Ct.
Santa Rosa, CA 95401

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

Consultant:
Harris & Lee Environmental Sciences, LLC

Dated: _____

By: _____
Walter Beach

SONOMA COUNTY COMMUNITY
DEVELOPMENT COMMISSION

Dated: _____

By: _____
Kathleen H. Kane

CERTIFICATES OF INSURANCE ON FILE
WITH AND APPROVED AS TO SUBSTANCE
BY THE COMMISSION

Dated: _____

By: _____
Kathleen H. Kane

APPROVED AS TO FORM:

Dated: _____

By: _____
County Counsel

Exhibit A

SCOPE OF WORK & PAYMENT

The Consultant will deliver professional environmental consulting and related services as follows:

Task	Dates	Cost Estimate
<p>1) Oversight of Building Abatement and Demolition of the 3 add-alternates (further described below)</p> <ul style="list-style-type: none"> 1 - Former Gas Station (optional) 2 - Former Warehouse (optional) 3 - Former Grocery Store (optional) 	<p>Completed by 12/31/2014</p>	<p>\$4,000.00 (14% of base bid) \$6,486.00 (10% of base bid) \$25,071.00 (10% of base bid)</p> <hr/> <p>\$35,557 Base amount 3,556 10% contingency \$39,113 Not to exceed</p> <p>Calculated as 10.3% of total Abatement/Demo costs, shown below.</p> <p>Base amount - \$343,810 10% contingency - \$ 34,381 Not to exceed - \$378,191</p>

Oversight of abatement and subsequent demolition of three (3) buildings located on the Subject Property

1. Project management, planning and coordination
2. Meetings/Communications with client, work providers and other parties as needed
3. Initial Project Team meeting
4. Project Plan/Tracking
5. Respond to questions from work providers as necessary
6. Regular Reports to Client for project status
7. Escalation of issues to Client as appropriate
8. Assist in any change-order discussions that occur during project
9. Quality review of work performed including on-site presence during work activities
10. Verify that all Client and regulatory requirements are followed by work providers.
Examples include:
 - a. Sonoma County prevailing wage requirements
 - b. Hazardous material abatement (including; handling, transportation, disposal and documentation)
11. Verify appropriate Occupational and Health and Safety standards are practiced at work-site

12. Collect project documentation
13. Perform final Project Inspection and sign-off
14. Deliver project documentation file to Client

Exhibit B

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

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than 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. Consultant 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. Consultant 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 operations by or on behalf of the Consultant in the performance of this agreement.
- e. The insurance provided to County, et al. additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Coverage:
 - 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. Coverage shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Coverage shall apply to hired and non-owned autos.
- d. Required Evidence of Coverage:
 - i. Certificate of Insurance.

4. Professional Liability Insurance

- a. Minimum Limit: \$1,000,000.
- b. Consultant 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. Consultant 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:
 - i. 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: Roseland Village Demolition and Abatement construction over-sight at 665 Sebastopol Road, Santa Rosa, CA.
- b. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Consultant 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:
 - Sonoma County Community Development Commission
 - Attn: John Haig
 - 1140 Guerneville Rd.
 - Santa Rosa, Ca. 95403

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

7. Policy Obligations

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

8. Material Breach

If Consultant fails to maintain insurance 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 Consultant resulting from said breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Commissioners

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Community Development Commission

Staff Name and Phone Number:

Nick Stewart 565-7901

Supervisorial District(s):

5th

Title: Acceptance of BEGIN loans from the City of Sebastopol

Recommended Actions:

Approve resolution authorizing the Executive Director of the Sonoma County Community Development Commission to execute the *Agreement Regarding Transfer of Building Equity and Growth in Neighborhoods (BEGIN) Loans*, to accept assignment of 54 notes receivable and related affordable housing covenants from the City of Sebastopol, and to execute documents required to assume the State of California Standard and Monitoring Agreements for said BEGIN notes and covenants.

Executive Summary:

The City of Sebastopol obtained funding from the State of California Building Equity and Growth in Neighborhoods (BEGIN) Program to assist the development of two affordable homeownership projects developed by Burbank Housing Development Corporation in 2008 and 2010: Sequoia Village and Hollyhock. Through this program, 54 loans were made to low- and moderate-income households to assist their home purchases. Approval of the attached resolution will authorize the Executive Director of the Sonoma County Community Development Commission (CDC) to execute an Agreement with the City to transfer the loans and the related affordable housing covenants to the CDC, and to execute documents required to assume the State of California Standard and Monitoring Agreements related to the BEGIN Program funding.

The BEGIN Program Standard and Monitoring Agreements between the City of Sebastopol and the California Department of Housing and Community Development (HCD) (on file with Clerk of the Board), which run through 06/03/2030, require annual reporting and obligate the City to perform loan servicing tasks, process loan modifications or subordinations in connection to refinancing requests, and use loan repayments to assist new income-eligible buyers to acquire the homes upon resale. The City has no staff with dedicated expertise in regard to the BEGIN Program, other housing lending functions, and the documentation needed to assist homeowners and buyers. Several such resale transactions have occurred recently, and the City staff relied on substantial assistance from the CDC, which does have staff experienced with BEGIN and similar programs. The CDC also has made CDBG and HOME American

Dream Downpayment Initiative (ADDI) loans to Sequoia Village and Hollyhock buyers, so CDC staff is already involved in processing the refinance, payoff, and new buyer loan transactions for these homes.

Processing these BEGIN transactions, which are important and time-sensitive to owners and buyers, has taxed the resources of City staff. The City of Sebastopol desires to transfer their BEGIN loans and related affordability covenants to the CDC, which has staff with the experience and expertise required to effectively manage the loans and to comply with applicable regulatory restrictions and reporting requirements. CDC staff will be able to leverage existing resources as they perform work related to CDC's 47 CDBG and 47 HOME ADDI loans to the Sequoia Village and Hollyhock property owners, as well as 30 BEGIN loans held by CDC for properties in the Meadowlark subdivision in Forestville. The CDC will also be able to use up to 10% of BEGIN loan repayment proceeds for administrative costs, which is expected to be sufficient to pay staff to complete all required tasks.

The proposed transfer of BEGIN loans and affordability covenants from the City to the CDC must be approved by State HCD to allow the CDC's assumption of the BEGIN Program Standard and Monitoring Agreements numbers 08-BEGIN-5073 and 08-BEGIN-5326 (on file with Clerk of the Board). HCD requires a resolution from your Board affirming local approval for the transfer.

Approval of the attached resolution will authorize the Executive Director of the CDC to execute the attached *Agreement Regarding Transfer of BEGIN Program Loans by and between the City of Sebastopol and the Sonoma County Community Development Commission* which has been approved by the Sebastopol City Council and executed by the City's Mayor, and to execute the documents required by HCD, after review and approval by County Counsel as to form, to assume the State's BEGIN Standard Agreements.

Prior Board Actions:

None.

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

Providing adequate loan servicing and affordability monitoring for the BEGIN loans, and using loan repayments to assist new income-eligible buyers to purchase houses upon resale, will ensure that 54 homes remain affordable and available to lower-income households, which will help to provide for a safe and secure living environment for them.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

BEGIN Program regulations allow the CDC to use BEGIN loan repayment proceeds for program administrative costs in an amount up to 10% of new mortgage loans made. While the total administrative funds to be available for FY 14-15 cannot be calculated until existing loans are repaid and new loans are made, CDC staff expects that the 10% allowance will be sufficient to pay staff to complete all required program tasks. Staff will return to your Board for expenditure authority as funds are received from loan repayments.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Resolution Agreement Regarding Transfer of Building Equity and Growth in Neighborhoods (BEGIN) Loans.

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

BEGIN Program Standard and Monitoring Agreements #08-BEGIN-5073 and 08-BEGIN-5326.



County of Sonoma
State of California

Date: June 17, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Commissioners Of The Sonoma County Community Development Commission, Authorizing The Executive Director Of The Sonoma County Community Development Commission To Execute The *Agreement Regarding Transfer Of Building Equity And Growth In Neighborhoods (BEGIN) Loans* To Accept Assignment Of 54 Notes Receivable And Related Affordable Housing Covenants From The City Of Sebastopol, And To Execute Documents Required To Assume The State Of California Standard Agreements For Said BEGIN Notes And Covenants.

Whereas, the City of Sebastopol (City) obtained funding from the State of California Building Equity and Growth in Neighborhoods (BEGIN) Program to assist the development of two affordable ownership housing projects, Sequoia Village and Hollyhock, and through this program 54 loans (Loans) were made to low- and moderate-income households to assist their home purchases; and

Whereas, continuing BEGIN program compliance is required under standard agreements between the City and the California Department of Housing and Community Development (HCD); and

Whereas, the City has no staff with dedicated expertise in regard to the BEGIN program to process Loan transfers upon the sale of assisted homes, to assist homeowners with refinancing assisted homes, or to monitor and report on compliance to HCD; and

Whereas, the City of Sebastopol desires to transfer said Loans to the Sonoma County Community Development Commission (CDC), which has staff with the experience and expertise required to effectively manage the Loans and comply with applicable regulatory restrictions and reporting requirements; and

Whereas, the CDC has on its own behalf made other loans to Sequoia Village and Hollyhock, so CDC staff is already involved in processing parallel transactions involving BEGIN Loans;

Now, Therefore, Be It Resolved that the Board of Commissioners authorizes the Executive Director of the CDC to execute the "Agreement Regarding Transfer of Building

Resolution #

Date:

Page 2

Equity and Growth in Neighborhoods (BEGIN) Loans by and between the City of Sebastopol and the Sonoma county Community Development Commission,” and to accept assignment of 54 notes receivable and related affordable housing covenants from the City of Sebastopol; and

Be It Further Resolved that the Board of Commissioners authorizes the Executive Director of the CDC to execute any documents required to assume Standard Agreements 08-BEGIN-5326 (Sequoia Village) and 08-BEGIN-5073 (Hollyhock) from the City of Sebastopol, and to accept responsibilities to the California Department of Housing and Community Development under those Standard Agreements, following review and approval of County Counsel as to form.

Commissioners:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

**AGREEMENT REGARDING TRANSFER
OF BEGIN PROGRAM LOANS**

by and between

the CITY OF SEBASTOPOL

and

the SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

This Agreement Regarding Transfer of the City of Sebastopol Building Equity and Growth in Neighborhoods (BEGIN) Program Loans (the "Agreement") is entered into as of this 7th day of May, 2014 (the "Effective Date"), by and between the City of Sebastopol ("City" or "Assignor"), and the Sonoma County Community Development Commission ("Commission" or "Assignee") with reference to the following facts:

RECITALS

A. The City of Sebastopol, ("City"), is the holder of BEGIN Program promissory notes secured by deeds of trust of which the City is beneficiary (the "Loans") specifically identified in Exhibit A to this agreement. The Loans were funded by the City's BEGIN Program to assist eligible low and moderate income first time homebuyers.

B. The City initially applied for BEGIN Program funds in response to the issuance of a Notice of Funding Availability by the California Department of Housing and Community Development (HCD) in 2006 and again in 2008. The BEGIN Program funds were grants to the City, with which the City ultimately made 54 deferred payment, subordinate mortgage down payment assistance loans to qualified low and moderate income First Time Homebuyers within its jurisdiction. HCD required their review and approval of the City's BEGIN Program Guidelines, Reuse Account Plan, and Loan Servicing Plan, and the City was required to enter into a 20 year monitoring agreement as required by HCD's BEGIN Program Guidelines. Annual reporting to HCD of funds in the Reuse Account is required during the 20 year monitoring agreement period. Other BEGIN Program forms must be used in the event that the City originates a new loan from their Reuse Account.

C. The Commission already has its own HCD approved BEGIN Program in place and staff with the necessary expertise and experience to manage the City of Sebastopol's BEGIN Program Loans and comply with all guidelines. City desires to transfer said Loans to Commission, which has the experience and expertise required to effectively manage the Loans and comply with applicable regulatory restrictions, leveraging existing resources as it performs similar work related to properties and loans throughout other areas of the County. Commission is willing to assume responsibility for the Loans, including any obligation and compliance

requirement under the HCD approved Loan Servicing Plan, Reuse Account Plan, BEGIN Loan Program Guidelines, or the 20 year Monitoring Agreement.

D. Assignor and Assignee want to memorialize the transfer of the Loans from the City to Commission, and to ensure that proper documentation of the transfer will be recorded in the Sonoma County official records.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual promises of the parties herein, and other good and valuable consideration, the parties mutually agree as follows:

1. Assignment and Transfer of Loans. Effective _____ (the "Transfer Date"), all right, title, and interest in and to the Loans identified in Exhibit A shall be transferred from the City of Sebastopol and assigned to Commission. The parties agree that Exhibit A is intended to reflect all BEGIN Loans originated by the City, and the parties agree to immediately notify each other upon the discovery of any inaccuracies in Exhibit A and to work cooperatively to correct Exhibit A as necessary.

2. Delivery of Loan Documentation. City shall promptly deliver all original promissory notes, deeds of trust and borrower loan files to Commission.

3. Actions to Effect Assignment and Transfer of Loans. City of Sebastopol and Commission shall take such actions as are reasonably requested by the other party to evidence, document, or effectuate the transfer of the Loans to the Commission. Such actions may include, but are not limited to, the following:

- a. Execution of agreements with HCD securing HCD's consent to the transfer of the Loans.
- b. Execution and recordation of assignments of the deeds of trust securing promissory notes for the Loans.
- d. Assignment and transfer of funds representing loan payments and other BEGIN Program income received by City of Sebastopol on or after the Transfer Date.

4. Assumption by Commission. Following the assignment and transfer of the Loans on the Transfer Date, Commission shall assume and shall timely perform any and all of the City's duties, responsibilities, and obligations associated with the Loans.

5. Representations and Warranties. City hereby represents and warrants as follows:

- a. City has not has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights related to the Loans.
- b. City originated and serviced all of the Loans in compliance with the policies, procedures, conditions, and requirements of the BEGIN Loan program and other relevant federal and state laws and regulations.
- c. To the best of City's knowledge, there are no pending claims or litigation arising out of any of the Loans, and there is no offset, counterclaim, or defense available to any borrower with respect to any promissory note evidencing Loans.
- d. The deeds of trust securing the Loans were properly executed and recorded, and constitute valid liens against the properties securing the Loans.

6. Remedies. Upon discovery by a Commission of a breach of any of the representations and warranties set forth in Section 5 with respect to any Loan, Commission may elect to transfer such Loan back to City, and City shall promptly accept such transfer. In addition, City shall indemnify Commission and hold it harmless against any losses, damages, penalties, fines, forfeitures, reasonable and necessary legal fees and related costs, judgments, and other costs and expenses resulting from the defense of any claim against Commission by a borrower or other third party resulting from a breach of the representations and warranties made by City.

7. Indemnity. In addition to, and without impairing any right of Commission under, Section 6 above, each party to this Agreement (the "Indemnifying Party") agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the "Indemnified Party"), and the Indemnified Party's supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party's breach of any material term of this Agreement, or Indemnifying Party's negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party's breach of any material term of this Agreement, or Indemnified Party's negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party's expense, subject to the Indemnifying Party'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 the parties hereto or their agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8. California Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of California without regard to conflict of law principles.

9. Invalidity. Any provision of the Agreement which is determined by a court to be invalid or unenforceable shall be deemed severed here from, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part hereof.

10. Headings. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR:

City of Sebastopol

By: *Robert Jacob*
Mayor

ASSIGNEE:

Sonoma County Community Development
Commission,

By: _____
Kathleen H. Kane,
Executive Director



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency and South Park County Sanitation District

Board Agenda Date: June 17, 2014

Vote Requirement: 4/5

Department or Agency Name(s): Sonoma County Water Agency and South Park County Sanitation District

Staff Name and Phone Number:

Kevin Campbell 547-1921

Supervisorial District(s):

Fifth

Title: Execution of Easement Agreements and Consent Agreement

Recommended Actions:

Board Action finding and determining that the execution of an Easement Deed from the South Park County Sanitation District to Pacific Gas and Electric Company, an Easement Agreement from the South Park County Sanitation District to Madeline Chavez, and a Consent Agreement between the Sonoma County Water Agency and Madeline Chavez, located at 2111 Whitewood Drive, Santa Rosa, will not adversely affect the Water Agency or the South Park County Sanitation District in any respect, and will not have a significant adverse effect on the environment; and

- a) Determine that payment by the Grantee in the amount of \$1,700 is adequate consideration for the Easement Deed, Easement Agreement, and Consent Agreement; and
- b) Upon such finding, authorize the Chair to execute a consent agreement allowing certain uses within the Sonoma County Water Agency Petaluma Aqueduct Easement, and direct the Clerk of the Board to record the consent agreement; and
- c) Authorize the Chair to execute and record an Easement Deed conveying property rights to the Pacific Gas and Electric Company, and an Easement Agreement, for Driveway and utility improvements upon receipt of a payment from Grantee in the amount of adequate consideration determined by the Board and an Easement by Water Agency staff;
- d) Authorize the General Manager to file Notices of Exemption in accordance with the California Environmental Quality Act.

Executive Summary:

This item is for finding that the execution of an Easement Deed conveying property rights to the Pacific Gas and Electric Company, an Easement Agreement, and a Consent Agreement for access and utility improvements to be located in across, over, and upon District Property in any respect, and will not have a significant adverse effect on the environment; authorizing the Chair to execute a Consent Agreement allowing certain uses within the Sonoma County Water Agency Petaluma Aqueduct Easement, and

authorizing the Chair to execute an Easement Agreement and a perpetual access/utility easement in the form presented to this Board following consultation with County Counsel, and authorizing the General Manager to file Notices of Exemption in accordance with the California Environmental Quality Act.

HISTORY OF ITEM/BACKGROUND:

The South Park County Sanitation District (District) owns certain real property located at 615 Cherrywood Drive, in Santa Rosa (Assessor's Parcel number 037-215-011). The subject District-owned real property (District Property) was granted to the District by that certain Grant Deed recorded May 24, 1962 in Book 1891 of Official Records, Page 712. The District Property was acquired by the District and currently used for the construction and maintenance of sewer pipeline (main).

Madeline Chavez owns certain real property (Assessor's Parcel Number 043-164-051) adjacent to the District Property (Chavez Property).

On May 26, 1993, the District entered into a Revocable License Agreement with Gregory Chavez (Mr. Chavez) in order to permit Mr. Chavez to use District Property, for access to the Chavez Property.

The Sonoma County Water Agency (Water Agency) has received requests from Mr. Chavez for the District to grant easements to allow construction of a proposed access and utility improvements on District Property (APN 037-215-011) that may ultimately facilitate the construction of a single family residence planned to be located upon the Chavez property.

Additionally, the Chavez Property is currently encumbered by an easement granted to the Water Agency, for the construction and maintenance of a portion of the Petaluma Aqueduct (Aqueduct Easement). This easement incorporates a number of restrictions to provide for safety and the reliability of the public water supply system. Staff of the Water Agency discovered that a concrete basketball court has been placed over the top of the Petaluma Aqueduct (within the Aqueduct Easement), without the prior written consent of the Water Agency as specifically required under the terms of the Aqueduct Easement. Water Agency staff has concluded that the basketball court presents an impediment to the Water Agency in the event that access to the aqueduct was ever necessary. Mr. Chavez has agreed to the modification of the basketball court which would allow for access to the aqueduct in the event of an emergency or maintenance need, in exchange for the Water Agency providing written consent for the continued presence of the basketball court in the Aqueduct Easement, subject to terms and conditions of a Consent Agreement between the owner of the property, and the Water Agency. The Consent Agreement is on file with the Clerk of the Board.

The first easement requested by Mr. Chavez from the District would be granted to the Pacific Gas and Electric Company (PG&E) in order for PG&E to install an overhead power line over District Property for an electrical service to be located on the Chavez Property. No poles or other appurtenances associated with the electrical service are to be located in the District Property, and it has been determined that the clearance of the wires proposed is sufficient for the Water Agency and District crews to access the Water Agency's and District's facilities.

The second easement requested by Mr. Chavez from the District would facilitate the construction of driveway and utility improvements/services in, over, across and upon the District property. Water

Agency staff has reviewed the plans for the proposed improvements and concluded that the improvements as shown on the plans prepared by Bedford/Associates Consulting Civil Engineers, dated April 25, 2014, titled "Plan of Easement for Driveway Access, Fire Line, & Overhead Utility Service Purposes, Lands of Chavez Trust, 2111 Whitewood Drive, Santa Rosa, CA 95407, APN 043-164-051, County of Sonoma / South Park Sanitation District / City of Santa Rosa", will not negatively impact the Water Agency's and District's facilities.

Easement Values/Transaction Cost (monetary or other consideration):

Pursuant to the Water Agency Act, the Board may convey any right-of-way or easement to a private entity for adequate consideration after the Board has considered such conveyance at not less than two regularly scheduled Board Meetings. Per the Water Agency Act, the Board can only convey a right-of-way or easement for no consideration to other public agencies.

Water Agency staff recommends that the easements for Ms. Chavez and PG&E be executed in return for \$1,700 and Ms. Chavez's execution of the Consent Agreement relating to the concrete basketball court constructed over the Water Agency's Petaluma Aqueduct. That agreement is reflected in the recommended action. The figure of \$1,700 is less than the amount of compensation that would ordinarily be paid by someone requesting the easements at issue (\$11,700), and reflects the result of communications between County Counsel and Mr. Chavez relating to Mr. Chavez's view that the higher figure was not appropriate.

CEQA:

The General Manager has determined that the Permanent Access/Utility Easement, the Easement Deed, the Consent Agreement, and the Easement Agreement are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15304(f): Minor Alteration to Land, because the use of District Property for access, the installation of the overhead electric utilities, and the consenting of improvements within the Water Agency's Aqueduct Easement, would not result in the removal of any healthy, mature, scenic trees or result in any significant impact on plant or animal habitat. The Sanitation District and Water Agency have prepared Notices of Exemption in accordance with CEQA, the State CEQA Guidelines and the Water Agency's Procedures for the Implementation of CEQA.

General Plan Consistency:

The Permanent Access/Utility Easement, Easement Deed, Consent Agreement, and Easement Agreement also have met all the requirements of Government Code, Section 65402, for General Plan consistency.

Prior Board Actions:

None

Strategic Plan Alignment Goal 4: Civic Services and Engagement

This item supports the County goal of Civic Services and Engagement by helping a member of the community by providing access for a proposed residence.

Water Agency Organizational Goals and Strategies, Goal 3: Increase outreach to community and employees.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,700	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 1,700
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 1,700	Total Sources	\$ 1,700

Narrative Explanation of Fiscal Impacts (If Required):

District will receive the appraised value of \$1,700 from property owner for execution of easement agreements.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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

1. Easement Deed (4 copies)
2. Consent Agreement (4 copies)
3. Permanent Access/Utility Easement (4 copies)
4. District Notice of Exemption
5. Water Agency Notice of Exemption



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Cordel Stillman / 547-1953

Supervisorial District(s):

All Districts

Title: Sonoma Clean Power Authority

Recommended Actions:

Authorize Chair to execute the First Amended Agreement between the Sonoma County Water Agency and the Sonoma Clean Power Authority to provide a more focused scope of work and decrease the amount of revenue provided to the Water Agency from \$25,000 per month to \$100,000 per year, through June 30, 2015.

Executive Summary:

The Sonoma County Water Agency (Water Agency) and the Sonoma Clean Power Authority (Authority) are parties to an agreement that was approved on April 23, 2013. The agreement addresses two subjects: (1) the repayment by the Authority of approximately \$1,718,000 in costs incurred by the Water Agency to investigate the feasibility of implementing the Sonoma Clean Power Program (Program), to create the Authority, and to begin and manage the "Request for Proposals" process for the purchase of electrical power by the Authority for the Program; and (2) the provision by the Water Agency of ongoing services for the Authority. This item addresses only the latter "services" portion of the agreement; the Authority's existing obligation to repay the Water Agency for advanced start-up costs is not affected by the proposed amendment.

HISTORY OF ITEM/BACKGROUND

The existing agreement anticipated an average level of support to the Authority from Water Agency staff of \$25,000 per month. The scope of services in that agreement included project permitting, local resource development planning, and a significant budget for general support, including legislative advocacy, evaluation of renewable energy proposals, engineering support and related work.

At the request of the Authority's CEO, Water Agency staff have agreed to recommend that the agreement be amended to adjust the level of support downward, to provide a specific scope of work, and to invoice for work to be performed in calendar year 2014 in the month following the work, rather than awaiting the beginning of calendar year 2015 to receive payment (as the existing agreement contemplates).

The new scope of work and budget for the period ending June 30, 2015 is:

1. Up to \$50,000 for local resource plan research, project potential analysis, plan drafting, and related services.
2. Up to \$35,000 for as-needed services, including
 - a. support for local renewable project liaison, due diligence and evaluation
 - b. review of Feed In Tariff (FIT) and other program proposals
 - c. other technical support
3. Up to \$10,000 to provide information and general assistance to other jurisdictions exploring Community Choice Aggregation (CCA) implementation.
4. Up to \$5,000 for Legislative research and advocacy.

The amended agreement will allow for a closer coordination of the work performed between Water Agency and Authority staff, and allow the Authority to more closely monitor the costs incurred by the Water Agency.

Prior Board Actions:

04/22/2013: Authorized Water Agency to implement Sonoma Clean Power Authority; Authorized Services and Reimbursement Agreement between Sonoma Clean Power Authority and Water Agency; Term end June 30, 2015.

Strategic Plan Alignment Goal 3: Invest in the Future

The Amended Agreement supports the County’s Greenhouse Gas reduction Goals.

Water Agency Energy Goals and Strategies, Goal 2: Pursue funding and development of renewable energy projects of broad regional benefit to generate revenue, lower county-wide emissions profile, and reduce long term rate exposure risk to consumers.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 0.00		\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 0.00	Total Sources	\$ 0.00

Narrative Explanation of Fiscal Impacts (If Required):

This amendment does not impact FY 13/14. The FY 14/15 budget included the higher contract revenue amount. Associated expense and revenue adjustments will be made during the first quarter consolidated budget adjustment to account for the reduced revenue.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A.

Attachments:

None.

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

Agreement (4 Copies)

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CF/46-0-21 Sonoma Clean Power Authority (Agree for Services and Reimbursement) TW No (ID 4964)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Thomas Hammond 524-1178

Supervisorial District(s):

First and Fourth

Title: Sonoma Booster Station Electrical Upgrade and Pumping Reliability Project

Recommended Actions:

Authorize Chair to execute an agreement with HDR Engineering, Inc., to provide electrical engineering and design services for the Sonoma Booster Station Electrical Upgrade and Pumping Reliability Project for the amount of \$150,000; agreement terminates on June 20, 2016.

Executive Summary:

This item requests approval for the Chair to execute an agreement with HDR Engineering, Inc. (\$150,000 through June 20, 2016) for electrical engineering and design services for the Sonoma Booster Station Electrical Upgrade and Pumping Reliability Project.

HISTORY OF ITEM/BACKGROUND:

The Sonoma Booster Station is located on Montgomery Drive in Santa Rosa, California. The booster pump stations are necessary to increase pressure in the two supply aqueducts that supply water to East Santa Rosa, Oakmont, Valley of the Moon, and the Eldridge Booster Station which supplies Sonoma. The purpose of the Electrical Upgrade and Pumping Reliability Project (Project) is to upgrade the electrical components of the facility, improve pumping reliability, and improve surge protection. The Project is needed because emergency electrical power is not adequate to meet demands, power costs can be reduced by connecting to the grid at a higher voltage, modified surge protection is required to meet site constraints and minimize potential for pipe fracture, and pumping demands require more reliability.

The Water Agency desires engineering and design services for the electrical portion the Project, which consists of a self-contained emergency standby generator sized to power five 250-300 HP motors plus miscellaneous building loads, transfer switch, transformers, outdoor switchboards, existing switchgear evaluations, modifying or replacing Sonoma Booster Station 2 motor control center to provide power to three motors with soft starters, arc flash hazard assessment and load study, and providing electrical and instrumentation modifications as required. The power upgrade must meet Pacific Gas and Electric as

well as Power and Water Resources Pooling Authority design requirements.

SELECTION PROCESS:

On December 19, 2013, Water Agency issued a Request for Qualifications to seven firms.

The four firms listed below submitted Statements of Qualifications:

1. HDR Engineering, Inc., Folsom, CA
2. GHD, Santa Rosa, CA
3. Stantec, Rancho Cordova, CA
4. Summit, Santa Rosa, CA

The following criteria were used to evaluate each firm:

- A. Responsiveness to the work requirements
- B. Professional qualifications and overall performance commitment
- C. Demonstrated ability to perform the work in accordance with good practices common to the industry
- D. Time required
- E. Exceptions to agreement terms
- F. Local Service Provider Preference (5%)

Water Agency staff recommend HDR Engineering, Inc. (Consultant) to perform the work because Consultant was the most responsive to the work requirements. Consultant showed better understanding of the work to be performed and provided a more thorough list of past projects showing experience with the subject work than the other firms.

SERVICES TO BE PREFORMED:

Under the proposed agreement, the Consultant will provide electrical engineering and drafting services, technical specifications preparation, and assistance during bidding and construction for the Project.

The cost of services will not exceed \$150,000; the term end date is June 20, 2016.

Prior Board Actions:

None

Strategic Plan Alignment Goal 3: Invest in the Future

This goal is met by investing in infrastructure.

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

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 150,000	Water Agency Gen Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 150,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 150,000	Total Sources	\$ 150,000

Narrative Explanation of Fiscal Impacts (If Required):

FY 2013/14 appropriation of \$150,000 is from the Pipeline Facilities fund. No additional appropriation is required.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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

Agreement (4 copies)

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CF/60-63-21 HDR Engineering, Inc. (Agree for Engineering and Design Services for Sonoma Booster Station Electrical Upgrade Project) TW 13/14-046 (ID 4928)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Cordel Stillman (707) 547-1953

Supervisorial District(s):

All Districts

Title: Renewable Energy

Recommended Actions:

Authorize Chair to execute an agreement with Rusty Klassen to provide energy-related consulting services for the amount of \$65,000; agreement terminates on July 31, 2015.

Executive Summary:

This item requests approval for the Chair to execute an agreement with Rusty Klassen (\$65,000 through July 31, 2015) for consulting services.

HISTORY OF ITEM/BACKGROUND

In 2005, the Board authorized the General Manager to finalize an Energy Policy for the Water Agency which established guidelines for Water Agency employees in the purchase of materials, design and construction of projects, and the operation and maintenance of Water Agency facilities. The policy was updated in 2011 to include the goal of Carbon Free Water by 2015, projects of regional benefit, and to update Water Agency energy and climate change activities.

On March 22, 2011, the Water Agency's Board of Directors approved the updated Water Agency Energy Policy and Energy Initiatives, and directed the General Manager to implement the Energy Policy. The Water Agency requires the assistance of consultants in implementing various parts of the policy.

SELECTION PROCESS

Consultant was selected to provide energy-related consulting services because of relationships with the National Labs, academia, government officials, and businesses that Consultant has developed on behalf of the Water Agency through third party contracts. These relationships are unique and it is beneficial to the Water Agency to maintain them through Consultant rather than seeking another consultant through a competitive selection process.

SERVICES TO BE PERFORMED

Under the proposed agreement, the Consultant will provide services related to the following renewable energy, efficiency, and regulatory projects or programs:

1. Geo-Thermal Energy: Investigation of low temperature geo-thermal resources (and related grant funding) in Sonoma County; may also tie into the Water Agency’s investigations of ground water resources.
2. Renewable Energy Project Financing investigation and development.
3. Sonoma County Efficiency Financing development and document review.
4. Pay As You Save: Identification of potential candidates for the expansion of this efficiency financing mechanism.
5. Water-Energy Nexus: Monitoring and advice related to activities at the California Public Utilities Commission and California Energy Commission involving the water-energy nexus.

The cost of services will not exceed \$65,000; the term end date is July 31, 2015.

Prior Board Actions:

07/30/2013: Approved amended agreement between Water Agency and Rusty Klassen for consulting services in support of the Energy Policy. New total cost \$185,000; term end 07/31/ 2014.

03/22/2011: Approved the updated Water Agency Energy Policy and Energy Initiatives, and directed the General Manager to implement the Energy Policy.

03/22/2011: Approved agreement between Water Agency and Rusty Klassen for consulting services in support of the Energy Policy. Cost \$100,000; term end 06/30/2013.

Strategic Plan Alignment Goal 3: Invest in the Future

Consultant will be assisting in the identification of grant money and financing strategies and the promotion of energy efficiency.

Water Agency Energy Goals and Strategies, Goal 2: Pursue funding and development of renewable energy projects of broad regional benefit to generate revenue, lower county-wide emissions profile, and reduce long term rate exposure risk to consumers.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 0.00	Total Sources	\$ 0.00

Narrative Explanation of Fiscal Impacts (If Required):

FY 2014/2015 appropriation of \$65,000 is from the sustainability fund.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

None.

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

Agreement (4 copies).

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CF/10-0-21 Klassen, Rusty (Agree to Support Development of Renewable Energy, Efficiency, and Regulatory Programs) TW 13/14-142 (ID 5047)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Todd Schram / 524-1173

Supervisorial District(s):

Districts 4 & 5

Title: Water Supply Agreements Renewals and Short-term Extensions

Recommended Actions:

- a) Authorize the General Manager to execute a 10-year renewal agreement to the Water Agency's water supply agreement with the Windsor Water District and the Town of Windsor.
- b) Authorize the General Manager to approve and execute extensions of up to one year to the Water Agency's water supply agreements with Camp Meeker Recreation and Park District, City of Healdsburg, and Marin Municipal Water District.

Executive Summary:

This item would authorize the General Manager to execute a 10-year renewal agreement to the Sonoma County Water Agency's water supply agreement with the Windsor Water District and the Town of Windsor and approve an extension of up to one year, to the Water Agency's existing water supply agreements with Camp Meeker Recreation and Park District, City of Healdsburg, and Marin Municipal Water District, upon written request. The agreements currently expire on June 30, 2014.

HISTORY OF ITEM/BACKGROUND:

The Sonoma County Water Agency (Water Agency) has water supply agreements that expire on June 30, 2014 with five public entities. Four of these entities expressed interest in at least short-term extensions to their agreements, and discussions with many of them regarding the terms of the extensions are ongoing. Drought-related activities have taken priority and the parties have not been able to complete all negotiations for the renewal agreements.

The maximum amounts of water available to the four entities are: Camp Meeker Recreation and Park District (up to 90 acre-feet per annum (afa)), the City of Healdsburg (4,440 afa), the Windsor Water District (4,725 afa) and the Marin Municipal Water District (two agreements for a total of up to 14,300 afa). The Russian River County Water District, which has a current agreement for 300 afa, has notified the Water Agency it is not interested in a renewal agreement since the District acquired an additional water right in 1999.

All of the agreements contain terms requiring renewals for terms of up to 40 years at the request of the entities, but provide some opportunity for changes to the terms of the agreements. Additionally, the 2006 Restructured Agreement for Water Supply requires the Water Agency to seek specific new provisions and charges in renewed agreements, listed in Attachment 1. The current agreements with Camp Meeker and Healdsburg require payments of \$1 per year and allow these entities to make diversions under the Water Agency's water rights when their own water rights do not authorize diversions. Camp Meeker and Healdsburg do not take any water from the Water Agency's transmission system. The Town of Windsor, a party to the 2006 Restructured Agreement, pays the same non-transmission-system-delivery-related charges as other water contractors for all water taken, whether from the transmission system or directly from the Russian River. Marin Municipal Water District (MMWD) pays a rate equivalent to the highest rate charged any party to the Restructured Agreement (for some deliveries), or pays the per-acre-foot Operation and Maintenance Charge paid by the parties to the Restructured Agreement plus a per-acre-foot capital charge of \$96 (for other deliveries). In addition, MMWD also pays on all deliveries a Russian River Projects Charge and a Russian River Conservation Charge, in lieu of the property taxes paid by water contractors serving Sonoma County residents.

Windsor - 10-Year Renewal Agreement

Water Agency and Windsor Water District (Windsor) staff have negotiated a 10-year renewal agreement on substantially the same terms as the existing agreement. Based on the Water Agency's 2010 Urban Water Management Plan, Water Agency staff determined that the Water Agency's water supply is sufficient to continue to supply Windsor up to 4,725 afa. The renewal agreement contains a right of renewal at the end of the 10 years. Windsor will continue to pay all charges provided for in the 2006 Restructured Agreement. Water Agency staff recommend that the Board authorize the General Manager to execute the renewal agreement, in substantially the form on file with the Clerk. Windsor staff will be recommending approval of the renewal agreement at the Town Council meeting on June 18, 2014.

Because future levels of diversions and use of water by Windsor under the renewal agreement will not be significantly different from present levels of diversion and use, approval of the renewal agreement is exempt from the California Environmental Quality Act.

Camp Meeker, Healdsburg, MMWD - Short-term Extension

Water Agency staff and counsel have provided MMWD representatives with a proposed amended agreement and detailed discussions are ongoing. Negotiations with Camp Meeker have been initiated and are ongoing regarding new and revised terms. Healdsburg recently expressed an interest in extending its agreement on a short-term basis only not to exceed one year, when approval of their pending water right application is expected. After acquiring their new water right, Healdsburg stated that it would not be interested in seeking a long-term agreement.

Although negotiations for some of these renewal agreements might be completed before the agreements expire on June 30, it may not be possible to complete the negotiations, draft new agreements acceptable to all parties, and obtain Board approval for all agreements before that date. For this reason, the General Manager requests the authority to approve and execute extensions of one

or more of these agreements for periods of up to one year, in substantially the form on file with the Clerk. The General Manager may grant extensions if he determines that counter-party is negotiating reasonably and in good faith, and that the extension will ultimately lead to an agreement that the General Manager can recommend to the Board for approval.

Prior Board Actions:

- 12/9/2008 1) Approved and authorized Chairman to execute Amendment No. 2 to Agreement for the Sale of Water between the Sonoma County Water Agency and the Camp Meeker Recreation and Park District; 2) Resolution No. 08-0992 authorizing General Manager/Chief Engineer to file Notice of Exemption for Amendment No. 2 to Agreement for the Sale of Water between the Sonoma County Water Agency and the Camp Meeker Recreation and Park District.
- 1/9/1996 Resolution No. 96-0048 authorizing Chair to execute Supplemental Water Supply Agreement between the Marin Municipal Water District and Sonoma County Water Agency.
- 6/18/1990 Board Action to authorize General Manager of Sonoma County Water Agency to negotiate water supply agreements with Windsor Water District and other public water suppliers to divert Russian River water under Water Agency's water right permits.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

County Goal 2: Economic and Environmental Stewardship -- Provide access to Water Agency water supply to Russian River communities.

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

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

The renewal and short-term extensions of these water supply agreements will have no fiscal impact, except for the administrative costs of drafting and processing the extensions.

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:

Attachment 1 - Requirements for Water Supply Agreements from 2006 Restructured Agreement for Water Supply; Attachment 2 - Extension of Agreement for the Sale of Water between the Sonoma County Water Agency and [Entity]

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

1) Agreement for the Sale of Water Between the Sonoma County Water Agency and the Camp Meeker Parks and Recreation District, July 9, 1996; 2) Agreement for the Sale of Water Between the Sonoma County Water Agency and the City of Healdsburg, November 17, 1992; 3) Agreement for the Sale of Water Between the Sonoma County Water Agency and the Windsor Water District, January 8, 1991; 4) Amended Version of Agreement for the Sale of Water Between the Sonoma County Water Agency and the Windsor Water District per Changes Specified in 2006 Restructured Agreement for Water Supply; 5) Supplemental Water Supply Agreement, January 25, 1996 (Marin Municipal Water District); 6) 2006 Restructured Agreement for Water Supply.

RW\\FILESERVER\\DATA\\CL\\AGENDA\\AGREES\\06-17-2014 WA WATER SUPPLY AGREEMENTS RENEWALS_SUMM.DOCM

CF/49-5.1-7 WINDSOR WATER DISTRICT.. (ID 1427); CF/49-5.1-7 CAMP MEEKER RECREATION & PARK DISTRICT ..(ID 1424); CF/49-4.1-7 HEALDSBURG, CITY OF .. (ID 1408); CF/60-2-7 NON-PRIME WATER SERVICE AGREE (MARIN MUNICIPAL WATER DISTRICT) (ID 1576)

**Requirements for Water Supply Agreements
from 2006 Restructured Agreement for Water Supply**

With respect to Camp Meeker and Healdsburg, the Restructured Agreement requires that the Water Agency use its best efforts to:

1. encourage, and where and when possible, require said customers to sign the “MOU” maintained by the CUWCC and implement the “BMPs” of water conservation as are promulgated by CUWCC from time to time. (Section 1.12 c)
2. obtain agreement to pay for a portion of the costs of evaluating the benefits of the Potter Valley Project, which evaluation is an authorized expenditure from the Watershed Planning and Restoration Sub-Charge, and participate in implementing actions to avoid the need to acquire the PVP. (Section 2.4 b)
3. incorporate [the Restructured Agreement’s] liquidated damages provision into its agreements . . . , and impose liquidated damages. (Section 3.5 e)
4. amend its existing contracts to require that Russian River Customers pay the Watershed Planning and Restoration Sub-Charge or fund projects at a level equivalent to that funded by the Water Agency under the agreement. (4.14 e)
5. amend its existing contracts to require that these customers pay the Operations and Maintenance Charge- Recycled Water and Local Supply. (4.15)
6. amend its existing contracts to require these customers to fund or implement water conservation projects at a level equivalent to that funded by the Water Agency under the Restructured Agreement. (4.16)

With Respect to Marin Municipal Water District, the Restructured Agreement requires that the Water Agency “use its best effort to incorporate . . . [the Restructured Agreement’s] liquidated damages provision into its agreements . . . and . . . impose liquidated damages. . .” (Section 3.5 e). In addition, the Water Advisory Committee must approve amendments to the Marin contracts (RA Sections 3.5 (a)(3)(i) and 3.12).

**EXTENSION OF AGREEMENT FOR THE SALE OF WATER
BETWEEN THE SONOMA COUNTY WATER AGENCY
AND [ENTITY]**

RECITALS

- A. On [date], the Sonoma County Water Agency and the [entity] (collectively, the “Parties”) entered into an Agreement for the Sale of Water (“Agreement”).
- B. The term of the Agreement is scheduled to expire on June 30, 2014.
- C. The Parties wish to extend the term of the Agreement for one year, up to and including June 30, 2015.

NOW THEREFORE, in consideration of these recitals and the mutual promises made herein, the Parties agree as follows:

- 1. The term of the Agreement shall be extended and the termination date shall be June 30, 2015.
- 2. All other terms and conditions of the Agreement are unchanged by this extension, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Extension to the Agreement, which shall become effective on the date and year last written below.

[signatures on following page]

SONOMA COUNTY WATER AGENCY

Attachment 2

By: _____ Date: _____

Attest: _____

[Name of Entity]

By: _____ Date: _____

Attest: _____

APPROVED AS TO FORM:

By: _____ Date: _____
_____, Attorney for Sonoma County Water Agency

By: _____ Date: _____
[name], Attorney for [entity]



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 of Sonoma County

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Joanne Tunzi (707) 565-3210

Supervisorial District(s):

All

Title: ACTTC Simpler Systems Professional Services Agreement

Recommended Actions:

Authorize the Chair to execute a five year contract with Simpler Systems, Inc. for financial data reporting and maintenance services for the term of July 1, 2014 – June 30, 2019, for a total amount not to exceed \$128,400.

Executive Summary:

The County's current financial management system, the mainframe-based FAMIS, handles many tens of thousands of transactions per year. Due to the difficulty of querying data held within the FAMIS mainframe, the County has been licensing Simpler Systems' EZ-FAMIS tool for web-based data querying/reporting for several years. Although the new Enterprise Financial System will include its own reporting tools, the FAMIS data generated through the end of Fiscal Year 2013-14 must be maintained and remain accessible for its record retention life.

Because of these needs, the Auditor-Controller-Treasurer-Tax Collector's Office (ACTTC) is asking the Board to authorize a new contract with Simpler Systems to secure the following services:

- data maintenance for the life of the contract;
- access to EZ-FAMIS's reporting tools; and
- custom software development if needed.

Simpler Systems' extensive experience with the County and County personnel's current understanding and knowledge of the EZ-FAMIS interface indicate that the County should authorize this contract outside the competitive process in order to maintain the continuity and accessibility of historical financial data.

The ACTTC is seeking to enter into a five-year contract with Simpler Systems for ongoing use of the EZ-FAMIS software for a total, not-to-exceed maximum price of \$128,400. This price represents an annual cost that is 20% lower than the current licensing fees paid to Simpler Systems because the County will not be adding new financial data to the system after the final entries from Fiscal Year 2013-14 are

uploaded.

Service	Cost
FY 14-15 License & Hosting	\$25,000
FY 15-16 License & Hosting	\$24,000
FY 16-17 License & Hosting	\$24,000
FY 17-18 License & Hosting	\$24,000
FY 18-19 License & Hosting	\$24,000
Software Development Services	\$7,400
Total Price	\$128,400

Recommended Actions

The ACTTC requests that the Chair execute a five year contract with Simpler Systems, Inc. for financial data reporting and maintenance services for the term of July 1, 2014 – June 30, 2019, for a total amount not to exceed \$128,400.

Prior Board Actions:

None

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

It is the County's responsibility to safeguard its financial assets, and ensuring proper record keeping and access to important auditable information is one facet of that responsibility.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

There will be no impact on Fiscal Year 2013-14. The ACTTC has current appropriations to pay for Simpler Systems' licensing fees; this contract will not increase the cost of those ongoing fees.

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



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 10, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Susan Gorin, 565-2241

Supervisorial District(s):

First.

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

Recommended Actions:

Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotions activities for FY 13/14: Sonoma Valley Chamber of Commerce, \$500; Sonoma Ecology Center, \$5,000; and Sonoma Valley Jazz Society, \$500.

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 recommend the following FY 13/14 advertising grant award:

- 1.) Sonoma Valley Chamber of Commerce, for advertising and promotions activities; grant award \$500.
- 2.) Sonoma Ecology Center, for advertising and promotions of parks activities; grant award \$5,000.
- 3.) Sonoma Valley Jazz Society, for advertising and promotions of various musical events; grant award \$500.

Funds will be distributed upon approval of these awards by Board and execution of Advertising grant agreement contract with the entity. The contracts will be executed by the County Administrator. The contracts 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:

9/17/13, 10/15/13, 1/7/14, 2/11/14, 6/10/14 – Awarded FY 13/14 Category E grants.

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	\$ 6,000	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 6,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 6,000	Total Sources	\$ 6,000
Narrative Explanation of Fiscal Impacts (If Required):			
Funds are included in the FY 13/14 budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A.			
Attachments:			
FY 13/14 Grant Award Agreement Template			
Related Items "On File" with the Clerk of the Board:			
None.			

A G R E E M E N T

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

W I T N E S S E T H:

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 \$XXXX (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:

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.

Additionally, any Advertising conducted utilizing funds provided under this agreement must identify the "County of Sonoma – Board of Supervisors" as a sponsor. ADVERTISER may also include the Sonoma County seal logo on materials, although the seal may not replace the language noted in this section.

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

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

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

COUNTY OF SONOMA

DATE: _____

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

ATTEST: _____
Clerk of the Board of Supervisors

DATE: _____

By _____
ENTITY



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Shirlee Zane, 565-2241

Supervisorial District(s):

Third.

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

Recommended Actions:

Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotions activities for FY 13/14: Social Advocates for Youth, \$1,000; Hispanic Chamber of Commerce Sonoma County, \$1000; Conservation Action Fund for Education, \$602.

Executive Summary:

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

- 1.) Social Advocates for Youth, for advertising and promotion efforts related to the youth employment and education program, Sunflower Community Garden, teen shelter and other resources; grant award \$1,000.
- 2.) Hispanic Chamber of Commerce Sonoma County, for advertising efforts related to the 26th Hispanic Chamber College Scholarship Gala to honor academic accomplishments for the youth in Sonoma County; grant award \$1000.
- 3.) Conservation Action Fund for Education, for advertising efforts related to the Wild and Scenic Film Festival; grant award \$602.

Funds will be distributed upon approval of these awards by Board and execution of Advertising grant agreement contract with the entities. The contracts will be executed by the County Administrator. The contracts 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:			
8/20/13, 9/10/13, 10/5/13, 12/10/13, and 1/28/14, 6/10/14 – Awarded FY 13/14 Category E grants.			
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	\$ 2,602	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 2,602
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 2,602	Total Sources	\$ 2,602
Narrative Explanation of Fiscal Impacts (If Required):			
Funds are included in the FY 13/14 budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A.			
Attachments:			
FY 13/14 Grant Award Agreement Template			
Related Items "On File" with the Clerk of the Board:			
None.			

A G R E E M E N T

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

W I T N E S S E T H:

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 \$XXXX (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:

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.

Additionally, any Advertising conducted utilizing funds provided under this agreement must identify the "County of Sonoma – Board of Supervisors" as a sponsor. ADVERTISER may also include the Sonoma County seal logo on materials, although the seal may not replace the language noted in this section.

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

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

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

COUNTY OF SONOMA

DATE: _____

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

ATTEST: _____
Clerk of the Board of Supervisors

DATE: _____

By _____
ENTITY



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Mike McGuire, 565-2241

Supervisorial District(s):

Fourth.

Title: Disbursement of FY 13/14 Fourth 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: Town of Windsor, \$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 Fourth District has reviewed applications and wishes to recommend the following FY 13/14 advertising grant award:

- 1.) Town of Windsor, for advertising and promotions of the Summer Nights on the Green events; grant award \$1,000.

Funds will be distributed upon approval of these awards by Board and execution of Advertising grant agreement contract with the entity. The contracts will be executed by the County Administrator. The contracts 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:

7/30/13, 9/10/13, 10/8/13, 12/3/13, 6/10/14 - Awarded FY 13/14 Category E grants.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):
 Funds are included in the FY 13/14 budget.

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

Narrative Explanation of Staffing Impacts (If Required):
 N/A.

Attachments:
 FY 13/14 Grant Award Agreement Template.

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

A G R E E M E N T

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

W I T N E S S E T H:

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 \$XXXX (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:

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.

Additionally, any Advertising conducted utilizing funds provided under this agreement must identify the "County of Sonoma – Board of Supervisors" as a sponsor. ADVERTISER may also include the Sonoma County seal logo on materials, although the seal may not replace the language noted in this section.

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

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

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

COUNTY OF SONOMA

DATE: _____

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

ATTEST: _____
Clerk of the Board of Supervisors

DATE: _____

By _____
ENTITY



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 10, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Efren Carrillo 565-2241

Supervisorial District(s):

Fifth

Title: Letter of Support

Recommended Actions:

Approve a request for the Board of Supervisors to send a letter to National Oceanic and Atmospheric Administration (NOAA) in support of the expansion of the Cordell Bank and Gulf of the Farallones National Marine Sanctuaries, in support of continued public outreach through the Sanctuary Advisory Councils to consider any further revisions to management regulations affecting the Sanctuary. (Fifth District)

Executive Summary:

The Board of Supervisors has consistently supported efforts to protect our coastline and has previously written in support of the expansion of the Cordell Bank and Gulf of Farallones National Marine Sanctuary boundaries. In addition, the County's legislative platform contains multiple issues related to water, habitat, and species protection.

Through June 30, 2014, the National Oceanic and Atmospheric Administration (NOAA) is accepting public comment on the Draft Environmental Impact Statement for the expansion of the Cordell Bank and Gulf of Farallones National Marine Sanctuary boundaries. If approved, this will add protection to 2771 square miles of offshore ocean waters and the submerged lands under water off the Sonoma and Mendocino coast. While expansion of the Sanctuary boundaries is consistent with prior Board action and with the County's legislative platform, the NOAA proposal includes several regulations changes.

Any regulation changes should be informed by a strong public input process, particular in the case of environmentally sensitive areas, such as a Marine Sanctuary. In this case, further consideration of regulation changes should involve local governments, public agencies, stakeholders and community members prior to any significant change in the management regulations of the expanded boundaries. It is requested that the Board authorize the Chair to send a letter to NOAA representing this as the County's official position. The Draft Environmental Impact Statement from NOAA is on-file with the

Clerk.			
Prior Board Actions:			
Support of Sanctuary expansion, January 15, 2013			
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	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (If Required):			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Related Items "On File" with the Clerk of the Board:			
Draft Environmental Impact Statement from NOAA			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

Department or Agency Name(s): County Administrator

Staff Name and Phone Number:

Chris Thomas 565-2431

Supervisorial District(s):

Two and Three

Title: Graton Mitigation Fund Payments

Recommended Actions:

Approve distribution of \$317,194 of Graton Mitigation Fund Payments received from the State to Public Agencies under the Intergovernmental Mitigation Agreement with the Federated Indians of the Graton Rancheria.

Executive Summary:

This item requests authority to distribute some of the first quarterly payments, when received, and future payments as they are received in future quarters, from the California Gambling Control Commission which administers the Graton Mitigation Fund under the compact with the Federated Indians of the Graton Rancheria (Tribe). A portion of these payments are further designated for certain agencies providing public safety services per the Intergovernmental Mitigation Agreement between the Tribe and the County approved in October 2012. Where the specific amounts for particular agencies were not predetermined, staff met with affected agencies and developed a recommended allocation for the FY 14-15 year and request Board approval to follow this allocation for these agencies as well as to make the pre-designated payments as soon as the monies are received. The total amount of payments authorized by this action is \$317,194.25.

Background

The Federated Indians of the Graton Rancheria operate a casino development located between Wilfred Avenue, Business Park Drive, and Labath and Langner Avenues in the unincorporated county adjacent to the City of Rohnert Park. Pursuant to the terms of the compact between the state and the tribe which provides for gaming in this development, the tribe and the County negotiated an agreement to mitigate the environmental impacts associated with this project to be funded by the revenues generated by the project. Under the compact, the State Gambling Control Commission, administers the Graton Mitigation Fund which receives the revenues, and makes quarterly payments in accordance with agreements

between the Tribe and affected local governments.

The Intergovernmental Mitigation Agreement with the Tribe, approved by the Board of Supervisors in October of 2012, contains provisions for recurring mitigation payments to the County for law enforcement and fire and emergency services, among other things, and a portion of these payments are identified to be paid to the cities of Cotati, Petaluma, Santa Rosa, and Sebastopol annually to mitigate impacts from the development on crime in these cities. These payments begin at \$12,808, \$102,591, \$286,923, and \$14,596 respectively, and are adjusted each year consistent with the Consumer Price Index (CPI).

Another portion of these payments (starting at \$1 million and adjusted by CPI thereafter annually) are designated to be distributed to the Sonoma County Central Fire Authority, the Rancho Adobe Fire Protection District, the City of Rohnert Park, and County Fire Services to mitigate impacts from the development on fire and emergency services. The allocated share of this portion of the payments between the different agencies is at the discretion of the Board of Supervisors.

A final portion of the payments is identified for The Redwood Empire Dispatch Communications Authority (REDCOM). While the annual amount to mitigate impacts on REDCOM was not specified in the agreement, and therefore subject to Board of Supervisors approval, the parties understood that the annual amount of mitigation payments in this section of the agreement was sufficient to provide \$200,000 to REDCOM annually and adjust thereafter by CPI.

This item requests Board approval to make the first quarterly payment to the agencies above totaling \$317,194 after the first quarter payment is received from the Gambling Control Commission. The Commission met on June 12, 2014 and approved distribution of \$1.4 million to the County for the first quarter. The payment is expected before June 30, 2014. The remaining approximately \$900,000 of the first quarterly payment from the Gambling Control Commission goes to the County to mitigate impacts directly borne by the County. Staff will return at a later date with a report and recommendations on the use of those funds. This action just facilitates making payments to those other agencies which receive these funds through our agreement with the Tribe.

Since the allocation of payments between the four fire agencies is at the discretion of the Board, staff met with representatives of these agencies to develop an initial recommendation for the first fiscal year. The totals for this initial minimum allocation for the first fiscal year are as follows:

- Sonoma County Central Fire Authority – \$334,459 for property tax loss, equipment, dispatch costs repairs
- Rancho Adobe Fire Protection District – \$297,400 for station staffing and repairs and communications
- County Fire Services -- \$20,000 for unreimbursed hazmat response and administration

With the remainder to be held until a further recommendation can be made on additional incident supervision support in the area and on prudent reserves.

It is staff's understanding that while the city amounts do not require further agreements to be paid agreements with the other agencies will be necessary. With Board approval today, staff will develop the necessary agreements with the other agencies to implement these allocations and return to the Board for final approval of these agreements. Since the full pre-opening fire mitigation payments were not distributed earlier this year, there are enough appropriations in the FY 13-14 budget to make these first payments without need to adjust the FY 13-14 budget. Budgetary adjustments for distributions for the future quarterly payments will be included in the consolidated budget adjustments for FY 14-15.

Prior Board Actions:

Approved the Intergovernmental Mitigation Agreement – October 2012

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

This facilitates implementation of mitigation for the health and safety impacts of the casino by providing funding and coordination for additional public safety resources for fire and emergency medical services.

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 317,194		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 317,194
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

The FY 13-14 budget was developed without knowing exactly when casino operations and recurring mitigation payments would begin thus did not include any appropriations for these payments to others. There are sufficient appropriations available in the Tribal Development Impact Mitigation Fund and in the Fire and Emergency Services Department budget to make these payments.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

No staffing changes

Attachments:
Public Agency Payments Through the Intergovernmental Agreement
Related Items "On File" with the Clerk of the Board:

Public Agency Payments through the Intergovernmental Mitigation Agreement

	<u>First Quarter</u>	<u>Annual Amount</u>
Public Safety Fire		
Central Fire	\$ 83,614.75	\$ 334,459.00
Rancho Adobe Fire	\$ 74,350.00	\$ 297,400.00
County Fire Services	\$ 5,000.00	\$ 20,000.00
Cities		
Cotati	\$ 3,202.00	\$ 12,808.00
Petaluma	\$ 25,647.75	\$ 102,591.00
Santa Rosa	\$ 71,730.75	\$ 286,923.00
Sebastopol	\$ 3,649.00	\$ 14,596.00
REDCOM	\$ 50,000.00	\$ 200,000.00
Total	\$ 317,194.25	\$ 1,268,777.00



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

Department or Agency Name(s): County Clerk-Recorder-Assessor

Staff Name and Phone Number:

William Rousseau – (707) 565-1876

Supervisorial District(s):

Title: Contract for Economic and Financial Analysis

Recommended Actions:

Authorize the County Clerk-Recorder-Assessor to execute an agreement with J. Bruce Reading for geothermal economic and financial analysis services for the period of July 1, 2014, through June 30, 2017, in an amount not to exceed \$27,000 annually.

Executive Summary:

The valuation of geothermal energy production property and equipment requires a unique combination of experience, knowledge and skills. This includes appraising geothermal steam field reserves, steam gathering systems, injection and production wells, and power plants, and knowledge of electricity pricing and geothermal energy economics. Energy producing steam fields exist in only a dozen or so areas in the state. Because of this, there are few individuals with the requisite appraisal, economic, and geologic expertise to value such properties.

Sonoma County has one of the largest geothermal energy production operations in the state. Appraisal and valuation of all known properties and new construction must be completed every year. Due to the specialized requirements, the Assessor Division does not have in-house staff with sufficient expertise in the areas of economics and geothermal appraisal to review the reasonableness of geothermal appraisal parameters and develop capitalization rates and cash flows. Mr. Reading performed these duties while he was employed by the Assessor's Office, and has also taught Economics at Santa Rosa Junior College, making him uniquely qualified in these areas.

The Assessor has contracted with Mr. Reading to provide economic and financial analysis for complex geothermal appeals since 1991. He is an expert in the valuation of geothermal steam field reserves, steam gathering systems, injection and production wells, power plants, electricity pricing and geothermal energy economics. In addition, Mr. Reading has over twenty (20) years as a property tax appraiser in the Sonoma County Assessor's Office, which has given him extensive knowledge of California property tax practices and procedures as well as property tax law as it relates to resource

properties.

The proposed contract services include comprehensive reviews of all appraisals performed by Harold Bertholf & Associates, the Assessor’s outside geothermal consultant. Mr. Reading reviews the calculations and assumptions for fairness and accuracy, reducing the potential for assessment appeals. Over the last ten years, 181 assessment appeals have been filed by Geysers Power Company/Calpine. These appeals have put over \$4.45 billion in assessed value at risk, an average of \$445 million per year. The total amount of tax dollars at risk during this time period was \$46.8 million. Mr. Reading has been instrumental in resolving all of the 181 assessment appeals.

The proposed agreement would allow Mr. Reading to continue to provide in-house training, economic and financial analysis services, and assessment appeals support with respect to complex geothermal properties located in Sonoma County for the next three years. Due to his unique qualifications and prior unsuccessful efforts to locate another individual to perform these services, the Purchasing Division has approved a single source waiver in lieu of completing a Request for Proposals.

Prior Board Actions:

Board approved agreement with J. Bruce Reading on 6/26/12 for FY 12/13 and 13/14; 8/17/10 for FY 10/11 and FY 11/12; 7/14/09 for FY 09/10; 6/24/08 for FY 08/09; 6/19/07 for FY 07/08; 6/6/06 for FY 06/07; and, on 1/9/07 to amend FY 06/07.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Geothermal economic and financial analysis services through this contract include review of appraised values for accuracy and fairness, providing professional management of the property appraisal function that is fiscally responsible and accountable to the public.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 27,000	County General Fund	\$ 27,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

Funding for this agreement is included in recommended FY 14/15 general fund budget for the Assessor division.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Copy of Economic and Financial Analysis Agreement with J. Bruce Reading			
Related Items “On File” with the Clerk of the Board:			
None			

**AGREEMENT FOR ECONOMIC
AND FINANCIAL ANALYSIS
AND CONSULTING SERVICES**

THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California, hereinafter called **COUNTY**, and **J. BRUCE READING**, hereinafter called **CONTRACTOR**;

WHEREAS, it is vital to the County at this time to obtain, and contractor desires to provide, economic and financial analysis services with respect to complex properties located in the County of Sonoma;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. CONTRACTOR’S DUTIES:

(a) Train designated Assessor staff in the procedures employed in the administration and valuation of geothermal properties.

(b) Attend taxpayer meetings to discuss yearly tax filings relating to geothermal assessments.

(c) Review and make recommendations to the Assessor on reasonableness of geothermal appraisals and economic parameters as submitted by others.

(d) Review, analyze and make recommendations to the Assessor on the valuation proposals as submitted by others for certain geothermal properties located within Sonoma County.

(e) Perform miscellaneous work including, but not limited to, attending assessment appeal hearings, either as a witness or observer; and attending other meetings as requested by the Assessor. Review and prepare rebuttal information for assessment appeal hearings, derive capitalization rates for complex properties.

2. THE COUNTY’S DUTIES:

(a) **Basic Hourly Fee:** County shall pay Contractor, on a monthly basis, a basic hourly fee of \$125.00 per hour for services pursuant to this agreement, upon presentation of an itemized statement and claim form signed by Contractor. Total contract cost is not to exceed \$27,000 for each fiscal year of the agreement (FY 2014-15, FY 2015-16, FY 2016-17).

(b) The Assessor shall designate Contractor as his agent for the purpose of collecting all necessary data to accomplish the purpose of this Agreement and shall allow Contractor to access all present and past records maintained by the County Assessor relating to the appraisal of certain properties located in Sonoma County. Such materials shall be the exclusive confidential property of the County Assessor, shall be presented upon request, and shall be maintained in a condition that will enable the County Assessor to perform audits or review any of the work performed under this Agreement.

(c) In the event Contractor is refused access to data by the taxpayer and legal action is necessary, counsel is needed for equalization hearings, or questions of law arise regarding such tax matters, Assessor shall, through its counsel, provide free of charge, sufficient legal assistance to the Contractor to satisfactorily complete this Agreement.

3. **TERM:** Except as otherwise provided in this Agreement, the term of this agreement shall be from the July 1, 2014, through June 30, 2017, unless terminated by either party or the allocated funds have been expended.

4. **INDEPENDENT CONTRACTOR:** In the performance of work, duties and obligations of Contractor under this Agreement, Contractor is at all times acting and performing as an independent contractor. Contractor agrees to at all times perform his work and functions in strict accordance with the currently approved methods and practices of his profession, and that the sole interest of the County is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

Contractor is not considered to be an agent or employee of the County and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits County provides its employees.

5. **INDEMNIFICATION:** Contractor 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 attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by 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 any person or entity, including Contractor, arising out of or in connection with the performance of Contractor hereunder, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Contractor'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 Contractor, subject to Contractor's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. **INSURANCE:** Contractor shall take out and maintain at all times during the life of this agreement, up to the date of acceptance of work by County, Automobile Liability Insurance with limits no less than \$500,000 per single occurrence, \$100,000 uninsured motorist and \$5,000 medical. This insurance policy shall not be canceled without first giving thirty (30) days prior written notice to the County.

7. **ASSIGNMENT/DELEGATION:** Except as above, neither party hereto shall assign, sublet or transfer any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

8. **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. §1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

9. **TERMINATION:** At any time and without cause, the County shall have the right, at its sole discretion, to terminate this Agreement by giving written notice to Contractor. At any time, and without cause, the Contractor shall also have the right, at his sole discretion, to

terminate this Agreement by giving 30 days written notice to the County. In the event of such termination, County shall pay Contractor for service rendered to such date.

If Contractor should fail to perform any of his obligations hereunder within the time and in the manner provided, or otherwise violate any of the terms of this Agreement, County may terminate this Agreement by giving Contractor written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

10. COST DISCLOSURE: In accordance with Government Code §7550, Contractor agrees to state in a separate portion of its file report the numbers and amounts of all contracts and subcontracts relating to the preparation of the report.

11. NONDISCRIMINATION: Contractor is and will be committed to the principle that equal employment opportunity must be afforded to all persons, regardless of race, color, ancestry, national origin, religion, sex, marital status, age, pregnancy, medical condition or handicap as required by applicable federal and state laws. Contractor agrees that no person shall suffer discrimination with respect to employment or other terms or conditions of employment with contractor by reason of such person's status as enumerated above. Contractor certifies to the County of Sonoma that contractor is in full compliance with the above non-discrimination policy throughout the term of this contract.

(a) Ordinance Prohibiting: Discrimination Based Upon AIDS or Related Condition, or HIV Infection: Contractor has reviewed Sonoma County Ordinance No. 4291 (Sections 19-13 through 19-22 of the Sonoma County Code) prohibiting discrimination in housing, employment and services because of AIDS or HIV infection. Contractor agrees to comply with the provisions of that Ordinance during the term of this Agreement and any extensions of the term.

12. ATTORNEY'S FEES: In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as part of such action or proceeding.

13. NOTICES: All notices from Contractor to County or County to Contractor shall be in writing, either personally served or delivered by the United States mail, postage prepaid and addressed as follows:

County: William Rousseau
Clerk-Recorder-Assessor
County of Sonoma
585 Fiscal Drive, Room 104F
Santa Rosa, CA 95403

Contractor: J. Bruce Reading
1075 Hurlbut Ave.
Sebastopol, CA 95472

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

AGENCY: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

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

By: _____
County Clerk-Recorder-Assessor

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____



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: Sonoma County Board of Supervisors

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

Department or Agency Name(s): Fire & Emergency Services

Staff Name and Phone Number:

Al Terrell / 565-1152

Supervisorial District(s):

All Districts

Title: Department of Homeland Security Authorized Agent Signature Authority

Recommended Actions:

Resolution authorizing individuals with specific titles to sign documents related to the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and/or sub-granted through the State of California.

Executive Summary:

The resolution before you is a requirement from the California Governor's Office of Emergency Services (Cal OES) for all Counties to have on file with the State to receive funds associated with Department of Homeland Security grants. The attached, "Governing Body Resolution" is a State formatted document that allows the County to apply for, obtain and receive specific Federal funds related to homeland security, emergency management, hazard mitigation, preparedness and disaster response programs.

As per Cal OES, FY 14 State Homeland Security Grant Program (SHSGP), California Supplement to the Federal Program Funding Opportunity Announcement, released May 2014; all applicants are required to submit a new Governing Body Resolution with their FY 14 SHSGP application. The Board has passed similar resolutions every year starting in 2010.

Per State guidance, this document requires position specific titles (without names) to act as agents for the purposes of applying for, obtaining and claiming reimbursements for certain federal and state funds. As with the past resolutions, the County Administrator, Director of the Fire & Emergency Services Department, and the Emergency Manager will be listed as authorized agents.

Beyond providing an Authorized Agent for the Homeland Security Grant Programs (HSGP), it is the intention of this item to authorize the position specific titles to apply for, obtain and request reimbursement for other Department of Homeland Security grant funds in this and other fiscal years, including the: Emergency Management Performance Grant (EMPG); Urban Area Securities Initiative (UASI); Hazard Mitigation Grant Programs (HMGP), Severe Repetitive Loss (SRL) program, Flood Mitigation Assistance Grant, and other national preparedness grant programs.

There are times when residual grant funds become available and the California Governor’s Office of Emergency Services allows the County of Sonoma to increase amounts on specific projects already submitted and approved. In the FY 12 EMPG grant, we were allocated an additional \$83,600 to improve EOC wireless capability, increase Citizens Organized to Prepare for Emergency (COPE) outreach and training and enhance amateur band fire station communications. We were able to accept these funds based on our track record of worthy projects, strong performance and a history of spending grant funds entirely and within time limits. As a result of the impending deadline by which these funds had to be used, the CAO’s interpretation of the authority previously granted by the Board, we were able to amend the relevant exhibits to the agreement and ensure that these funds could be put to good use in Sonoma County through eligible work in Santa Rosa.

These opportunities are always associated with short performance periods to complete. With today’s action we are specifically asking the Board to confirm the delegation of Authorized Agent(s) authority to enter into agreements to accept these amended grant awards and addendums to sub-granting agreements as needed to administer these grant programs. Additionally, we would note that this delegation of authority was also intended for the FY 12 grant cycle, specifically the additional \$83,600 allocation.

The California Governor’s Office of Emergency Services has indicated to all counties that federal grant funds are currently available but will only be eligible to the applicants that provide the proper resolution which has been passed by their respective Boards and filed with the State.

Prior Board Actions:

07/30/2013: Board approval of resolution #13-0292

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

Adopting this resolution will allow access to Homeland Security grant funds for public safety and other DHS programs.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

None.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
<ol style="list-style-type: none"> 1. Resolution authorizing the position titles to sign documents relating to the purpose of obtaining federal financial assistance provide by the federal Department of Homeland Security and/or sub-granted to the State of California (A1). 2. Letter provided to Cal OES indicating the names of the individuals that currently fill the positions named in the resolution (A2). 			
Related Items “On File” with the Clerk of the Board:			
None.			

S:\AGENDA\Emergency Management\DHS Authorized Agent\FY 2014\06-17-2014 FES DHS Auth Agents_Summ.docm



County of Sonoma
State of California

Date: June 17, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Department of Homeland Security Authorized Agent Signature Authority**

Whereas, be it resolved by the Board of Supervisors of the County of Sonoma that the
EMERGENCY MANAGER, or
COUNTY FIRE CHIEF/DEPARTMENT DIRECTOR, or
COUNTY ADMINISTRATOR,

Is hereby authorized to execute for and on behalf of the County of Sonoma, a public
entity established under the laws of the State of California, any actions necessary for the
purpose of obtaining federal financial assistance provided by the federal Department of
Homeland Security and/or sub-granted through the State of California.

Passed and approved the 17th day of June, 2014.

Certification

I, _____ duly appointed and _____ of the County of Sonoma
Board of Supervisors do hereby certify that the above is true and correct copy of a
resolution passed and approved on the 17th day of June, 2014.

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: 18

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

To: Sonoma County Board of Supervisors

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

Department or Agency Name(s): Fire & Emergency Services

Staff Name and Phone Number:

Al Terrell / 565-1152

Supervisorial District(s):

All

Title: Extension of Proclamation of Local Emergency Due to Drought Conditions

Recommended Actions:

Adopt a 30 day extension of the Resolution proclaiming a drought emergency in Sonoma County.

Executive Summary:

The Board of Supervisors proclaimed a local emergency due to drought conditions at the February 25, 2014, meeting. That resolution covers the entire Sonoma County Operational Area, including all nine cities and special districts. 30 day extensions were approved on March 25, April 22, and May 20, 2014. Drought conditions still persist throughout the County. The Director of Emergency Services recommends that the Board approve the proclamation extending the local emergency for another 30 days. This is the maximum period allowed by law that an emergency can be extended. It is likely that an additional extension renewal will be submitted again within thirty days, unless conditions improve markedly. Should that be the case, we will request the Board formally terminate the emergency.

Since the May 20, 2014, drought extension request was approved, Fire & Emergency Services (FES) began the steps necessary for implementation of the Curbside Chipper program. These included:

1. Borrowing the Fire Safe Sonoma Chipper for two months;
2. Committing a County Fire vehicle to the program for two months;
3. Identifying staff to be assigned to the program;
4. Identifying a funding stream for the months of June and July 2014;
5. Establishing a mailing list of those parcels located within the program area;
6. Mailing out flyers to those prioritized communities on the details of project during the week of May 26, 2014 (A2);
7. Creating a 'Request for Curbside Chipping' program application form (A3); and
8. Finalizing an agreement with Sonoma County Youth Ecology Corps to assist with administering the program.

Program contact information went live on FES website Wednesday, June 4, 2014, with first service availability covering Fitch Mountain east of Healdsburg in the unincorporated fire area of Sotoyome.

Initial statistical data regarding the number of service requests, estimated cubic yards of material chipped, and number of residents assisted will be available at the June 24, 2014, Board meeting drought update.)

CAL FIRE transitioned into fire season across the Bay Area and Sacramento region on May 5, 2014. This year, CAL FIRE has already responded to nearly 1,300 wildfires, more than twice as many fires as average. With fire season now officially underway in these areas, CAL FIRE is asking homeowners to ensure that they are prepared for wildfires and that every home has 100 feet of Defensible Space. CAL FIRE reports that drought conditions have continued to leave the region in an 'elevated threat' for wildfires.

The Sonoma County Water Agency (Water Agency) reports that regional water supply reservoirs remain well below average water supply capacities, including Lake Sonoma at 73 percent and Lake Mendocino at 44 percent as of June 9, 2014.

Cumulative rainfall numbers for the time period of July 1, 2013, through June 9, 2014, includes:

1. Ukiah: Average (1894-2013) 37.02"; Current year: 16.70" (45.1% of average)
2. Santa Rosa: Average (1952-2013) 30.98"; Current Year: 18.08" (58.4% of average)

The Water Agency also reports that Upper Russian River flows returned to "dry" conditions (75 cubic-foot-per second) on June 1, 2014. A Temporary Urgency Change Order issued by the State Water Resources Board in December 2013, ends on June 29, 2014, and the Water Agency is not seeking another Order immediately. The Water Agency will monitor water storage levels and determine the most appropriate action based on real-time data. Water supply forecasts show that with "dry" flow conditions, Lake Mendocino will not drop below critical levels by fall of 2014.

The proclamation extending the existence of a local emergency will enable to County to receive disaster related assistance from the State and Federal government. There are several State and Federal grant programs available to an assortment of departments, agencies, special districts and individuals affected by the drought conditions. Although not currently available through the Gubernatorial Proclamation, future reimbursement for emergency response and coordination activities may later become available through the California Disaster Assistance Act (CDAA). The CDAA would allow for reimbursement of up to 75% of costs incurred under a locally proclaimed emergency. The County has enacted financial measures to track response costs that would allow for reimbursement should it become available in the future.

Prior Board Actions:

- 05/20/2014: 30 Day extension of proclamation.
- 04/22/2014: 30 Day extension of proclamation.
- 03/25/2014: 30 Day extension of proclamation.
- 02/25/2014: Proclamation of a local emergency due to drought conditions.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The recommended actions support the conservation of vital resources necessary for the health and continued economy of the county and citizens.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

No specific budget action is requested through this item. Costs associated with emergency response planning and activity, including costs associated with staffing the Emergency Operations Center, requesting mutual aide, and other necessary measures are being tracked through the financial system.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Resolution (A1); Chipper Program Flyer (A2); Request for Curbside Chipping Form (A3)

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

None.



County of Sonoma
State of California

Date: June 17, 2014

Item Number: _____

Resolution Number: _____

Santa Rosa, CA 95403

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Extending a Proclamation of Local Emergency Due to Drought Conditions in the County of Sonoma and Requesting Immediate State and Federal Assistance.

Whereas, the State of California is experiencing one of the driest winters in recorded history; and

Whereas, on January 17, 2014, the Governor of the State of California proclaimed a State of Emergency for the State of California due to drought conditions; and

Whereas, on January 24, 2014, the United States Department of Agriculture designated the County of Sonoma, along with many other California counties, a natural disaster area due to drought; and

Whereas, the adverse environmental, economic, health, welfare and social impacts of the drought pose an imminent threat of disaster and threaten to cause widespread potential harm to people, businesses, agriculture, property, communities, wildlife and recreation in the County of Sonoma; and

Whereas, Section 8630, Article 14 of the California Emergency Services Act requires that Board of Supervisors of the County of Sonoma review, at least every 30 days until such local emergency is terminated, the need for continuing the local emergency; and

Whereas, a period of local emergency presently exists in the County of Sonoma in accordance with the proclamation thereof by the Board of Supervisors on the 25th day of February, 2014, as a result of persistent drought conditions; and

Whereas, the Board of Supervisors of the County of Sonoma has reviewed the need to continue the existence of local emergency; and

Now, Therefore, Be It Resolved by Board of Supervisors of the County of Sonoma, State of California, as follows:

It Is Proclaimed and Ordered, pursuant to Government Code section 8558 and Chapter 10 of the Sonoma County Code, that a local emergency has existed throughout the County of Sonoma because of drought conditions since January 17, 2014; and

It Is Further Proclaimed and Ordered, that during the existence of this local emergency, the powers, functions and duties of the Director of Emergency Services and the emergency management organization of the Sonoma County Operational Area shall be those prescribed by Federal law; State law; by ordinances, resolutions and the Code of the County of Sonoma; and by the Sonoma County/Operational Area Emergency Operations Plan approved the Board of Supervisors; and

It Is Requested that the Governor of the State of California waive regulations that may hinder response and recovery efforts, make available California Disaster Assistance Act funding for the State of Emergency proclaimed on January 17, 2014, and seek all available forms of Federal disaster assistance and relief programs, to include a Presidential Declaration of Emergency; and

Be It Further Resolved pursuant to Government Code section 8630, the Board of Supervisors shall review the need for continuing this local emergency at least once every 30 days until the Board of Supervisors terminates the local emergency; and

Be It Further Resolved that a copy of this extension of the emergency proclamation be forwarded to the State Director of the Office of Emergency Services and all State and Federal legislators representing the County of Sonoma.

Supervisors:

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

So Ordered.



County of Sonoma
**FIRE & EMERGENCY
SERVICES DEPARTMENT**

Is Offering:

**No-Cost Curbside
Chipper Service in
your area!**

Sonoma County Fire is providing a free curbside chipper service to residents who are engaged in making their property more wildfire safe. In the event of a wildfire, having 100 feet or more of defensible space has been clearly demonstrated to help save homes. Likewise, thinning vegetation on access roads can make it safer for residents and firefighters. We hope that our free chipper service will help residents dispose of woody debris and assist in creating beautiful, healthy, and “firewise” landscapes around homes and on roadsides.



County of Sonoma
FIRE & EMERGENCY SERVICES DEPARTMENT
2300 County Center Drive #220 B
Santa Rosa, CA 95403
(707) 565-1152

«AssesseeName»
«AddressStreet»
«ADDRESS»

«Asmt»

**Sonoma County Fire
and Emergency Services
is offering a free curbside chipper
service to residents in your area!**

WWW.SONOMA-COUNTY.ORG/fire

Who is eligible?

Sonoma County residents in the project area who thin vegetation to manage defensible space.

Defensible space: is an area free of flammable vegetation and debris 100 feet or more around structures, and at least 15 feet from road edges. To learn more about defensible space and how to create one see the publication 'Living with Fire in Sonoma County' which can be downloaded at: www.firesafesonoma.org

How do you participate?

- The project is first-come, first-served.
- Follow the 'Chipper Pile Guidelines' to pile vegetation as directed.
- Once piles have been set, go to our website at: www.sonoma-county.org/fire
- Download the 'Request for Chipping Form', fill it out and return by email to Fireprevention@sonomacounty.ca.gov
- We will process your work order and contact you by phone with further information.
- If you do not have access to the internet please contact us by phone at: (707) 565-1152.

How long will it take?

- Chipping will only be available in specific areas for a limited time.
- To find out when the chipper will be in your area please check our website at: www.sonoma-county.org/fire

- Piles MUST be ready when the chipper comes. We cannot return to residences after the scheduled time.
- Property owner does not have to be present when the chipper comes.
- Limitations on the number of hours the chipper can spend on one property may apply.
- Please contact us with any questions about the program at (707) 565-1152.

Chipper Pile Guidelines:

Placement of piles

- Piles must be placed "curbside" along a road or driveway frontage so chipper crews can work SAFELY without having to block the roadway.
- Do not place piles where they might block roadways or access routes.
- Piles must be stacked with the **cut ends** facing the same direction and pointing towards chipper access area.



- Piles should be placed within 5 feet of chipper access, ideally on the uphill side of a road or driveway.
- No piles within 10 feet of power poles.
- Piles should be *no more* than 4 feet tall.

Guidelines continued...

Things that CANNOT go in piles:

- Trees more than 7 inches diameter
- ANY METAL: wire, nails, etc.
- Roots, stumps, rocks, dirt or mud
- Poison Oak and other vines
- Spiny plants, roses, or blackberries
- Scotch or French Broom or gorse
- Construction debris
- Piles of leaves, needles, or grass
- The chipper operator will decide if materials can be chipped
- Property owners are responsible for any un-chipped materials



Placement of chips:

- All material chipped will be blown back onto the property in a place the chipper operator deems practical and safe.
- Property owners are responsible for spreading out and distributing the piles of chips.

For more information:

Website: www.sonoma-county.org/fire
Email: Fireprevetion@sonomacounty.ca.gov
Phone: (707) 565-6070



County of Sonoma
**FIRE & EMERGENCY SERVICES
DEPARTMENT**



Request for Curbside Chipping

Send in this form ONLY when your piles are ready!

Applicant Information

Name _____

Site Address _____

City State Zip _____

Phone _____

Email _____

Chipper Pile Information

Location of pile #1	_____	Cubic yards	_____
Location of pile #2	_____	Cubic yards	_____
Location of pile #3	_____	Cubic yards	_____
Location of pile #4	_____	Cubic yards	_____
Location of pile #5	_____	Cubic yards	_____
Estimated cubic yards total (all piles)			_____

Other Information

Typically, creating a defensible space around a structure will encompass about one acre of property. Approximately how many acres did your project encompass? _____

How many total labor hours did it take you, your family, and friends to cut and prepare materials for the chipper? _____

If you had someone do the work for you, how much did it cost? _____

If this program had not been available, would you have cleared the vegetation? _____

Without the program, what would you have done with the material? _____

APPLICANT MUST AGREE TO EACH OF THE FOLLOWING CONDITIONS BY INITIALING

- Initial I have fulfilled the requirements of the Curbside Chipper program and I own or am the legal occupier of the property where the services will be performed, and hereby agree and consent to Sonoma County Fire and Emergency Services staff entering my property for the purposes of the performance of services of any type in connection with this program.
- Initial I agree to allow Sonoma County Fire and Emergency Services and contractor(s) designated by Sonoma County Fire and Emergency Services under this program access onto my property in order to access pile(s) for chipping.
- Initial I understand that any chipped material will be blown back onto my property and I will spread the chipped material to a depth of 6" or less after the contractor has departed.
- Initial I understand that if I am not the property owner, it is my responsibility to obtain permission from the owner to conduct clearing activities.
- Initial I understand that funds for this program are limited and Sonoma County Fire and Emergency Services may refuse to provide service in the absence of adequate funding.
- Initial I agree to indemnify and hold Sonoma County Fire and Emergency Services, and its officers, directors, participants, coordinators, and volunteers harmless from, and against any and all liability, claims for losses, attorneys fees, and/or damages for injury or death or loss for damages and/or destruction of any property of any type associated with, caused by or in connection in any way with Sonoma County Fire and Emergency Services participation in this program.

Signature _____ Name (Printed) _____ Date _____



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services / Health Services

Staff Name and Phone Number:

Marc McDonald, GS-Real Estate, 707-565-2463
Rita Scardaci, Health Services, 707-565-7876

Supervisorial District(s):

All

Title: New Lease for 195 Concourse Boulevard, Santa Rosa, CA

Recommended Actions:

Authorize the General Services Director to execute a lease with Concourse, LLC (Landlord), comprised of approximately 4,310 sq. ft. of office/warehouse space, located at 195 Concourse Boulevard, Santa Rosa, for the Department of Health Services, Coastal Valley Emergency Medical Services Agency, for an initial rate of \$1.38 per sq. ft. per month (approximately \$5,948 per month, or \$71,374 per year), which is subject to adjustment as more particularly described in the proposed lease, for a seven-year initial term with two, 5-year extension options.

Executive Summary:

This item requests the Board to authorize the General Services Director to execute a lease for approximately 4,310 rentable sq. ft. of office/warehouse space located at 195 Concourse Boulevard, Santa Rosa, at an initial rate of \$1.38 per sq. ft. per month for an initial seven-year term, with two, 5-year options.

Emergency Medical Services Agency Program. The Emergency Medical Services Agency (EMS Agency) operates under State authority established in Division 2.5 of the California Health and Safety Code, and Title 22, Division 9 of the California Code of Regulations. Local regulation of the Emergency Medical Services system is effected through the County Emergency and Pre-Hospital Medical Services System Ordinances, and EMS Agency policies and procedures. By contract, Sonoma County also functions as the local EMS agency for Mendocino County.

The California Health and Safety Code (Division 2.5, Section 1797.200) requires each county that develops an emergency medical services program to designate a local EMS agency. Consistent with that requirement, the Sonoma County Department of Health Services has been designated as the Local Emergency Medical Services Agency for Sonoma and Mendocino Counties. (Coastal Valley EMS is the title adopted by the Board of Supervisors of Sonoma and Mendocino Counties, to reflect the dual-County partnership.) The EMS Agency provides the administrative and regulatory oversight

responsibilities for the local Emergency Medical Services system within each of these counties. The primary function of the EMS Agency is to plan, implement, and evaluate the local Emergency Medical Services system and various components of Emergency Medical Services including: (a) the licensing/permitting of ambulance provider companies, (b) certification of hospitals as primary Level 2 providers for certain emergency-related services (i.e., trauma), (c) coordination and monitoring of air and ground ambulances, (d) certification/accreditation of certain pre-hospital care personnel (i.e., emergency medical technicians (EMTs) and paramedics), (e) policy development and implementation, (f) medical control, (g) quality improvement, and (h) disaster medical response preparedness. Some of the entities that coordinate with the EMS Agency include: RedCom (a Joint Powers Authority that operates the Sonoma County EMS Dispatch Center), the City of Ukiah, CalFire, Santa Rosa Memorial Hospital, Ukiah Medical Center, Howard Memorial Hospital and Mendocino Coast District Hospital.

Use of Proposed Lease Space. The EMS Agency occupies approximately 800 sq. ft. of office space at the DHS Public Health facility located at 625 5th Street, Santa Rosa and has an existing allocation of 5.5 FTE with 1.0 FTE currently vacant. The 625-5th Street site is lacking in two respects: (1) The facilities are inadequate to meet the current and the anticipated staffing and training levels required for the EMS Agency to meet necessary service levels; and (2) The 625-5th Street location does not provide sufficient space for the EMS Agency to consolidate its supplies, materials and vehicles in a single location that would facilitate the delivery of critical services and supplies.

The EMS Agency also shares hangar space at the Airport with the Sheriff's Office and occupies other space (at the Chanate campus) primarily for storage and deployment of medical supplies and equipment. These spaces are also deemed as inadequate due to space limitations and less than optimal storage environments.

Staff has identified a site in North Sonoma County at 195 Concourse Boulevard, Santa Rosa, which allows the EMS Agency to consolidate its staff operation and more effectively and efficiently address its medical logistic support concerns. The site offers significantly improved access to the Sonoma County Airport, proximity to County Emergency Services and the Sheriff's airborne operations (helicopter and REACH), and more expedient and direct freeway access to Mendocino County. The warehouse portion of the proposed site is configured as temperature-controlled space, meeting the requirements of Public Health Preparedness supply storage.

The proposed new EMS location will house 6 staff members and provide for current and future expansion of key EMS functions. The new location will allow EMS to more effectively interact with the large number of individuals that contact and work directly with EMS for processing of certifications and accreditation of EMTs and paramedics from both Mendocino and Sonoma Counties. The more accessible location, expanded space and revised space configurations that can be provided by the 195 Concourse Boulevard location will improve customer service operations.

Relative to logistics, the proposed site offers a vehicle parking lot that can better accommodate emergency response vehicles, including vehicles and ambulances requiring EMS inspection. Moving EMS to the proposed site will allow EMS to be co-located with Public Health Preparedness equipment and supplies, which EMS is responsible for deployment in an actual event. It will also provide the space required for parking EMS and Preparedness Disaster vehicles and trailers.

New Lease Terms. Under the terms of the proposed lease, the occupancy date is to occur on or about July 1, 2014, after tenant improvements are completed. The monthly rent for the space will be \$1.38 per sq. ft., or \$5,948 per month. The rental rate for comparable office space in north Santa Rosa/Airport area ranges from \$1.38 to \$2.00 per sq. ft. The tenant improvements needed for occupancy are minor, and include: two offices, enclosing top section above conference room walls, removing wall slatting in conference room and stub walls, installing window tint to the warehouse storage space, installation of a sloped ramp to load pallets into storage space; and painting, window and carpet cleaning throughout. These tenant improvements will be completed by the Landlord at Landlord's sole cost and expense. The cost for tenant improvements is not included in the proposed rate of \$1.38 per sq. ft.

Staff has negotiated a lease, the terms of which are as follows:

Premises:	A total of 4,310 sq. ft., comprised of 2,710 sq. ft. of office space and conference room space, and 1,600 sq. ft. of storage space, in 195 Concourse Boulevard, Santa Rosa.
Term:	Seven years, with two, 5-year options to extend the lease term
Rent:	\$5,948 per month, or \$1.38 per sq. ft. Rent will be subject to annual 3% fixed adjustments pursuant to the Lease. Landlord will pay all costs for utilities, janitorial and maintenance.
Tenant Improvements:	The tenant improvements will be completed and paid for by the Landlord at Landlord's sole cost and expense.

Funding. The EMS Agency does not receive County General Fund or Realignment contributions. The EMS Agency is funded through contracts, fees, and fines/penalties from EMS' partners, including the associated fire departments, ambulance and air ambulance (helicopter) providers, hospitals, and specialty care centers (i.e., for trauma, cardiac and stroke). The EMS Agency recoups, through its contracts, the costs necessary for the provision of monitoring and oversight of emergency medical care programs. For example, Santa Rosa Memorial Hospital reimburses EMS for the services they provide to authorize, monitor and oversee the Memorial Hospital Trauma Center. Additionally, American Medical Response reimburses EMS for the costs of oversight and monitoring of their ambulance franchise contract.

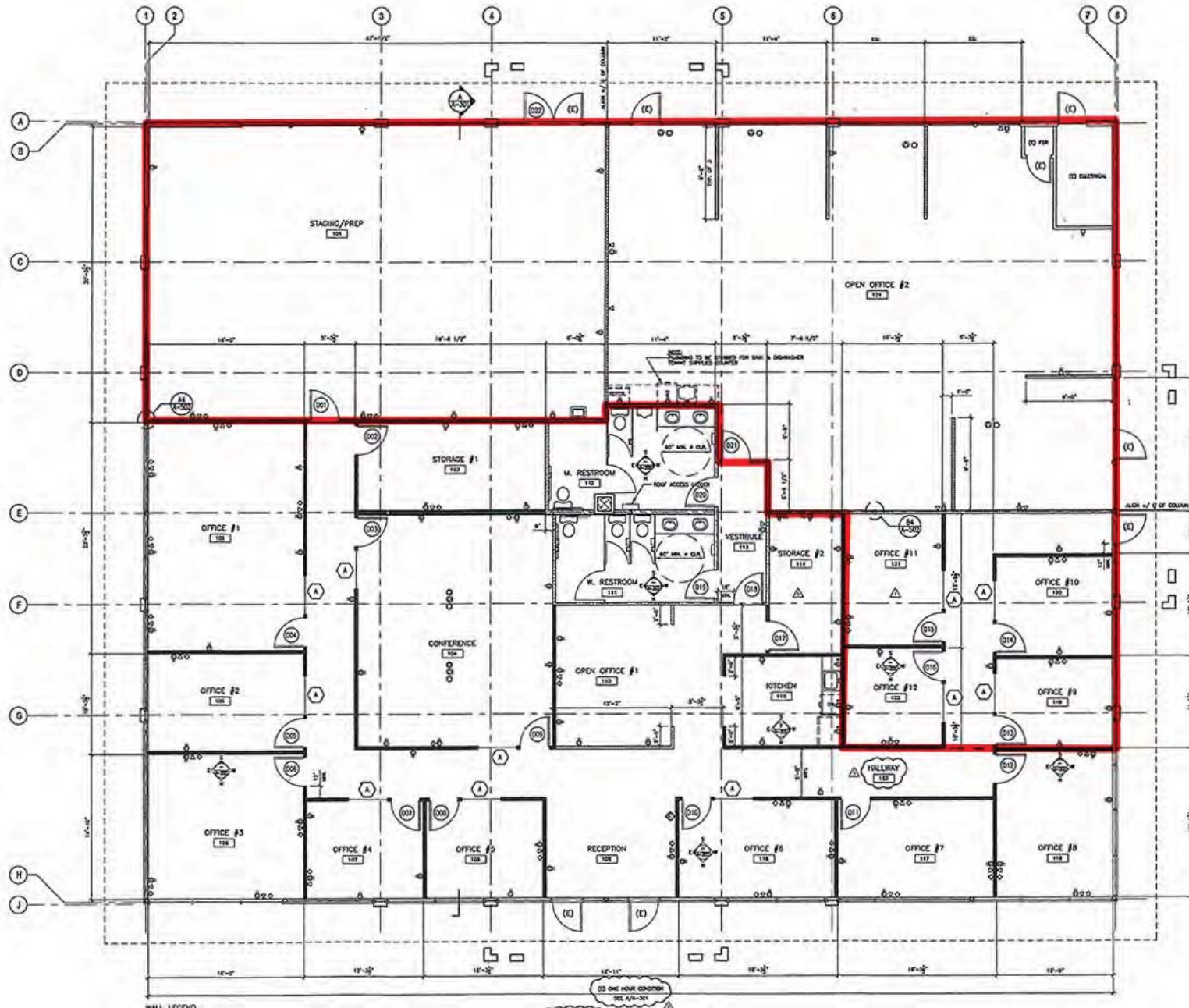
Long Term Space Need Review. This program relocation was reviewed by General Services planning staff. Staff concluded that the relocation from the downtown Santa Rosa location to the North Sonoma County location provides beneficial adjacencies with EMS Agency customers and partners and with the Sheriff and County Emergency Service providers. The proposed space also provides increased storage and parking facilities for EMS Agency emergency vehicles. The term of the lease allows the EMS program to be considered during the development of the County Administration Center plan. Existing Public Health programs currently located at 625 5th Street, which are funded from multiple sources including fees, grants, and realignment, will share the lease cost for the space vacated by the EMS Agency. EMS Agency funding currently represents only 3.5 percent of the total lease cost of the facility.

Prior Board Actions:			
05/20/14—Declared intent to enter into subject lease			
Strategic Plan Alignment		Goal 1: Safe, Healthy, and Caring Community	
The Coastal Valley Emergency Medical Services Agency provides administrative and regulatory oversight of medical service providers and emergency service response agencies for the Sonoma and Mendocino Counties. The proposed lease will provide the EMS Agency with easy access and proximity to key EMS Agency partners in both Counties, vital improved meeting and training space, as well as storage for EMS Agency equipment and medical supplies.			
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 71,374		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 71,374
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 71,374	Total Sources	\$ 71,374
Narrative Explanation of Fiscal Impacts (If Required):			
<p>The anticipated commencement date for the new lease is July 1, 2014. The approximate rent cost for FY2014-2015 will be \$71,374 (\$5,948 X 12 months). Landlord will pay for all operating expenses, including utilities, maintenance and janitorial services. The amount of lease is included in the proposed FY14-15 budget.</p> <p>Public Health Preparedness will utilize a portion of the warehouse space to store Emergency Response supplies and provide \$32,640 towards the lease cost with Hospital Preparedness Program (HPP) grant funds. The Emergency Medical Services (EMS) portion of the lease will be \$38,734, an approximate increase of \$4,000 over current lease costs.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			

Attachments:
Diagram
Related Items "On File" with the Clerk of the Board:
Copy of proposed lease

EXHIBIT A

Premises





County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, x7876; Alfredo Perez, x6627

Supervisorial District(s):

Countywide

Title: First 5 Agreements

Recommended Actions:

Authorize the Director of Health Services to execute an agreement with Redwood Community Health Coalition in an amount not to exceed \$472,963 for the period July 1, 2014 through June 30, 2017, to develop a sustainable system to provide developmental and social-emotional screenings in well-child visits at federally qualified health centers in Sonoma County, including facilitated referrals and intervention services, with the option to extend the term two additional one-year periods (FY 17-18 and FY 18-19) in an amount not to exceed \$100,000 per year, up to a total contract amount not to exceed \$672,963.

Authorize the Director of Health Services to execute the first amendment to an agreement with Community Action Partnership of Sonoma County to administer the Perinatal Oral Health Promotion Program for nine additional months, increasing the agreement by \$55,000 resulting in a new total not to exceed amount of \$154,624, and extending the term from September 14, 2014 to June 30, 2015.

Executive Summary:

This item requests approval of 1) an agreement with Redwood Community Health Coalition in an amount not to exceed \$472,963 for the period July 1, 2014 through June 30, 2017, to develop a sustainable system to provide developmental and social-emotional screenings in well-child visits at federally qualified health centers (FQHC) in Sonoma County, including facilitated referrals and intervention services, with the option to extend the term two additional one-year periods (FY 17-18 and FY 18-19) in an amount not to exceed \$100,000 per year, up to a total contract amount not to exceed \$672,963; and 2) the first amendment to an agreement with Community Action Partnership of Sonoma County to administer the Perinatal Oral Health Promotion Program for nine additional months, increasing the agreement by \$55,000 resulting in a new total not to exceed amount of \$154,624, and extending the term from September 14, 2014 to June 30, 2015.

Redwood Community Health Coalition Agreement

Developmental and social-emotional screening for children from birth to six has been identified in the

First 5 Sonoma County Strategic Plan, the Sonoma County Plan for Early Childhood Social-Emotional Health, and the Mental Health Services Act Plan for Prevention and Early Intervention 0-5 as a critical element in an effective system of care for our youngest children. Every child in Sonoma County should have access to evidence-based screenings and appropriate intervention services to ensure that he or she has the opportunity to develop to his or her fullest potential. Evidence-based screenings are critical based on the following considerations:

- Nearly one in five children faces developmental disabilities or disabling behavioral problems before age 18. These issues are identified before a child reaches the age of five in fewer than half of these occurrences.
- 20-30 percent of children with a disability may be missed by a single developmental screening but will be identified if screening and monitoring are continued in all well-child medical visits.
- About one-third of California children who receive early intervention services before the age of three do not require additional intervention once they enter school.
- The American Academy of Pediatrics recommends that a routine schedule of developmental and social-emotional screenings take place in well-child visits.

First 5 Sonoma County proposes to partner with Redwood Community Health Coalition (RCHC) to develop a sustainable system to support screening and early intervention programs as a component of well-child visits at the County's eight FQHCs. A single-source waiver request was submitted to and approved by the Sonoma County Purchasing Agent in February 2014.

FQHCs serve approximately 7,500 children ages 0 to 5 every year in Sonoma County. It is estimated that 30 percent of children screened will have at least one concerning score resulting in referral for services or further assessment. The potential for impact is that up to 2,250 children per year will be identified and receive a referral for early intervention supports.

In order to build on current efforts and create a system of screenings, Redwood Community Health Coalition, in partnership with the First 5 Sonoma County, will:

- Assess the current practice of developmental and social-emotional screenings in FQHCs.
- Identify a fiscal process and adequate resources to streamline billing and reimbursement that will fund an ongoing system of developmental and social-emotional screening in accordance with American Academy of Pediatrics and Child Health and Disability Prevention guidelines.
- Plan and pilot a customizable screening system that can be incorporated into existing workflows in at least three diverse FQHCs.
- Support initial and ongoing training and technical assistance of FQHC staff in the use of evidence-based screening tools.
- Support the hiring of qualified, bilingual Navigator(s) to field concerning screenings and direct families to appropriate services.
- Roll out the model to the remaining FQHCs.
- Monitor and evaluate the ongoing progress of the project.

CAP Agreement Amendment

The Sonoma County Oral Health Access Committee created the Oral Health Task Force (OHTF) in early 2011 with the charge of developing a set of "specific, near-term program and policy recommendations to improve Oral Health" for low-income children and adults. The OHTF's five recommendations were:

1) improve access to care by adding new clinical capacity and expanding the cost-effective use of

existing community-based facilities; 2) integrate oral health into general health by educating primary care providers; 3) integrate oral health into all perinatal health services delivered at Comprehensive Perinatal Services Program (CPSP) delivery sites; 4) expand the workforce with the use of Registered Dental Hygienists in Alternative Practice to deliver cost effective oral health services in primary care, school, and community settings; and 5) practice ongoing oral health surveillance, with an emphasis on high-risk populations.

In Sonoma County, nearly 2,500 infants are born to low-income mothers each year. It is estimated that fewer than 10 percent of these women receive dental care during their pregnancy for numerous reasons including a lack of understanding by health care providers, dentists, and pregnant women that dental care is recommended and safe during pregnancy, and because local capacity to provide this care to pregnant women is not adequate for the need. The Perinatal Oral Health Promotion (POHP) Program provides for comprehensive oral health promotion including prevention, assessment, referral, treatment, and case management. The program represents an opportunity to promote the oral health of both mothers and children in Sonoma County.

At its March 26, 2012 meeting the First 5 Sonoma County Commission authorized a competitive process to solicit qualifications to provide the Perinatal Oral Health Promotion Program. A Request for Qualifications was issued on June 18, 2012. An impartial review committee, consisting of Commissioners and subject matter experts serving in an advisory capacity, evaluated the one submission received. Based on the recommendations of the review committee, the Commission, at its August 13, 2012 meeting, approved awarding a contract to Community Action Partnership for \$99,624 to provide the Perinatal Oral Health Promotion Program through September 14, 2014. In September 2012 the Board of Supervisors approved this agreement with Community Action Partnership.

First 5 Sonoma County desires to amend the agreement with Community Action Partnership, adding \$55,000 and extending the term through June 30, 2015 for the Perinatal Oral Health Promotion Program. During the term of the contract Community Action Partnership has developed and integrated an oral health promotion program, including prevention, assessment, treatment, referral, and case management, into 25 oral health provider systems (all but 3 CPSP delivery sites within the County), and all Women, Infants, and Children (WIC) service delivery sites in Sonoma County. Extending the term of the agreement and providing additional funding will allow Community Action Partnership to continue efforts and to accomplish the following: 1) bring resources and training to the additional 3 CPSP sites; 2) solidify the referral pathways and educational components established at CPSP and WIC sites; 3) implement referrals to new dental clinic options throughout the County; and 4) collect quality improvement data through a perinatal oral health survey and adjust the program accordingly.

The First 5 Sonoma County Commission

The First 5 Sonoma County Commission (Commission) is an agency of the County of Sonoma. By law, the Commission has independent authority over its strategic plan and local trust fund. As directed by the Board of Supervisors in the Commission's enabling ordinance, the Commission follows established County administrative procedures for processing its contracts through its administrative agent, the Department of Health Services.

Prior Board Actions:

In September 2012 the Board approved an agreement with Community Action Partnership to provide the Perinatal Oral Health Promotion Program for the period of 9-15-2012 through 9-14-2014 in the

amount of \$99,624.

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

These projects align with the County’s goal area 1 and also address First 5’s Strategic Plan goal to Ensure the Health and Healthy Development of Children by 1) increasing the early detection of, and intervention for, developmental concerns; and 2) increasing the community’s capacity to address children’s oral health needs through collaboration with community partners.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

There is no fiscal impact associated with this item for FY 13-14. The FY 14-15 budget includes \$125,000 for the RCHC agreement and \$55,000 for the CAP agreement. Additional funding of \$33,124 for the RCHC agreement will be added to the FY 14-15 budget through the consolidated budget process. Additional funding for the RCHC agreement will be added to future year budgets through the budgetary process as follows: FY 15-16 - \$185,379, FY 16-17 - \$129,460.

Additional Fiscal Summary Information				
Contractor	FY 14-15 (\$)	FY 15-16 (\$)	FY 16-17 (\$)	Totals (\$)
RCHC	158,124	185,379	129,460	472,963
CAP	55,000			55,000
Totals	213,124	185,379	129,460	527,963

The additional \$200,000 for the RCHC agreement will be added to the appropriate fiscal year budgets if the options to extend are exercised (FY 17-18 - \$100,000 and FY 18-19 - \$100,000).

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:
Agreement with Redwood Community Health Coalition and first amendment to agreement with Community Action Partnership of Sonoma County
Related Items "On File" with the Clerk of the Board:
None

COUNTY OF SONOMA
AGREEMENT FOR SERVICES
(Revision F – Standard Version)

This agreement ("Agreement"), dated as of _____, 2014 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), on behalf of First 5 Sonoma County Commission (hereinafter "Commission") and Redwood Community Health Coalition (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified non-profit organization, experienced in providing developmental screenings in Well-Child visits at federally qualified health centers and related services; and

WHEREAS, the Commission is an agency of the County with independent authority over the First 5 Sonoma County Commission Strategic Plan and the local special revenue fund; and use of the term "County" in this Agreement necessarily includes the Commission; and

WHEREAS, Commission desires to allocate Proposition 10 resources to provide developmental screenings in Well-Child visits at federally qualified health centers and related services in accordance with the program goals and objectives outlined in the First 5 Sonoma County Commission Strategic Plan; and

WHEREAS, in the judgment of the Commission, it is necessary and desirable to employ the services of Contractor for accounting audits and related services;

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

AGREEMENT

1. Scope of Services

1.1. Contractor's Specified Services

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

1.2. Cooperation With County

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3. Performance Standard

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and

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

1.4. Assigned Personnel

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

1.5. Contract Exhibits

This Agreement includes the following exhibits:

- Exhibit A. Scope of Work
- Exhibit B. Budget
- Exhibit C. Insurance Requirements

2. Payment

For all services and incidental costs required hereunder:

Contractor shall be paid on a time-and-material/expense basis in accordance with the budget set forth in Exhibit B (Budget), attached hereto and incorporated herein by this reference (hereinafter "Exhibit B"), provided, however, that total payments to Contractor shall not exceed \$472,963 without the prior written approval of County. Any remaining balance at the end of a fiscal year shall automatically be carried forward to the subsequent fiscal year of this Agreement. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of County department receiving the services. The bills shall show or include: (i) the task(s) performed, (ii) the time in quarter hours devoted to the task(s), (iii) the hourly rate(s) of the person(s) performing the task(s), and (iv) copies of receipts for reimbursable

materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

The County may, at its sole discretion, upon exercising its options to extend the term of this Agreement as set forth in Section 3.2, increase maximum payments to Contractor by an amount up to \$100,000 in FY 2017-2018, by an amount of up to \$100,000 in FY 2018-2019, and up to a total contract maximum of \$672,963. The option to increase the maximum payment to Contractor under this section may be exercised by County in a writing signed by the Director of the Department of Health Services upon the express direction of the Commission. If County increases maximum payments to Contractor pursuant to this Section 2, County shall provide to Contractor an updated budget reflecting the tasks and services to which the additional available amounts have been budgeted. Such additional authorized funds shall not be made available to Contractor without Contractor's written consent to and acknowledgment of the updated budget reflecting such funds.

2.1. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$472,963 under the terms and conditions of this Agreement. However, to the extent County exercises its option under Article 2 of this Agreement, there shall be a corresponding increase in the maximum payment obligation under this Section 2.1.

2.2. California Franchise Tax Withhold

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, 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 any of the following: (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 California Form 587 be provided by Contractor in order for payments to be made. If Contractor does qualify, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in their facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.3. Overpayment

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

2.4. Federal Funding

This Section 2.5 is applicable if all or part of this Agreement will be paid with Federal awards.

2.4.1. Required Information.

As a pass-through entity, County is required to provide certain information regarding Federal award(s) to Contractor as a subrecipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding Federal award(s) that will be used to pay this Agreement:

- a. CFDA Number:
- b. CFDA Title:
- c. Federal Agency:
- d. Award Name:
- e. Federal Award(s) Amount:

2.4.2. OMB Circular A-133.

As a subrecipient of Federal awards, Contractor is subject to the provisions of U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (hereinafter "OMB Circular A-133"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of OMB Circular A-133. One provision of OMB Circular A-133 requires a subrecipient that expends \$500,000 in Federal awards during its fiscal year to have an audit performed in accordance with OMB Circular A-133. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor's fiscal year-end. Questions regarding OMB Circular A-133 can be directed to the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office – General Accounting Division.

2.4.3. Audits

Contractor agrees that all expenditures of State and Federal funds furnished to the Contractor pursuant to this Agreement are subject to audit by County, State agencies, and/or Federal agencies. Contractor warrants that it shall comply with the audit requirements as set forth in Office of Management and Budget (OMB) Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". County agrees to provide 14-days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to OMB Circular A-133, which applies to non-profit organizations.

2.4.4. Copy of Audit

Contractor agrees that a copy of audits performed shall be submitted to County no later than 30 days after completion of the audit report, or no later than 9 months after the end of Contractor's fiscal year, whichever comes first. The Contractor's agreement(s) with audit firms shall have a clause to permit access by County, State agencies, and/or Federal agencies to the working papers of the external independent auditor.

2.4.5. Retention of Audit Report

Contractor agrees that audit reports and work papers shall be retained for a minimum of 7 years from the date of the audit report, unless the auditor is notified in writing by County, a State agency, and/or a Federal agency to extend the retention period.

2.4.6. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, State agencies, and/or Federal agencies related to services provided by Contractor under this Agreement. Where allowable costs have been claimed and reimbursed, they will be refunded to the program that reimbursed the unallowable cost either by cash refund or by offset to subsequent claims.

3. Term of Agreement

3.1. Term

The term of this Agreement shall be from July 1, 2014 to June 30, 2017, unless terminated earlier in accordance with the provisions of Article 4 (Termination) below.

3.2. Options to Extend Term.

The Commission may, at its sole discretion, extend the term of this Agreement for up to 2 additional one-year periods through June 30, 2019.

4. Termination

4.1. Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 business days' advance written notice to Contractor.

4.2. Termination for Cause

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

4.3. Delivery of Work Product and Final Payment Upon Termination

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

4.4. Payment Upon Termination

Upon termination of this Agreement by County, Contractor shall be entitled to receive, as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been

satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2 (Termination for Cause), County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5. Authority to Terminate

The Board of Supervisors has the authority to terminate this Agreement on behalf of County. In addition, the Purchasing Agent or Health Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement: (1) Article 5 (Indemnification), (2) Section 9.5 (Records Maintenance), (3) Section 9.5.1 (Right to Audit, Inspect, and Copy Records), (4) Section 9.15 (Confidentiality), and (5) Section 13.5 (Applicable Law and Forum).

4.7. Change in Funding

Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that any State and/or Federal agency and/or other funder(s) reduce, withhold, or terminate funding which County anticipated using to pay Contractor for services provided under this Agreement, or in the event that County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification

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

6. Insurance

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain insurance as described in Exhibit C – Insurance Requirements, which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit C").

7. Prosecution of Work

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

8. Extra or Changed Work

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

9. Representations of Contractor

9.1. Standard of Care

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

9.2. Status of Contractor

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

9.3. No Suspension or Debarment

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency. Contractor also warrants that it is not suspended or debarred from

receiving Federal funds as listed in the "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" issued by the General Services Administration. If Contractor becomes debarred, Contractor has the obligation to inform County.

9.4. Taxes

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

9.5. Records Maintenance

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement, and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of 7 years following completion of work hereunder.

9.5.1. Right to Audit, Inspect, and Copy Records

Contractor agrees to permit County and any authorized State or Federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records.

9.6. Conflict of Interest

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

9.7. Statutory Compliance

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

9.8. Nondiscrimination

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

9.9. AIDS Discrimination

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

9.10. Assignment of Rights

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

9.11. Ownership and Disclosure of Work Product

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

9.12. Authority

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

9.13. Sanctioned Employee

Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on any list published by the Federal Office of Inspector General regarding the sanctioning, suspension, or exclusion of individuals or entities from the Federal Medicare and Medicaid programs. Contractor agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractors, and contractors. In the event Contractor does employ such individual(s) or entity(ies), Contractor agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14. Compliance with County Policies and Procedures

Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

9.15. Confidentiality

Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable State and Federal laws and regulations. This Section 9.15 shall survive termination of this Agreement.

9.16. Lobbying

If any federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319 of the Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

9.17. Lobbying

If any Federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319 of the Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

9.18. Subcontractors

Contractor agrees that any employees or agents of Contractor that assist Contractor in the provision of services shall also satisfy the requirements of this Agreement. In this regard, Contractor understands and agrees that all obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to each and every individual providing services through Contractor under this Agreement, and Contractor shall assure that such individuals agree to comply with such obligations and prohibitions.

10. Demand for Assurance

Each party to this Agreement undertakes the obligation that the other party's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other party may in writing demand adequate assurance of due performance, and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

"Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4 (Termination).

11. Assignment and Delegation

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

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. mail, or courier service. Notices, bills, and payments shall be addressed as follows:

TO COUNTY: Alfredo Perez, Executive Director
First 5 Sonoma County Commission
County of Sonoma – Department of Health Services
490 Mendocino Avenue, Suite 203
Santa Rosa CA 95401
(707) 565-6686 main / (707) 565-6619 fax
alfredo.perez@sonoma-county.org

TO CONTRACTOR: Steven Ramsland, CEO
Redwood Community Health Coalition
1310 Redwood Way, Suite 135
Petaluma CA 94999
707-326-7551
sramsland@rchc.net

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

13. Miscellaneous Provisions

13.1. No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction

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

13.3. Consent

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

13.4. No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum

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

13.6. Captions

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

13.7. Merger

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

13.8. Survival of Terms

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

13.9. Time of Essence

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

§ The remainder of this page has intentionally been left blank. §

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

CONTRACTOR:

Steve Ramsland, Chief Executive Officer
Redwood Community Health Coalition

Dated

COUNTY OF SONOMA:

Certificate of Insurance on File with County:

Rita Scardaci, MPH, Director
Department of Health Services

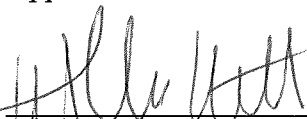
Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:



Sonoma County Counsel

5-28-14

Dated

Exhibit A. Scope of Work

Organization: Redwood Community Health Coalition

Project Title: Developmental Screenings in Well-Child Visits at FQHCs

Project Goals: 1) All eight FQHCs in Sonoma County routinely provide developmental screenings, using an evidence-based tool, to all children 0-5 during well-child visits, following American Academy of Pediatric and CHDP recommendations. 2) A sustainable fiscal model is identified that leverages all available resources and streamlines billing for the provision of screening and referral navigation services for health center patients. 3) Fiscal and physical models for delivering intervention services through the FQHCs are identified and implemented if feasible.

Key Strategies/Activities	Timeframe	Person(s) Responsible	Measurable Deliverables (e.g., Process Outputs such as # of sessions held, # of clients served)
1. Identify Project Lead	7/2014	Dr. Mary Maddux-Gonzalez	Project lead in place
2. Establish an Advisory Group including a representative of First 5, Public Health, a local pediatrician, Partnership Health Plan and an early childhood development expert	7/2014-8/2014	Project Lead	Advisory Group formed and meeting regularly
3. Assess the current practice of developmental and social emotional screenings of children 0-5 years of age in Sonoma County community health centers	7/2014-2/2015	Project Lead	Baseline assessment performed via review of health center electronic health records, as well as surveys and interviews with health center medical directors and other leadership and staff, including: <ul style="list-style-type: none"> • current practice relative to existing guidelines and recommendations from American Academy of Pediatrics (AAP) & CHDP (Child Health & Disability Prevention Program) • which screens are used • what records are kept • other issues key to planning the pilot program

Key Strategies/Activities	Timeframe	Person(s) Responsible	Measurable Deliverables (e.g., Process Outputs such as # of sessions held, # of clients served)
4. Assess the current practice of referrals to appropriate intervention services when children have concerning scores	7/2014-2/2015	Project Lead	Baseline assessment performed covering referral practice, including identifying referral practices and referrals used
5. Assess the current practice of billing for/funding developmental and social emotional screenings and intervention services	7/2014-2/2015	Project Lead	<ul style="list-style-type: none"> • Baseline assessment performed • Billing strategies identified
6. Prepare a written report to the Advisory Committee and FQHCs addressing current practices for screening, referrals to interventions, and billing/funding practices for screenings and intervention services.	Completed March 31, 2015	Project Lead	<ul style="list-style-type: none"> • Written report suitable for distribution to FQHCs, funders, and others.
7. Identify preferred evidence-based screening tool and costs associated, including data collection and EMR optimization.	07/2014-2/2015	Project Lead	Evidence-based developmental screening tool(s) identified
8. Develop a reimbursement system(s) that maximizes financial opportunities and leverages other resources and streamlines fiscal processes to support and sustain developmental screening and referral of children through local community health centers	4/2015-6/2015	Project Lead	Reimbursement system ready for pilots
9. Support the integration of qualified, bilingual navigator(s) into the health centers to support screening, referral and linkage to services into a fiscal model that utilizes maximum Medi-Cal dollars and all available resources	3/2015-8/2015	Project Lead	Navigator(s) ready for pilots

Key Strategies/Activities	Timeframe	Person(s) Responsible	Measurable Deliverables (e.g., Process Outputs such as # of sessions held, # of clients served)
10. Explore early intervention services on-site at health centers, at satellite sites, or other possibilities that leverage reimbursements.	3/2015-6/2015	Project Lead	On-site early intervention services, or other possibilities that leverage resources, ready for pilots
11. Support initial and ongoing training and technical assistance for health center staff in the use of identified evidence-based screening tool(s)	Beginning 4/2015 and ongoing as-needed	Project Lead	Training process identified and begun
12. Implement three pilot programs in Sonoma County community health centers specifically designed to increase developmental screening and referral/intervention in a fiscally sustainable manner	7/2015	Project Lead	Pilots begin screening and referrals
13. Expand improved screening and referral/intervention model(s) to remaining community health centers	7/2016-10/2016	Project Lead	All FQHCs providing screenings and referrals and/or interventions where appropriate as part of well-child visits
REPORTING AND EVALUATION			
14. Develop an evaluation plan for the project in consultation with First 5 staff and evaluators	8/2014-9/2014	Project Lead	
15. Beginning with pilot implementation, collect and maintain detailed demographic data on population(s) served including: baseline, pilot, and full implementation for both screenings and interventions/referrals	ongoing	Project Lead	As determined with First 5 staff and evaluators

Key Strategies/Activities	Timeframe	Person(s) Responsible	Measurable Deliverables (e.g., Process Outputs such as # of sessions held, # of clients served)
16. Prepare and submit progress reports twice each year in a format approved by First 5	First report due 1/31/15 covering 7/1-12/31/2014; Second report due July 30, 2015, covering 1/1/15-6/30/15. Subsequent reports due 1/31 and 7/30 of each fiscal year	Project Lead	

Exhibit B. Budget

		FY 14-15 (\$)	FY 15-16 (\$)	FY 16-17 (\$)	F5 Total (\$)	In-Kind (\$)
Staff						
Project Manager	0.3 FTE Yr 1 & 2; .2 Yr 3	22,500	22,500	15,000	60,000	
Population Health Improvement Specialist	0.1 FTE Yrs 1, 2, 3	7,500	7,500	7,500	22,500	
CMO	0.1 FTE Yrs 1, 2, 3					15,862
Subtotal Staff		30,000	30,000	22,500	82,500	15,862
25% Tax & Benefits		7,500	7,500	5,625	20,625	3,966
Total Staff		37,500	37,500	28,125	103,125	19,828
Consultants						
CFO	40 hrs total/\$125/hr	3,750	1,250		5,000	
CMIO	375 hrs total/\$125/hr	10,000	10,000		20,000	26,875
Other Program Expenses						
Health Center Pilots	3 CHCs/\$20k/CHC	30,000	30,000		60,000	
Additional CHC Expansions	5 CHCs/\$10k/CHC		25,000	25,000	50,000	
Evidence-based screening tool training and technical assistance	\$200 per training for 15 staff		1,200	3,200	4,400	
Navigator to Developmental Services*	0.25-1 FTE	14,062	56,249	56,249	126,560	
Other activities as identified by Advisory Committee, including purchase of screening tool, training of clinical staff, etc.		42,187			42,187	
Total Program Expenses		137,499	161,199	112,574	411,272	46,703
Administrative Fees 15%		20,625	24,180	16,886	61,691	
Total Expenses		158,124	185,379	129,460	472,963	46,703

*Navigator is a well-trained, early-intervention specialist familiar with the available services and network of providers.

Exhibit C. Insurance Requirements

(Template 5)

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

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

1. Workers' Compensation and Employer's Liability Insurance

- a. Required if Contractor has employees.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. 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.
- e. If Contractor currently has no employees, Contractor 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 Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

-
- d. **County of Sonoma, its Officers, Agents, and Employees** shall be additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
 - e. The insurance provided to the additional insureds shall 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 the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - h. **Required Evidence of Insurance**
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limits: \$1,000,000 combined single limit per accident.
 - b. Insurance shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall apply to hired and non-owned autos.
 - d. **Required Evidence of Insurance:** Certificate of Insurance.
4. Professional Liability/Errors and Omissions Insurance
- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
 - b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County.
 - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - d. Coverage applicable to the work performed under this Agreement shall be continued for 2 years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy, (2) an extended reporting period endorsement, or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - e. **Required Evidence of Insurance:** Certificate of Insurance.
-

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in this exhibit's Sections 1 - 4.
- 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. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are 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

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

8. Material Breach

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

**MODIFICATION NUMBER ONE OF AGREEMENT FOR SERVICES
BETWEEN COUNTY OF SONOMA AND
Community Action Partnership of Sonoma County**

On September 26, 2012, the County of Sonoma, a political subdivision of the State of California, (hereinafter referred to as "County") and Community Action Partnership of Sonoma County (Contractor), a California tax-exempt, non-profit organization, (hereinafter referred to as "Contractor") entered into a service agreement (hereinafter referred to as "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. The attached Exhibit A – Scope of Work / Plan for Reporting Results replaces Exhibit A – Scope of Work / Plan for Reporting Results in its entirety.
2. The attached Exhibit B – Budget replaces Exhibit B –Budget in its entirety.
3. The attached Exhibit C – Insurance Requirements replaces Exhibit C – Insurance in its entirety.
4. Article 2 – Payment is hereby revised to read as follows:

2. Payment

For all services and incidental costs, Contractor shall be paid on a time-and-material/expense basis in accordance with the budget set forth in Exhibit B, provided, however, that the total payments to Contractor shall not exceed \$154,624 without the prior written approval of County. Any remaining balance at the end of FY 12-13 or FY 13-14 shall automatically be carried forward to the subsequent fiscal year. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate(s) of the person(s) performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any, and must clearly indicate where advance funds have been utilized.

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 County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by County.

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, 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 any of the following: (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 California Form 587 be provided by Contractor in order for payments to be made. If Contractor does qualify,

then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in their facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). 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.

5. Article 3 – Term of Agreement is hereby revised to read as follows:

2. Term of Agreement

The term of this Agreement shall be from September 15, 2012 to June 30, 2015 unless terminated earlier in accordance with the provisions of Article 4 (Termination).

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

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives this _____ day of _____, 20_____.

CONTRACTOR:

Tim F. Reese, Executive Director
Community Action Partnership of Sonoma County

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:



Sonoma County Counsel

5-28-14

Dated

Exhibit A. Scope of Work / Plan for Reporting Results

Organization: Community Action Partnership of Sonoma County

Project Title: Perinatal Oral Health Promotion Program

Project Summary: Implementation of the perinatal oral health system of care to ensure continuity of service and access to oral health care for low-income pregnant and post-partum women inclusive of an expanded risk reduction education component.

Key Strategies/Activities	Timeline	Person(s) Responsible	Measurable Deliverables [i.e., Process Outputs]	Measurable Program Outcomes
I. Establish measurable baseline of current access to care for pregnant and post-partum women, as well as the local capacity to expand preventive care and treatment.				
<p>1. Reconvene multi-agency perinatal oral health workgroup to fine tune design and assist in project implementation. Solicit broad community representation and active participation including but not limited to: local community health centers, dental clinics, WIC, SRJC Dental Program, and DHS MCAH program.</p>	<p>Begins in September 2012 and ongoing</p>	<p>CAP Dental Director</p>	<p>Collaborative workgroup meetings held {Target = 6 meetings in FY 12/13; 4 meetings in FY 13/14; 1 meeting in FY 14/15}</p> <p>Track attendance at Collaborative workgroup meetings to include agency, member name and title {Target = 75% (6/8) attendance at each meeting }</p>	<p>Not applicable</p>
<p>2. Establish baseline measurements of capacity of current resources for perinatal oral health (POH) (include dental clinics/private providers, and special programs such as “Mommy and Me”)</p>	<p>By Dec 2012</p>	<p>CAP Dental Director with workgroup</p>	<p>Report on baseline capacity data from which to measure increased capacity for perinatal oral health care documented</p>	
<p>3. Publish and publicize an easy to use oral health resource list online of dentists and clinics who provide care to pregnant and post partum women; update list annually</p>	<p>By Dec 2012</p>	<p>CAP Dental Director with Community Health Worker</p>	<p>Perinatal Oral Health Resource list completed and posted online by Dec 2012; updated in July 2013 and July 2014</p>	<p>80% of health care providers, WIC staff, and CPSP providers surveyed report utilizing the centralized perinatal oral health resource list for referrals {as measured by Perinatal Oral Health Survey conducted in March 2014 }</p>
<p>4. Develop and implement Perinatal Oral Health Survey</p>	<p>By March 2014</p>		<p>Health care providers, WIC staff, and CPSP providers surveyed {Target = 50 total respondents }</p>	

Key Strategies/Activities	Timeline	Person(s) Responsible	Measurable Deliverables [i.e., Process Outputs]	Measurable Program Outcomes
<p>5. Enhance Infrastructure and Build Partnerships to Create a Stronger Program Impact and Effectiveness</p> <p>6. Adopt, endorse and promote oral health guidelines and recommendations which shall allow for the fine tuning of the program's design and assist in project implementation.</p> <p>7. Maintain an updated Perinatal Oral Health Resource list</p>	<p>Begins in July 2014 and ongoing</p> <p>Ongoing</p>	<p>CAP Dental Program Manager and CHW</p> <p>CAP staff</p>	<p>Collaborative meetings with workgroup members either in person or phone or email consultation held {Target = 6 meetings in FY 14/15}</p> <p>Perinatal Oral Health Resource list updated in July 2014 and December 2015</p>	<p>Dissemination of perinatal oral health success stories to the general public</p> <p>Increased rates of annual preventive dental visits and fewer numbers of emergency visits for dental infections among women</p> <p>Leveraging of resources, as well as multidisciplinary partnerships to support perinatal oral health</p> <p>Increased number of women inquiring about or accessing services that they may not have known existed</p>
<p>II. Implement a standardized education, screening and referral program for pregnant women served at local WIC sites and CPSP care settings (which includes a standardized assessment tool, literacy and culturally appropriate educational materials and incentive packets and a referral procedure).</p>				
<p>8. Develop project implementation plan, which includes standardized approaches with key messages, screening protocols, and referral guidelines</p>	<p>By March 2013</p>	<p>CAP Dental Director with workgroup input and assistance</p>	<p>Written action plan completed</p>	<p>Not applicable</p>
<p>9. Develop culturally appropriate education materials and tools to use in CPSP, WIC, and/or other sites where program may be implemented; Tools include: Assessment tool, triage and referral algorithm, oral health curriculum and incentives for client families</p> <p>10. Distribute POH Tool Box to Sonoma County CPSP prenatal care provider sites and County of Sonoma WIC sites</p>	<p>By June 2013</p> <p>By July 2013</p>	<p>CAP Dental Director with workgroup input and assistance</p>	<p>Perinatal Oral Health Tool Box completed and reproducible</p> <p>POH Tool Box distributed to: 11 of Sonoma County CPSP prenatal care provider sites. 4 County of Sonoma WIC sites</p>	<p>80% of health care providers, WIC staff, and CPSP providers surveyed report utilizing the POH Tool Box {as measured by Perinatal Oral Health Survey conducted in Sept 2013 and March 2014}</p>

Key Strategies/Activities	Timeline	Person(s) Responsible	Measurable Deliverables [i.e., Process Outputs]	Measurable Program Outcomes
<p>11. Ensure Adequate Oral Health Systems-Continue with project implementation plan in the three remaining CPSP sites. Plan includes standardized approaches with key messages, screening protocols, and referral guidelines.</p>	Ongoing	CAP staff	Plan is fully implemented in three remaining CPSP sites	All CPSP sites will be fully functional and adequate to meet the needs and demands in perinatal oral health care
<p>12. Utilize research and surveillance based data to define and address perinatal oral health needs and disparities and to address such barriers; evaluate and redefine, as needed, culturally appropriate education materials and tools used in CPSP, WIC, and/or other sites where program may be implemented; Tools include: oral health curriculum, data reporting tools, site specific referral pathways and incentives for client families.</p>	December 2014	CAP Dental Manager with workgroup and survey input and assistance	<p>Perinatal Oral Health Tool Box evaluated and modified as needed</p> <p>Healthcare providers notified and sent updates</p>	<p>Increase in program participation due to improve access to services by varied culturally diverse individuals</p> <p>100% of healthcare providers receive and implement updated program tools and documentation ensuring program quality assurance and integrity</p>
<p>13. Distribute POH Tool Box to 3 remaining Sonoma County CPSP prenatal care provider sites</p>	December 2014	CHW	POH Tool Box distributed	<p>Increase in the use of universal tools that will ensure the consistent attainment of data, as well as the consistent use of curriculum amongst all participating organizations and agencies. Ensuring perinatal oral health care that is comprehensive, continuously accessible, coordinated and patient centered</p>
<p>14. Develop, distribute and collect quality improvement data through the annual Perinatal Oral Health Survey</p>	March 2015	CHW		<p>100% participation by participating organizations and agencies on program successes, program improvement needed, identified gaps and potential to build capacity in regard to perinatal oral health awareness, i.e.-demonstrated sustainability</p>

Key Strategies/Activities	Timeline	Person(s) Responsible	Measurable Deliverables [i.e., Process Outputs]	Measurable Program Outcomes
<p>III. Train over 50% of all Sonoma County Comprehensive Perinatal Health Workers (CPHWs) and WIC staff on updated perinatal oral health guidelines, key messages, and local referral systems and resources.</p>				
<p>15. Train 50% of participating CPSP and WIC staff on importance of Oral Health for perinatal women, their role in the project and how to make appropriate referrals.</p>	<p>By fourteen months of project start date</p>	<p>CAP Dental Director with support from DHS MCAH team and workgroup.</p>	<p>8 Trainings with a total of 60 participants from CPSP and WIC staff</p>	<p>50% of each participating agency allied staff report 1) increased understanding of their roles and responsibilities in the project, as measured by Training Survey, 2) increased understanding of the importance of Oral Health for their clients, as measured by pre and post training tests.</p>
<p>16. Develop and Implement a Training Survey</p>	<p>By 4 months of project start date</p>	<p>CHW</p>		
<p>17. Develop and implement a referral tracking tool to measure educational encounters, appointments made and appointments completed.</p>	<p>By 4 months of project start date</p>			<p>50% of eligible women receive education and referral to services by staff and complete recommended treatment as measured by the referral tracking tool</p>
<p>18. Repeat training for new hires and remaining 50% of participating CPSP and WIC staff.</p>	<p>By 24 months of start date of project</p>	<p>CAP Dental Director With support from DHS MCAH team</p>	<p>Minimum of two repeat trainings offered to community partner agencies.</p>	<p>90% of participating program staff will have received training.</p>
<p>19. Standards of care for perinatal oral health will be integrated into the SRJC Dental Hygiene program curriculum.</p>	<p>ongoing</p>	<p>SRJC Dental Hygiene faculty with support from CAP Dental Manager</p>	<p>20-24 SRJC hygiene students per year (depending on enrollment) SRJC Dental Hygiene program curriculum contains Perinatal Oral Health Standards of Care</p>	<p>90% of all graduating SRJC Dental Hygiene students will have been exposed to the perinatal oral health standards of care by graduation. Improved Program Integrity and Quality Assurance measured by staff through an annual assessment. This will improve the oral health of women and create a foundation for achieving optimal health.</p>

Key Strategies/Activities	Timeline	Person(s) Responsible	Measurable Deliverables [i.e., Process Outputs]	Measurable Program Outcomes
<p>20. Demonstrated Sustainability- Conduct POH Trainings for the remainder of the participating CPSP and WIC staff on the importance of Oral Health for perinatal women, their role in the project and how to make appropriate referrals -Above training shall be held at times necessary to train any new hires that are brought into the program</p>	Dec 2015	CAP Dental Program Manager with support from DHS MCAH team and workgroup	POH Trainings for CPSP staff (Target = 3 remaining trainings; 6 total participants)	Staff of participating providers will report increased understanding of the importance of Oral Health for their clients, as measured by pre and post training tests.
<p>21. Construct and deliver pre and post training tests for participating providers</p>	Dec 2015	CHW	6 completed pre and post assessments	Program will demonstrate continuous provision of service, accountability and innovation for pregnant and post-partum women by ensuring that participating providers fully comprehend the program and its requirements
<p>22. Collect data from referral sources and input into the referral tracking system regarding appointments made, appointments kept and number of women who had oral health educational encounters</p>	Ongoing	CHW	Data obtained	Program will demonstrate a growing need for perinatal oral health care services
<p>IV. Enhance the county-wide referral system of care to maximize available resources including screening and prevention at community based sites</p>				
<p>23. Develop and execute inter-agency MOUs when needed to ensure stability of triage and referral system.</p>	By 12 months of start date.	CAP Dental Director	MOUs in place	NA
<p>24. Train perinatal health care providers to use standardized assessment tool to classify treatment needs.</p>	By 14 months of start date of project.	CAP Dental Director with support from DHS Perinatal Services Coordinator to set up trainings	Assessment tool trainings will be integrated with the 10 trainings.	50% of CPSP will report willingness to utilize standardized oral health assessment approaches and provide appropriate referrals for treatment following an agreed upon referral algorithm. (survey of health care providers to be done March 2014 and end of second year of project for evaluation)

Key Strategies/Activities	Timeline	Person(s) Responsible	Measurable Deliverables [i.e., Process Outputs]	Measurable Program Outcomes
25. Train participating CPHWs on how to make referrals for treatment based on client needs and resources as outlined in referral algorithm.	By 14 months of start date of project.	DHS Perinatal Services Coordinator with support from CAP Dental Director	Referral algorithm will be integrated with the 10 trainings.	50% of health care providers in the participating community clinics will utilize the treatment algorithms for referrals as measured by the Training Survey
26. Collaboration and Integration- extend partnerships and execute inter-agency MOUs for remaining agencies requiring them to share patient information for the purpose of tracking data and making appropriate referrals.	May 2015	CAP Dental Manager with workgroup input and assistance	2 additional partner Memorandums of Understanding	Increased network of service providers who are able to provide and track data for program success and sustainability
27. Design site specific referral pathways for each WIC and CPSP site. Facilitate an easy referral protocol for providers to help women receive referrals for dental care	March 2015	CAP Dental Manager with workgroup input and assistance	Specific referral pathway and protocols in place at each CPSP and WIC site	100% of CPSP and WIC agencies have, and utilize, referral pathway and protocols
V. Reduce waiting time and increase number (by 50% over baseline assessment) of pregnant and postpartum women who receive dental care by expanding access to underutilized resources, facilitating Denti-Cal billing technical assistance and support for existing dental practices, encouraging dentists to provide services to pregnant women by providing training and education on safety and best practices, recruiting volunteer private providers to participate in community-based dental access programs, and leveraging CPSP with the use of onsite Registered Dental Hygienists in Alternative Practice (RDHAP)				
28. Work with SRJC Dental Hygiene program to develop voucher system for eligible pregnant or post partum women to access oral health services.	By 3 months of start of project.	CAP Dental Director with SRJC faculty.	Vouchers developed and printed	NA
29. Vouchers distributed and tracked	By 24 months of the project start	CHW	Target=200 vouchers total to be distributed throughout the course of the project.	75% of eligible women who receive the vouchers will access OH care at the SRJC Dental Clinic as measured by the Referral Tracking Tool

Key Strategies/Activities	Timeline	Person(s) Responsible	Measurable Deliverables [i.e., Process Outputs]	Measurable Program Outcomes
<p>30. Work with SRJC Dental Hygiene program staff to integrate treatment of pregnant women into their curriculum</p> <p>31. Assist in linking eligible clients to the SRJC Dental Clinic or private RDHAP providers</p> <p>32. Contact women who receive referral assistance and ensure timely completion of dental services</p> <p>33. Monitor existing voucher system for clients referred to the SRJC</p>	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>CAP Dental Manager with SRJC faculty</p> <p>CHW</p> <p>CHW</p> <p>CHW</p>	<p>Program Management and focused delivery of services</p> <p>Target=50 vouchers redeemed for services</p>	<p>90% of graduating hygienists have experience treating pregnant women</p> <p>60% of eligible women who receive referral assistance, access OH services at the JC Dental Clinic or through private RDHAPs as measured by the Referral Tracking Tool</p> <p>Demonstrates Program Need</p>
<p>34. Facilitate technical assistance and billing assistance to dental care providers including RDHAPs regarding maximizing FQHC, CPSP, and/or Denti-Cal reimbursements for care provided</p> <p>35. Coach WIC staff to incorporate key oral health messages to women during pregnant and post-partum classes</p>	<p>Ongoing</p> <p>Ongoing</p>	<p>DHS Perinatal Services Coordinator with support from CAP Dental Manager and St. Joseph's Dental Clinic Staff CHW</p> <p>WIC Manager, CAP Dental Manager, and St. Joseph's Dental Clinic Staff</p>	<p>Pregnant and post-partum women at WIC will receive oral health education via a standard education class(es). Target= 300 women</p>	<p>Increase in FQHC and Provider reimbursements in order to maintain program sustainability</p> <p>Improved understanding of the importance of good oral health for women and their babies as measured by pre and post assessments.</p>

Key Strategies/Activities	Timeline	Person(s) Responsible	Measurable Deliverables [i.e., Process Outputs]	Measurable Program Outcomes
Reporting, Evaluation, And Communications - Required				
1. Collect and maintain detailed data on population(s) served using data tracking system	Ongoing	CAP Dental Manager/ CHW	Duplicated and unduplicated counts of population(s) served to include: <ul style="list-style-type: none"> o #s of pregnant and postpartum women served o #s of providers served o Including race/ethnicity, primary language, and geographic location (are populations served within First 5 targeted zone?) Completed Surveys	Maintains necessity for the program and provides information on demographics and the potential to revise or redirect program services
2. Prepare and submit progress reports in a format approved by First 5, including quarterly and cumulative data summaries with client profiles; final contract-end report must include analysis of survey data to show extent to which outcomes were achieved.	Quarterly and Annually	CAP Dental Manager	Completed Quarterly Progress Reports Aggregate client demographic data summary for FY 2012-2013 due 7/31/2013 Aggregate client demographic data for FY 2013-2014 due 7/31/2014 Aggregate client demographic data for FY 2014-2015 and contract-end data summary (including completed analysis of surveys and report on increase in OH capacity and integration of OH services for perinatal and pregnant women) due with final invoice	Demonstrates program effectiveness and ensures the program requirements are being met and program outcomes are being achieved.

Key Strategies/Activities	Timeline	Person(s) Responsible	Measurable Deliverables [i.e., Process Outputs]	Measurable Program Outcomes
3. Acknowledge the funding and support received from First 5 Sonoma County in all communications with the public about the project or program as directed by the First 5 Sonoma County Communications Guidelines for Funded Programs.	Ongoing	CAP Dental Manager	Not applicable	Not applicable

Exhibit B. Budget**Total Projected Program Budget
September 15, 2012 to June 30, 2015**

	First 5 Funding (\$)	Other Funding (\$)	Total Budget (\$)
I. Personnel			
1.Dental Director	60,030		60,030
2. Community Health Worker	30,696		30,696
3. Admin	4,300		4,300
Benefits	12,459		12,459
Subtotal Personnel	107,485		107,485
II. Operating Expenses			
Occupancy	7,807		7,807
Telecommunications & IT Support	2,265		2,265
Copies & Postage	3,119		3,119
Insurance & Audit	1,667		1,667
SRJC Clinic Vouchers	8,000		8,000
Materials and Supplies: Training costs for CPSP providers and educational materials including laptop for CHW, incentive kits, printing and development costs of triage tool	6,819	ADA Foundation – Samuel Harris Fund 4,500	11,319
Conferences & Registration	200		200
Travel	408		408
Subtotal Operating	30,285	4,500	34,785
Subtotal	137,770	4,500	142,270
Administrative Indirect Costs @ 11.6%	16,854		16,854
Total	154,624	4,500	159,124

FY 12-13
September 15, 2012 – June 30, 2013

	First 5 Funding (\$)	Other Funding (\$)	Total Budget (\$)
I. Personnel			
1. Dental Director (29/hr x 20 hours/week x 38 weeks)	22,040		22,040
2. Community Health Worker (16/hr x 6 hours/week x 38 weeks)	3,648		3,648
Benefits	2,345		2,345
Subtotal Personnel	28,033		28,033
II. Operating Expenses			
Occupancy	1,534		1,534
Telecommunications & IT Support	294		294
Copies & Postage	43		43
Insurance & Audit	465		465
SRJC Clinic Vouchers	4,000		4,000
Materials and Supplies: Training costs for CPSP providers and educational materials including laptop for CHW, incentive kits, printing and development costs of triage tool	1,830	ADA Foundation – Samuel Harris Fund 4,500	6,330
Subtotal Operating	8,166	4,500	12,666
Subtotal	36,199	4,500	40,699
Administrative Indirect Costs @ 11.6%	4,199		4,199
Total	40,398	4,500	44,898

FY 13-14
July 1, 2013 – June 30, 2014

	First 5 Funding (\$)	Total Budget (\$)
I. Personnel		
1. Dental Director (\$29/hr x 15 hours/week x 52 weeks)	22,620	22,620
2. Community Health Worker (\$16/hr x 16 hours/week x 52 weeks)	13,312	13,312
Benefits	3,340	3,340
Subtotal Personnel	39,272	39,272
II. Operating Expenses		
Occupancy	2,340	2,340
Telecommunications & IT Support	468	468
Copies & Postage	66	66
Insurance & Audit	645	645
SRJC Clinic Vouchers	4,000	4,000
Training Materials and Supplies	300	300
Subtotal Operating	7,819	7,819
Subtotal	47,091	47,091
Administrative Indirect Costs @ 11.6%	5,463	5,463
Total	52,554	52,554

FY 14-15
July 1, 2014 – June 30, 2015

Category	Calculation	FY 14-15 Budget (\$)
I. Salaries & Benefits/Personnel		
A. Dental Director	10 hours/week @ 29.00/hour	15,370
B. Community Health Worker	16 hours /week @ 17/hour	13,736
C. Program Analyst	4 hour/week @ 25.00/hour	4,300
D. Benefits		6,774
Subtotal Salaries & Benefits		40,180
II. Operating Expenses		
A. Occupancy- rent		1,206
Occupancy- other		2,727
B. Technology Support		879
C. Copy Costs and Postage		3,010
D. Insurance		257
E. Audit Costs		300
F. Materials and Supplies		4,689
G. Broadband and telecom		624
H. Travel		408
I. Conferences/ registrations		200
Subtotal Operating Expenses		14,300
Subtotal		54,480
Indirect Costs- up to 13.4%		7,192
Total Budget		61,672

Exhibit C. Insurance Requirements

(Template 3)

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

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

1. Workers' Compensation and Employer's Liability Insurance

- a. Required if Contractor has employees.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. 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.
- e. If Contractor currently has no employees, Contractor 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 Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

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- d. **County of Sonoma, its Officers, Agents, and Employees** shall be additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
 - e. The insurance provided to the additional insureds shall 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 the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - h. **Required Evidence of Insurance**
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limits: \$1,000,000 combined single limit per accident.
 - b. Insurance shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall apply to hired and non-owned autos.
 - d. **Required Evidence of Insurance:** Certificate of Insurance.
4. Standards for Insurance Companies
- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
5. Documentation
- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in this exhibit's Sections 1, 2, or 3.
 - 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**
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- 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. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are 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.

6. Policy Obligations

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

7. Material Breach

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



County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: June 17, 2014

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: County Health Plan Audit Services

Recommended Actions:

Authorize the Director of Human Resources to execute a three-year contract with Vavrinek, Trine, Day & Co., LLP for County Health Plan (CHP) Audit Services for a total three-year price of \$85,500.

Executive Summary:

The Human Resources Department requests that the Board authorize the Director of Human Resources to execute an agreement for audit services for the CHP in an amount not to exceed \$85,500 for three years, beginning with the 6/30/13 audit and ending with the 6/30/15 audit.

The CHP is a self-insured medical plan offered to County employees, retirees and specific affiliated entities, and as a self-insured health plan is required to have an independent certified public accountant annually audit its financial statements. The annual audit and resulting report is to ensure compliance with California Health and Safety Code provisions governing self-insured health care service plans, and is required in addition to inclusion in the County's annual Comprehensive Annual Financial Report (CAFR) audit.

All previous CHP audits through 6/30/12 were conducted by the Audit Division of the Auditor-Controller-Treasurer-Tax Collector's (ACTTC) Office. Due to new auditing standards, beginning with the 6/30/13 audit, the ACTTC's Office can no longer issue opinions on the financial statements of funds in the County Treasury or of funds utilizing the County's financial accounting system, due to requirements for a completely independent audit. As a result, Human Resources needs to have an outside audit firm audit

the CHP financial statements.

After considering various options, Human Resources has selected the CPA firm that currently performs the annual audit for the County, and also prepares the CAFR and Single Audit Report. Vavrinek, Trine, Day & Co., LLP was selected through a Request for Proposal (RFP) process in 2013 to provide audit services and is in the second year of a five year contract with the County. Since the RFP process for audit services was recently conducted and the scope of services needed for the CHP audit are the same as those included in the RFP, Human Resources would like use the results of the RFP as a basis for selecting Vavrinek, Trine, Day & Co., to perform the audit services.

With approval of the contract, Vavrinek, Trine, Day & Co, will conduct the FY 12/13, FY 13/14 and FY 14/15 audits for the County Health Plan concurrently with their work on the County’s annual audit. The annual costs for the County Health Plan audit is \$28,500, which is consistent with the costs for the audit work previously provided by the Auditor Controller Treasurer Tax Collector’s office.

Prior Board Actions:

1/29/13 Board approved a five-year audit contract with Vavrenik, Trine, Day & Co., LLP for audit services.

Strategic Plan Alignment Goal 3: Invest in the Future

Contracting with Vavrinek, Trine, Day & Co. would contribute toward the County’s strategic goal of Invest in the Future by employing outside audit services to ensure that the County is minimizing risk and continuing sound fiscal practices.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 28,500		\$
Add Appropriations Req'd.	\$ 0	State/Federal	\$
	\$	Fees/Other	\$ 28,500
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 28,500	Total Sources	\$ 28,500

Narrative Explanation of Fiscal Impacts (If Required):

Costs for these services have been budgeted in the County Health Plan Index 596106, in the Human Resources Self-Insurance ISF. Fees for audit services are included in the 14/15 Proposed Budget.

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



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Brett Williams 565-2296

Supervisorial District(s):

Title: Accela Automation Project

Recommended Actions:

Authorize the Director of Permit and Resource Management Department to execute an agreement with Accela, Inc. for the purchase, implementation, licensing, service, and maintenance of the Accela Automation permit management system for the period of July 1, 2014, through June 30, 2019, in an amount not to exceed \$1,861,240.

Executive Summary:

The Permit and Resource Management Department (PRMD) proposes to implement a new permitting system that will provide improved citizen engagement and customer service, and better tools for staff, particularly for field inspectors. This state of the art system will provide citizens with web based and mobile app services to file complaints, track projects, schedule inspections, view results, receive automated notifications, pay on-line, and, in the future, submit for electronic plan check. For the Board and County staff, the new system will integrate mapping and narrative detail into a single view, create better transparency and accountability, improve information consistency by eliminating the need for shadow systems, and provide reporting capabilities in ad hoc and graphic views. Field staff will replace triplicate and scantron forms with mobile devices that will allow real time, detailed communications among field inspectors, customers and the permit center, and enhancement of PRMD's post disaster inspection and reporting. With the County of Sonoma using this same Accela system as the Cities of Santa Rosa and Petaluma, most land use and permitting information experiences will be similar countywide.

Background

Since its inception, PRMD has used two on-line permitting systems with varying degrees of success. In its inaugural year, 1995, the department instituted a DOS-based Sierra Permits Plus permitting software. Adequate for its day, the Sierra system did not have the ability to update parent parcel information, a vital process in a system where addresses and assessor parcel numbers change constantly. In 2002, PRMD transitioned to a Windows version of Permits Plus. While it represented an improvement over its

Sierra predecessor, Permits Plus has never been an intuitive system. This 12-year old system cannot link mapping and narrative information in a meaningful way and has not been supported by the provider for over three years.

Efforts from without and within the County government have led to this request for a new permitting system. In 2011, The Economic Development Board (EDB) issued its Economic Development Job Plan recommending a new permitting system to improve service delivery to customers. In 2012, PRMD surveyed customers, stakeholders and staff to identify their needs to be built into the new system. In 2013, the Board accepted the EDB and Innovation Council recommendation to procure a new permitting system that was “designed to create a collaborative, customer-centric culture promoting timely, more efficient, and accountable permit processing through new technology.”

In October 2013, the department released a request for proposals that embodied the functional requirements identified by the survey and departmental staff: (1) migrating current historical digital data to the new system; (2) training staff pursuant to best practices in change management; (3) tracking all permitting and project activities through the stages of the relevant lifecycles; (4) providing simple processes for tracking approvals of the various disciplines within the department; (5) providing the public with access to selected data about permits and projects; (6) providing an internet based approach for the public to create simple permits and to make payments on permits and projects; (7) providing opportunities to increase workflow efficiencies; and (8) providing tools for performance measurement metrics. The RFP rating team included department staff, a private consultant who is a land use planner-customer, and a CAO Analyst from the County Administrator’s Office.

Six vendors submitted proposals: Accela, Citizenseve, CRW, PermitSoft, Tyler Technologies and Speridian. Three vendors - Accela, Tyler and CRW – were advanced to the demonstration stage of the process. Accela’s proposal received the highest score based on the following factors: Accela was the only vendor that brought their implementation team to the RFP interview (a requirement of the RFP); and the individuals on the proposed implementation team were identified as former public agency staff that had used Permits Plus extensively before they began implementing Accela Automation, providing critical expertise in migrating data from Permits Plus into Accela Automation. The rating team found that Accela’s proposal best met the key objectives of the RFP, and the identified implementation team demonstrated a good understanding of our business and would succeed in delivering a successful migration and overall implementation. The other vendors did not demonstrate such expertise.

Permitting Management System Implementation

The implementation of the Accela permit management system involves taking a multitude of workflows and milestones and programming them into the new system. To accomplish this objective, staff must extract pertinent information from all subject matter experts within PRMD. Since existing staff are already fully tasked, PRMD requested additional staff through the supplemental changes to the FY 14-15 recommended budget to increase capacity during the implementation. The additional staffing includes 3.0 FTEs (2-year term limited positions) along with funding for an Extra Help Senior Office Assistant. The term limited positions for this project include: 1.0 FTE Administrative Services Officer I; 1.0 FTE Department Information Systems Specialist II (DISS II); and 1.0 FTE Geographic Information Technician II (GIT II); as well as funding for a Senior Office Assistant extra help position. The supplemental budget changes also included a permanent position for a Department Information Systems Manager who will serve as the project lead initially, then transition into providing strategic information systems support

for PRMD related to all of its IT systems, as well as supervision of PRMD IT staff.

This staffing is designed to cover initial implementation staffing needs, with an understanding that a need for additional support staff may be identified as the project progresses (the Accela proposal recommended 5.5 FTEs). Phasing staffing will allow the project team to begin implementation and better identified what additional staff, if any, would best support the project. The DISS II and GIT II positions will support ongoing operational tasks of tech support and systems maintenance that would ordinarily be performed by department staff. This will free department subject matter experts to work with the consultants implementing the system in order to build the required workflows and milestones for a multitude of permit and project types. The ASO I and extra help SOA will be dedicated to the other needs of the implementation including documentation and process management.

Project Cost

Total project cost is \$3,114,096 over five years, assuming no additional staffing is required. Contracts costs, staffing costs, and hardware and ISD costs are be itemized and summarized below.

Contract Costs

The total cost of the Accela contract will be \$1,861,240 over 5 years. This includes the following costs:

1. Software Licensing: \$412,846
2. Implementation services including travel and expenses: \$876,290
3. Software Maintenance for 5 years: \$412,846
4. Contingency - \$159,258 (can only be accessed through a change order signed by PRMD Director)

Staffing Costs

Funding for the three term limited positions identified above and the extra help SOA were considered in the supplemental changes to the budget for fiscal year 14-15. The cost of those positions over the two year term is \$841,199.

Hardware and ISD Costs

The County is hosting the implementation within the County Data Center and has proposed a solution that will be implemented at the Emergency Operation Center to support the disaster recovery processes with which the department is tasked. Hardware costs include servers and computers to host the system, computers for training and for term limited staff, and ISD labor costs for implementing the hosting environments. The total cost over 5 years will be \$411,657.

Funding

The total cost of this project is \$3,114,096 and is funded by the following sources:

1. Permit Activity Reserve/GF Designation (derived from fees): \$1,829,096
2. Department Budget FY14-15 (derived from fees): \$ 500,000
3. Department Tech Enhancement Fee fund (derived from fees): \$ 325,000
4. Transient Occupancy Tax fund: \$ 460,000

Note: Appropriations and funding recommended FY 2014-15 budget for both contract and staff costs are included in the recommended Budget at \$500,000, and in Supplemental changes at \$1,465,318, for a total \$1,965,318.

Prior Board Actions:

January 8, 2013: EDB brought the Sonoma County Innovation Action Council Taskforce recommendations to the BOS recommending procuring a new permitting system for PRMD
November 7, 2000: Board authorized purchase, installation, migration, and maintenance of Windows version Accela Permits Plus
August 2, 1994: Board authorized purchase, installation, and maintenance of DOS based Sierra Permits Plus

Strategic Plan Alignment Goal 3: Invest in the Future

Investing in a new land use permitting system provides for improved efficiency and accountability, contributing to the highest and best use of County facilities and systems. The new system also addresses identified Invest in the Future 2014 Board of Supervisors priorities, contributing to advancing online services and online bill-pay capacity.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,530,963	County General Fund	\$ 1,070,963
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 460,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

The year one contract costs of \$1,530,963 will be funded from the following four sources:
1. In 2012, the Board approved a technical enhancement fee increase. This fee has generated \$325,000 to contribute to this permitting system implementation project.
2. The department's FY 14-15 recommended budget has set aside \$500,000 for this project.
3. A grant of \$460,000 from the Advertising Program was designated to support this project.
4. The remaining funding of \$245,963 for year one of the agreement will be covered by the General Fund Permit Activity Reserve designation, which is also the intended source for the remainder of the contract funding.

The technical enhancement fee, Advertising Program, and Permit Activity funding were all included as supplemental changes to the FY 14-15 budget.

The remaining costs for this project (including a remaining year one cost of \$434,355) will be funded through the designated fund for permitting.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
The action in this item is exclusive for the execution of the Accela agreement. Term limited project positions were requested as part of the FY 2014-15 Supplemental Budget Changes.			
Attachments:			
none			
Related Items "On File" with the Clerk of the Board:			
Accela Agreement			



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: June 17, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Melinda Grosch 707-565-2397

Supervisorial District(s):

First

Title: Land Conservation Act Contract Amendment; Hill/Franco; PLP12-0006

Recommended Actions:

Adopt a Resolution to rescind the existing Type I Land Conservation Act Contract and authorize the Chair of the Board of Supervisors to simultaneously enter into two new Land Conservation Contracts including a Prime contract for 55.69 +/- acres and a Non-Prime contract 40.73 +/- acres as requested by Stephen Hill and Manuel Franco as a condition of approval for Lot Line Adjustment LLA11-0030; 1905 Felder Road and 1912 Speering Road, Sonoma; APN's 142-021-014 & 142-021-008 and 142-021-013.

Executive Summary:

Stephen Hill and Manuel Franco seek approval of Land Conservation contracts for Prime agricultural land (vineyards) and Non-Prime agricultural land (grazing). The Board is requested to adopt a resolution to rescind an existing Prime contract and replace with a new Prime contract for a 55.69 acre parcel and a new Non-Prime contract for a 40.73 acre parcel within Agricultural Preserve 1-239 and authorize the Chair to execute the replacement Land Conservation Contracts and attached Land Conservation Plans.

Location, Zoning and Project Description: The subject parcels are located at the western ends of Sperring Road and Fedler Road, west of Arnold Drive approximately two miles northwest of the intersection of Arnold Drive and Hwy 116 in the Sonoma Valley at 1905 Felder Road and 1912 Speering Road, Sonoma. The parcels resulting from the Lot Line Adjustment approved in 2011 are 40.73 +/- and 55.69 +/- acres.

The Franco property (Lot 1) is addressed as 1905 Felder Road, and has a single family dwelling occupied by the owner, an Agricultural Employee Unit, and a bunk house along with a barn, a hay barn, and a shed, and is served by a private well and septic system. These uses occupy approximately 1.9 +/- acres. On the Franco property, 12.3 +/- acres are planted in vineyards (Pinot Noir) and 26.53 +/- acres are pasture for grazing beef cattle which can support 10 cattle year-round.

The Franco property, APN 142-021-013, is zoned DA (Diverse Agriculture) 40 acre density with the following combining designations: BR (Biotic Resources), Z (Second Unit Exclusion), SR (Scenic

Resources), and VOH (Valley Oak Habitat).

The Hill property (Lot 2), is addressed as 1912 Speering Road, and is developed with a well and 27.86 +/- acres of vineyards (wine grapes) an additional 3 acres of grapes are planned but planting has been delayed due to the drought. The remainder of the parcel - 27.84 +/- acres – is used for pasture which supports 6 beef cattle year-round. There are no structures on this parcel.

The Hill property, APN 142-021-014 and 142-021-008 is zoned DA (Diverse Agriculture 40 acre density with the following combining designations: Z (Second Unit Exclusion), SR (Scenic Resources), and VOH (Valley Oak Habitat).

Background: The Franco parcel Land Conservation Act contract was established in 1977 on an 80 acre parcel. The Hill property was created through a combination of Minor Subdivision and Lot Line Adjustments between the Franco property and the Jackson property directly to the north. These actions resulted in the current configuration. The Land Conservation Act Contract was modified only once in 1998. The Lot Line Adjustment in 2011 had a condition requiring that the Land Conservation Act Contracts be rescinded and replaced with contracts that match the reconfigured parcels and this request will satisfy that condition.

The Board of Supervisors' December 2011 update of the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules") eliminated the distinction between Prime (Type I) and Non-Prime (Type II) Agricultural Preserves. This allows the County to enter into either a Prime or Non-Prime contract in any established Preserve. The subject land at issue here is within an established Preserve (1-239).

Also as part of the update of the Uniform Rules, the County has implemented use of a Land Conservation Plan which is attached to and incorporated into a Land Conservation Contract. A Land Conservation Plan shows locations of various agricultural, open space, permitted, and compatible land uses on contracted land. Future changes to the Land Conservation Plan may be approved by the Director of PRMD and recorded on title of the subject parcel.

On December 6, 2011, the Board of Supervisors approved (Resolution No. 11-60) a Lot Line Adjustment (LLA11-0030) reconfiguring the Hill and Franco parcels. The Lot Line Adjustment included a condition of approval requiring the existing Type I contract be rescinded and replaced with two new contracts in order for each of the two adjusted parcels to be under its own individual contract. The project also includes the request to authorize the Chairman of the Board of Supervisors to sign the two new Land Conservation Contracts.

Replacement Prime Land Conservation Contract (Williamson Act Contract) on land located within an existing Agricultural Preserve:

The Hill and Franco parcels qualify for Land Conservation contracts for the following reasons:

1. Land is within an Agricultural Preserve: The parcels are currently located within an Agricultural Preserve 1-239. No expansion of the existing Agricultural Preserve is necessary.
2. a. Prime farmland: Prime farmland is defined as land planted with fruit- or nut-bearing trees, vines, bushes, or crops which have a nonbearing period of less than five years and meet the

minimum income requirements. The Hill parcel is planted with a relatively new vineyard that has produced the required income for the last two years, and it meets the definition of prime agricultural land.

- b. Non-Prime farmland: Non-Prime farmland is defined as land used for grazing, hay production, rotational crops, and dry farming. Although the Franco parcel is planted in vineyards it is also used for cattle grazing. The overall income from all agricultural uses is not great enough to be considered for a Prime contract.
3. Minimum Parcel Size: The land must be at least 10 acres in size for a Prime Williamson Act contract. The 55.69 acre Hill parcel exceeds the 10-acre minimum parcel size for a new Prime Land Conservation Contract. The land must be at least 40 acres in size for a Non-Prime Land Conservation contract at 40.73 acres the Franco parcel meets the 40-acre minimum.
4.
 - a. Agricultural Use of the Land: Consistent with Uniform Rule 4.2, the Hill parcel is devoted to an agricultural use because 50% of the land is used for prime commercial agriculture. Though 3 acres of the 50% used for prime commercial agriculture have had planting delayed due to drought, the Board nevertheless finds that the property substantially complies with Uniform Rule 4.2, as the remaining land is primarily slopes over 30% in grade and is used for grazing which is a non-prime agricultural use. Historically the grazing has been at times commercial, but is presently noncommercial; and
 - b. Agricultural Use of the Land: Consistent with Uniform Rule 4.2, the Franco parcel is devoted to an agricultural use because 35.5% of the land is planted with a commercial vineyard, which is a prime agricultural use and 55% of the parcel is used for grazing which is a non-prime agricultural use; and
5. Non-Agricultural Compatible Uses: Non agricultural uses of the land must be listed in the Uniform Rules as compatible uses. The Hill parcel is currently undeveloped with any structures but there is a well on-site for irrigation of the vines. The Franco parcel is developed with a residence, an agricultural employee dwelling, a bunk house, a barn, a hay barn, and a storage shed in addition to a well and septic system. All such uses are listed as “compatible uses” in Uniform Rule 8.3. These uses comprise approximately 5% of the parcel’s acreage.
6.
 - a. Minimum Income Requirement: As required by Uniform Rule 4.2, the Hill parcel proposed to be restricted by the Contract presently meets the minimum annual commercial agricultural income requirement of \$1,000.00 per acre gross for vineyard land under a Prime Land Conservation Contract.
 - b. Minimum Income Requirement: As required by Uniform Rule 4.2, the Franco parcel proposed to be restricted by the Contract presently meets the minimum annual commercial agricultural income requirement of not less than \$2,000.00 gross total income per farm operation and \$2.50 gross income per acre of production land under a Non-Prime Land Conservation Contract.
7. Single Legal Parcel Requirement: As required by Uniform Rule 4.2, the lands proposed to be

restricted by the Contracts are single legal parcels. The Hill parcel is presently identified as APN's 142-021-014 and 142-021-008. The Franco parcel is presently identified as APN 142-021-013.

The rescission and replacement of the existing Williamson Act contract with two new contracts only applies to APN's 142-021-014, 142-021-008, and 142-021-013, whereas, an adjacent parcel, APN 142-190-006, under different ownership, but originally placed under the same Williamson Act contract as APN 142-021-008 is not part of this request and will remain under the existing Williamson Act contract (1-239; 3348/917).

Staff Recommendation: Staff recommends the Board of Supervisors approve the request because all of the state and local requirements for Prime and Non-Prime contracts for the two parcels resulting from the Lot Line Adjustment within the existing Agricultural Preserve have been met.

Prior Board Actions:

December 6, 2011: Action Triggering This Contract Amendment: LLA11-0030. Lot Line Adjustment reconfiguring the lands of Hill and Franco.

June 2, 1998: AGP98-0001: Williamson Act Rescind & Replace to include the lands from a Minor Subdivision (PM94-124) and three Lot Line Adjustments (LLA96-0018, LLA97-0042, and LLA97-0109). Neither the Minor Subdivision or the Lot Line Adjustments were previously reviewed by the Board.

February 1, 1978: Board authorized establishment of a Williamson Act Contract over the large parcel (the Jackson parcel, APN 142-190-006) to the north of the subject property. A portion of the Hill's parcel is still under this contract.

February 28, 1977: Board authorized establishment of a Williamson Act Contract over a portion of the subject property.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Land Conservation Contracts support agriculture and agribusiness by assisting in the preservation of agricultural land through the incentive of reduced property taxes in exchange for retaining the land in agricultural production.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

Approval of the replacement Williamson Act contract means that the owners will continue to pay a reduced property tax assessment based upon the value of the agricultural uses rather than the land value under Proposition 13. This results in a reduction in the County’s share of property tax revenue for each parcel under a Williamson Act contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the agricultural crop, and is determined annually by the Assessor’s office. The Board has not requested, and staff does not recommend, evaluating property tax revenue implications on a contract-by-contract basis. Instead, the Board has directed that, as a policy matter, approving new contracts is important to the County’s agricultural economy and outweighs the cost in reduced property tax revenue.

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:

Attachment A: Draft Board of Supervisors Resolution

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

Land Conservation Contract with attached Exhibit A (legal description) and Exhibit B (Land Conservation Plan with attached Site Plan).



County of Sonoma

State of California

Date: June 17, 2014

Item Number: _____

Resolution Number: _____

Staff: Melinda Grosch

File Number: PLP12-0006

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Request By Stephen Hill and Manuel Franco To Rescind And Replace A Type I Williamson Act Contract With Two New Land Conservation Act (Williamson Act) Contracts On Two Parcels And Authorize The Chair Of The Board Of Supervisors To Sign Two New Contracts To Satisfy Conditions Of Approval For A Previously Approved Lot Line Adjustment (LLA11-0030) On Property Located At 1915 Sperring Road and 1905 Felder Road, Sonoma; APN's 142-021-014, 142-021-008, and 142-021-013.

Whereas, the applicants, Hill and Franco, filed an application to rescind and replace an existing Type I Williamson Act contract with two new contracts on two parcels, 55.69 +/- acres and 40.73 +/- acres in size, and authorize the Chair of the Board of Supervisors to sign two new contracts to satisfy conditions of approval for a previously approved Lot Line Adjustment (LLA11-0030) on property located at 1915 Sperring Road and 1905 Felder Road, Sonoma; APN's 142-021-014, 142-021-008, and 142-021-013; Supervisorial District 1; and

Whereas, on December 6, 2011, the Board of Supervisors approved by Resolution No. 11-60 a Lot Line Adjustment (LLA11-0030) reconfiguring the Hill and Franco parcels. The Lot Line Adjustment was approved and it was determined that it complies with Government Code Section 51257(a) pertaining to land under an existing California Land Conservation contract, referred to as a Williamson Act Contract, because (1) each parcel will have a contract period of at least 9 years; (2) the resulting parcels would be large enough to sustain continued agricultural use, (2) each parcel meets or exceeds the minimum lot size, (3) each parcel meets or exceeds the minimum income requirements for a commercial agricultural operation, and (4) the Lot Line Adjustment would not result in residential development that is not incidental to the agricultural operation; and

Whereas, a condition of approval for Lot Line Adjustment LLA11-0030 requires the rescission of the existing Type I contract and replacement with two new contracts reflecting the two adjusted parcels resulting from the Lot Line Adjustment; and

Whereas, Section 15317 Class 17 of the California Code of Regulations provides that the renewing of Williamson Act Contracts are exempt from the California Environmental

Quality Act; and

Whereas, on December 13, 2011, the Board of Supervisors adopted the updated *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* (Uniform Rules) (Resolution No. 11-0678); and

Whereas, consistent with the *Uniform Rules*, County Counsel has revised the Land Conservation Contract form, which now incorporates a Land Conservation Plan identifying the various uses of the contracted land. Future changes to identified land uses require amendment of the Land Conservation Plan. The Board, pursuant to Resolution No. 11-0678, has authorized the Director of PRMD to approve amendments to executed Land Conservation Plans; and

Whereas, the Board of Supervisors finds the inclusion of the subject properties in separate Williamson Act Contracts to be consistent with the Sonoma County General Plan and the applicable provisions of state law; and

Now, Therefore, Be It Resolved the Board of Supervisors finds that the above recitals are true and correct.

Be It Further Resolved that the Board of Supervisors makes the following findings consistent with County-adopted Rules and Regulations for Administration of Agricultural Preserves and Williamson Act requirements for new Land Conservation Contracts for each parcel:

1. Land is within an Agricultural Preserve: The parcels are currently located within an Agricultural Preserve 1-239. No expansion of the existing Agricultural Preserve is necessary; and
2. a. Prime farmland: Prime farmland is defined as land planted with fruit- or nut-bearing trees, vines, bushes, or crops which have a nonbearing period of less than five years and meet the minimum income requirements. The Hill parcel is planted with a relatively new vineyard that has produced the required income for the last two years, and it meets the definition of prime agricultural land.

b. Non-Prime farmland: Non-Prime farmland is defined as land used for grazing, hay production, rotational crops, and dry farming. Although the Franco parcel is planted in vineyards it is also used for cattle grazing. The overall income from all agricultural uses is not great enough to be considered for a Prime contract.
3. Minimum Parcel Size: The land must be at least 10 acres in size for a Prime Williamson Act contract. The 55.69 acre Hill parcel exceeds the 10-

acre minimum parcel size for a new Prime Land Conservation Contract. The land must be at least 40 acres in size for a Non-Prime Land Conservation contract and the 40.73 acre Franco parcel meets the 40-acre minimum.

4. a. Consistent with Uniform Rule 4.2, the Hill parcel is devoted to an agricultural use because 50% of the land is used for prime commercial agriculture. Though 3 acres of the 50% used for prime commercial agriculture have had planting delayed due to drought, the Board nevertheless finds that the property substantially complies with Uniform Rule 4.2, as the remaining land is primarily slopes over 30% in grade and is used for grazing which is a non-prime agricultural use. Historically the grazing has been at times commercial, but is presently noncommercial; and
- b. Consistent with Uniform Rule 4.2, the Franco parcel is devoted to an agricultural use because 35.5% of the land is planted with a commercial vineyard, which is a prime agricultural use and 55% of the parcel is used for grazing which is a non-prime agricultural use; and
5. Non-Agricultural Compatible Uses: Non agricultural uses of the land must be listed in the Uniform Rules as compatible uses. The Hill parcel is currently undeveloped with any structures but there is a well on-site for irrigation of the vines. The Franco parcel is developed with a residence, an agricultural employee dwelling, a bunk house, a barn, a hay barn, and a storage shed in addition to a well and septic system. All such uses are listed as "compatible uses" in Uniform Rule 8.3. These uses comprise approximately 0.5% of the parcel's acreage.
6. a. As required by Uniform Rule 4.2, the Hill parcel proposed to be restricted by the Contract presently meets the minimum annual commercial agricultural income requirement of \$1,000.00 per acre gross for vineyard land under a Prime Land Conservation Contract; and
- b. As required by Uniform Rule 4.2, the Franco parcel proposed to be restricted by the Contract presently meets the minimum annual commercial agricultural income requirement of not less than \$2,000.00 gross total income per farm operation and \$2.50 gross income per acre of production land under a Non-Prime Land Conservation Contract; and
7. As required by Uniform Rule 4.2, the lands proposed to be restricted by the Contracts are single legal parcels. The Hill parcel is presently identified as APN's 142-021-014 and 142-021-008. The Franco parcel is presently identified as APN 142-021-013; and

8. The rescission and replacement of the existing Williamson Act contract with two new contracts only applies to APN's 142-021-014, 142-021-008, and 142-021-013, whereas, an adjacent parcel, APN 142-190-006, under different ownership, but originally placed under the same Williamson Act contract as APN 142-021-008 is not part of this request and will remain under the existing Williamson Act contract (1-239; 3348/917)

Be It Further Resolved that the Board of Supervisors finds the requested action categorically exempt from the California Environmental Quality Act pursuant to Section 15317, of the State CEQA Guidelines, which provides that executing a new Land Conservation Act Contract is exempt from the California Environmental Quality Act.

Be It Further Resolved that the Board of Supervisors hereby grants the request by Hill and Franco by approving rescission of the existing Type I contract and simultaneous replacement of that contract with a new Prime Land Conservation Contract and attached Land Conservation Plan, to restrict the 55.69 +/- acre parcel located at 1915 Speering Road, Sonoma, APN's 142-021-014 & 142-021-008 and the 40.73 +/- acre parcel located at 1905 Felder Road, Sonoma, APN 142-021-013; and

Be It Further Resolved that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the Land Conservation Contracts and attached Land Conservation Plans.

Be It Further Resolved that the Clerk of the Board of Supervisors is hereby instructed to record within 20 days and no later than December 31, 2014 (1) this Resolution and (2) the associated Land Conservation Contracts and attached Land Conservation Plans with the Office of the Sonoma County Recorder; and

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

Resolution #
June 17, 2014
Page 5

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 17, 2014

Vote Requirement: 4/5

Department or Agency Name(s): Probation Department and County Administrator's Office

Staff Name and Phone Number:

Robert Ochs, Probation: 565-2732
Mary E. Booher, CAO: 565-3779

Supervisorial District(s):

Countywide

Title: Public Safety Realignment Plan for Fiscal Year 2014-15

Recommended Actions:

Approve the Community Corrections Partnership's recommended Public Safety Realignment Plan for Fiscal Year 14-15 (Year 4).

Executive Summary:

The purpose of this report is to present for the Board's approval the Sonoma County Community Corrections Partnership's (CCP) recommended AB 109 Public Safety Realignment Plan for Fiscal Year (FY) 14-15 (Year 4). The full plan, which was unanimously approved by the CCP on March 31, 2014, is attached for reference. The Year 4 plan contains the following supplemental information: an overview of the Public Safety Realignment Act legislation; the CCP's planning process and objectives; AB 109 population data; the State's funding allocation methodology; and descriptions of all recommended programs and services. The CCP's Year 4 budget includes Full-Time Equivalent (FTE) position allocations and/or funding for the following departments: Sheriff's Office, Probation, Department of Health Services, Human Services Department, District Attorney's Office, Public Defender's Office, County Counsel, and Information Systems. The plan also includes funding for local law enforcement agencies, the Sonoma County Office of Education, and the Superior Court of California, County of Sonoma. The FY 14-15 Public Safety Realignment Plan promotes evidence-based programming and upstream investments, which is consistent with prior year plans, and also aligns with the overall strategic goals, guiding principles, and recommendations of Sonoma County's 2010 Criminal Justice Master Plan.

Significant CCP Plan Changes for FY 14-15

The CCP's plan for FY 14-15 continues all activities funded during FY 13-14, with a few significant changes. The CCP added two new programs: a Sheriff's Office Department Analyst to provide administrative and analytical support, and a new restorative justice reentry program to help incarcerated offenders reintegrate into the community. The CCP also adjusted funding for several

existing programs, based on projected need. Funding for the second North County Detention Facility Jail Unit has been removed from the program budget; however, AB 109 contingency reserve funds may be requested at a later date should the unit need to be re-opened. Another change to the CCP's plan entails transitioning the operation of the Day Reporting Center (DRC) from the current contractor to the Probation Department, effective November 2014, as originally recommended in the 2010 Criminal Justice Master Plan. Under the new program model, Probation will partner with the Sheriff's Office, Department of Health Services, Human Services Department, and the Sonoma County Office of Education, to operate the DRC. The new DRC will focus on seamless, offender-engaged reentry service coordination that begins in custody, continues through supervision, and transitions the offender to ongoing community-based support and services when supervision ends. Case coordination within the center will be led by each offender's Probation Officer in collaboration with service partners. The CCP believes a Probation-operated DRC will more-effectively accomplish the original intent of the Criminal Justice Master Plan and the Public Safety Realignment Plan.

Sonoma County FY 14-15 AB 109 Revenue

The CCP's recommended FY 14-15 budget for Public Safety Realignment assumes Sonoma County will receive state revenues amounting to **\$13,930,418**. Of the total known anticipated revenues for FY 14-15, the CCP recommends allocating **\$12,274,697** to fund Year 4 programs and services. The remaining surplus of \$1,655,720 (equal to 12% of available revenues) will be held as a contingency reserve.

	FY 11-12	FY 12-13	FY 13-14	FY 14-15
Main AB 109 Subaccount	\$3,240,428	\$9,027,459	\$10,698,219	\$8,920,655
Planning (One-time)	\$378,650	\$150,000	\$150,000	\$150,000
DA/PD Subaccount	\$116,154	\$136,028	\$159,321	\$147,209
Main AB 109 Growth	\$0	\$526,222	TBD	TBD
DA/PD Growth	\$0	\$54,039	TBD	TBD
Prior Year Rollover	\$0	\$1,317,765	\$3,881,744	\$4,712,554
Total Revenue	\$3,735,232	\$11,211,513	\$14,889,283	\$13,930,418
Less Expenditures	(\$2,417,468)	(\$7,329,769)	(\$10,176,729)	(\$12,274,697)
Net Surplus/(Deficit)	\$1,317,765	\$3,881,744	\$4,712,554	\$1,655,721
<i>Recommended CCP Budget</i>	<i>\$3,361,500</i>	<i>\$9,552,756</i>	<i>\$12,524,548</i>	<i>\$12,274,697</i>

Overview of FY 14-15 AB 109 Programs & Services

Program Category	Continuing Efforts	Scope Changes	New Programs	Budget (\$)
Administration	<ul style="list-style-type: none"> ▪ Probation Dept Analyst 	<ul style="list-style-type: none"> ▪ None. 	<ul style="list-style-type: none"> ▪ Sheriff's Office Dept Analyst 	274,451
Community Supervision	<ul style="list-style-type: none"> ▪ Probation AB 109 Supervision Units ▪ Offender Needs Fund ▪ AB 109 Detective 	<ul style="list-style-type: none"> ▪ Add Family Justice Center Costs for Probation 	<ul style="list-style-type: none"> ▪ None. 	2,248,322
Custody	<ul style="list-style-type: none"> ▪ NCDF Jail Unit ▪ Specialized Emergency 	<ul style="list-style-type: none"> ▪ 2nd NCDF Jail Unit moved to 	<ul style="list-style-type: none"> ▪ None. 	1,553,681

	Response Training	contingency		
In-Custody Programming	<ul style="list-style-type: none"> ▪ Jail Programs ▪ Inmate Programs Sergeant ▪ Starting Point ▪ In-custody Mental Health Services ▪ PC 1370 Restoration Services ▪ Inmate Assessments 	<ul style="list-style-type: none"> ▪ Starting Point expanded to add more Moral Reconciliation Therapy and Anger Management classes. 	<ul style="list-style-type: none"> ▪ None. 	1,463,096
Out-of-Custody Programming & Detention Alternatives	<ul style="list-style-type: none"> ▪ Day Reporting Center ▪ GED Prep and Testing ▪ Transitional Housing ▪ Community Mental Health Services ▪ Domestic Violence Programming ▪ Alcohol and Other Drug Substance Use Disorder Services (Specialist & Contracts) ▪ Employment and Eligibility Service ▪ Business Representative ▪ General Assistance ▪ DUI Treatment Court ▪ Electronic Monitoring 	<ul style="list-style-type: none"> ▪ Responsibility for operating the DRC will transition from the current contractor to the Probation Department effective 11/15/2014. The DUI Treatment Court approved by the CCP midway through FY 2013-14 will now be funded for a full 12 months. 	<ul style="list-style-type: none"> ▪ Restorative Justice Reentry Program 	4,035,843
Parole Revocation Hearings Support	<ul style="list-style-type: none"> ▪ DA Case Prosecution ▪ DA Legal Processor ▪ Public Defender Investigator ▪ PD Parole Investigations Attorney. 	<ul style="list-style-type: none"> ▪ DA Victim Witness Advocate replaced by a Legal Processor 	<ul style="list-style-type: none"> ▪ None. 	473,491
Data Management	<ul style="list-style-type: none"> ▪ Programming Support ▪ Data Evaluation & Analysis Consultant 	<ul style="list-style-type: none"> ▪ Evaluation budget increased based on updated outcome evaluation scope. 	<ul style="list-style-type: none"> ▪ None. 	224,990
Pre-Trial Services	<ul style="list-style-type: none"> ▪ Sheriff Classification Staff ▪ Probation Supervision Staff ▪ Pre-Trial Consultant ▪ Electronic Monitoring 	<ul style="list-style-type: none"> ▪ Reduced Sheriff Classification staff ▪ Added Probation supervision staff ▪ Increased Electronic Monitoring budget. ▪ Add 1x for building renovations. 	<ul style="list-style-type: none"> ▪ None. 	1,616,352
Other Programs	<ul style="list-style-type: none"> ▪ Joint Ops Support ▪ Legal Support ▪ DA Gang Taskforce Investigator. 	<ul style="list-style-type: none"> ▪ CCP Consulting budget removed. ▪ DA Taskforce Investigator funding 	<ul style="list-style-type: none"> ▪ None 	384,471

	▪ Mental Competency Assessments	reduced from 1.0 FTE to 0.5 FTE.		
TOTAL FY 14-15 BUDGET				12,274,697

Prior Board Actions:

- 1) 6/04/2013: The Board approved the CCP's FY 13-14 Realignment Plan.
- 2) 7/31/2012: The Board approved the CCP's FY 12-13 Realignment Plan and associated budget.
- 3) 11/1/2011: The Board approved the CCP's FY 11-12 Interim Realignment Plan and budget.
- 4) 8/16/2011: The Board approved initial amendments to both the Sheriff's and Probation's position allocation lists to add staff in anticipation of Realignment.

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

The CCP's FY 14-15 Realignment Plan aligns with the County's over-arching strategic goal of promoting a safe, healthy, and caring community. The Realignment Plan includes continued funding for a jail unit to maintain capacity commensurate with need, plus additional community supervision resources to effectively monitor offenders in the community. The CCP's plan includes innovative public safety programs, such as Pre-Trial Services, which strive to improve efficiency and effectiveness of the criminal justice system. The CCP's plan also includes funding for programs, such as Electronic Monitoring, which provide cost-effective detention alternatives. The CCP's plan funds a variety of programs that invest upstream in health, education, and human services. These services help address offenders' needs, bolster their skills, improve their employment prospects, and foster integration into the community.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 12,274,697	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 9,217,864
Contingency Reserve	\$ 1,655,721	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 4,712,554
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 13,930,418	Total Sources	\$ 13,930,418

Narrative Explanation of Fiscal Impacts (If Required):

All County departments with AB 109-funded programs incorporated their portion of the Realignment Year 4 budget into their respective FY 14-15 departmental budgets. Sonoma County's FY 14-15 Main AB 109 Subaccount allocation is unknown at this time, pending a decision from the State Department of Finance. In FY 13-14, Sonoma County received an allocation equal to 1.07% of the statewide budget. For FY 14-15, the CCP conservatively estimates a .96% allocation from the State. The final revenue adjustments for FY 14-15 will be presented to your Board as part of the 1st Quarter Consolidated Budget Adjustment process.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Refer to staffing explanation below.	n/a	n/a	n/a
Narrative Explanation of Staffing Impacts (If Required):			
<p>All County departments with AB 109-funded activities included their requested positions in their respective FY 14-15 departmental budget submissions. For FY 14-15, the CCP recommends funding for 60.70 Full-Time Equivalent (FTE) positions—net increase of 10.45 FTEs from FY 13-14—as follows: (1) add 1.0 FTE Sheriff Department Analyst; (2) add 9.0 FTE positions to staff the Probation-operated Day Reporting Center; (3) add 0.45 FTE AODS Counselor to staff the expanded Starting Point program; (4) add 2.0 FTE Probation Officers to staff pre-trial supervision upon full implementation; and (5) remove 2.0 FTE Correctional Deputies to better align with pre-trial assessment needs upon full implementation.</p>			
Attachments:			
County of Sonoma Community Corrections Partnership Recommended Public Safety Realignment Plan for Fiscal Year 2014-15 (Year 4)			
Related Items “On File” with the Clerk of the Board:			
None			

County of Sonoma Community Corrections Partnership

Assembly Bills 109/117

**Recommended Public Safety Realignment
Implementation Plan**

Fiscal Year 2014-15 (Year 4)

May 28, 2014



Prepared by:

Sonoma County's Community Corrections Partnership

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1 EXECUTIVE SUMMARY

This document presents the Sonoma County Community Corrections Partnership's (CCP) AB 109 Public Safety Realignment Implementation Plan for Fiscal Year 2014-15 (Year 4), covering the 12-month period from July 1, 2014 through June 30, 2015. Sections 2 through 4 provide broad context for this Year 4 plan by describing the legislation, local planning efforts, objectives, and AB 109 population statistics. Sections 5 through 7 address the State's budget allocations for Public Safety Realignment, Sonoma County's AB 109 program budget, and the specific programs and services recommended by the CCP.

Section 2 of this plan provides a brief synopsis of the October 2011 Public Safety Realignment Act legislation, which consists of Assembly Bill 109 and associated trailer bills. This section describes the three primary groups of adult offenders in California affected by AB 109: (1) Post-Release Community Supervision offenders; (2) individuals sentenced to jail and/or mandatory supervision pursuant to Penal Code 1170(h); and (3) State parole violators serving revocation terms in local jail. Following the legislative overview, Section 3 describes the ongoing planning efforts of the local CCP to develop a plan for Sonoma County to address the mandates of the Public Safety Realignment Act. This section includes a high-level history of the CCP's planning process and associated Board of Supervisors actions. This section provides insights into the guiding principles, strategic framework, and objectives adhered to by the CCP in developing its annual Public Safety Realignment Implementation Plans for Fiscal Years 2011-12 (Year 1), FY 2012-13 (Year 2), FY 2013-14 (Year 3), and the current recommendation for FY 2014-15 (Year 4). Section 4 of the plan delves into the impact of AB 109 on the local criminal justice system. This section provides statistics regarding the number of the realigned offenders in Sonoma County and their composition. This section also addresses past and future AB 109 population trends.

All programmatic and budgetary recommendations made by the CCP take into account the anticipated revenues that Sonoma County will receive from the State to implement AB 109 programs and services. Section 5 addresses the State of California's overall budget for Public Safety Realignment for Fiscal Year 2014-15, and details the methodology used to determine Sonoma County's revenue allocation. The last two sections of this plan describe the individual programs and services that comprise the CCP's recommended Year 4 plan and budget. The individual programs are grouped into the following nine (9) major categories: Administration, Community Supervision, Custody, In-custody Programming, Out-of-Custody Programming and Detention Alternatives, Parole Revocation Hearings Support, Pre-trial Services, Data Management, and Other Programs. Section 6 provides a high level overview of the CCP's budget by major program, and briefly describes programs continued from prior years, scope changes to continuing efforts, and new programs for FY 2014-15. Section 7 contains detailed descriptions for all programs and services recommended by the CCP. Each program narrative includes an overview, description of scope changes (if applicable), and an estimated budget.

The CCP's recommended Public Safety Realignment Implementation Plan for FY 2014-15 augments its prior year plans, strives to achieve stated objectives, and represents both a synergistic and balanced approach to addressing the challenges of Realignment. The CCP recognizes that this implementation plan will continue to evolve and be refined in future fiscal years to meet new changes and challenges.

2 LEGISLATION OVERVIEW

The Public Safety Realignment Act (Assembly Bill 109) took effect October 1, 2011, and mandated sweeping changes to California's criminal justice systems. AB 109 shifted the responsibility for managing select adult offenders in California from the State to each of the 58 counties. AB 109 applies to three major groups of offenders. The first group, known as the Post-Release Community Supervision population (PRCS), consists of offenders incarcerated for offenses classified as non-violent and non-serious, and excludes high risk sex offenders, third-strike offenders, and mentally disordered offenders. No inmates currently in state prison will be transferred to county jails, and no state prison inmates will be released early. The second group consists of so-called "non-non-non" offenders. The Realignment Act changed the penal code and sentencing laws so that offenders whose current or past offenses are non-violent, non-serious, or non-sex related, will serve their sentences locally pursuant to Penal Code section 1170(h). Local sentences include combinations of county jail detention, mandatory supervision by Probation, and a variety of detention alternatives. The third group consists of state parole and probation violators that will serve their revocation terms in county jail instead of state prison. The statutes place a high-value on evidence-based practices to reduce recidivism among offenders.

After passage of AB 109, the State Board of Parole Hearings initially retained responsibility for parole revocation hearings; however, that changed starting July 1, 2013, at which time the parole revocation process became a local court-based process. Local courts in Sonoma County, rather than the Board of Parole Hearings, now function as the designated authority for determining revocations. Under this new arrangement, only offenders previously sentenced to a term of life can be revoked to state prison instead of local jail. The Board of Parole Hearings continues to conduct the following: parole consideration for lifers; medical parole hearings; mentally disordered offender case hearings; and sexually violent predator case hearings.

In November 2012, California voters passed Proposition 30, titled "Sales and Income Tax Increase (2012)". Proposition 30 imposed new taxes and also added Section 36 to Article XIII of the California Constitution, which guarantees future funding to the counties for Public Safety Realignment.

3 CCP PLANNING PROCESS & OBJECTIVES

The Public Safety Realignment Act expanded the role and purpose of each county's local Community Corrections Partnership (CCP) committee, previously established under SB 678, to lead planning efforts associated with Realignment. AB 117 requires the CCP's Executive Committee to prepare an annual AB 109 Implementation Plan to enable each county to meet the goals of the legislation. Sonoma County's Realignment Plan must be approved by the Board of Supervisors before State funding can be allocated to local law enforcement and other county justice agencies. As required by the legislation, Sonoma County's CCP leads local planning efforts. The Chief Probation Officer chairs the committee, and the voting membership (executive committee) includes: the District Attorney, Sheriff, Public Defender, Director of Behavioral Health, Sonoma Superior Court Executive Officer, and Sebastopol Chief of Police. **Exhibit A** contains a full membership roster for the CCP as of May 2014.

On November 1, 2011, the Board of Supervisors approved the CCP's recommended Interim Public Safety Realignment Implementation Plan for FY 2011-12 (Year 1), which delineated the County's response for meeting the mandates of the Public Safety Realignment Act. From November 2011 through July 2012, the CCP and its sub-committees continued planning efforts and conducted twelve meetings focused on: (1) exploring new programming and detention alternatives (such as pre-trial services); (2) identifying and prioritizing data collection and analysis work; and (3) developing the recommended FY 2012-13 plan and budget. Following Board of Supervisors approval of the FY 2012-13 plan and budget in July 2012, between August 2012 and March 2013, the CCP reconvened monthly to address a variety of topics, such as proposals for use of contingency reserve funds. Several meetings focused on implementation of the crucial Pre-Trial Services program. The CCP also discussed preliminary data collection and reporting efforts by Probation, with recognition that outcome measures would be decided upon at a later date.

The Board of Supervisors approved the Public Safety Realignment Plan for FY 2012-13 (Year 2) on July 31, 2012. The Year 2 plan built upon the FY 2011-12 accomplishments and also introduced new program elements to enhance services. For FY 2012-13, the County allocated funding to continue core programs and services needed to accommodate AB 109 offenders, such as: a jail unit to house the AB 109 inmates; a dedicated Probation unit built on an enhanced, intensive supervision model; electronic monitoring and other detention alternatives; substance use disorder treatment; employment services; and mental health services for offenders both in the jail and in the community. The Year 2 plan promoted evidence-based programming and upstream investments, consistent with the guiding principles and recommendations of Sonoma County's Criminal Justice Master Plan (CJMP). During FY 2012-13, County departments began implementing several programs and initiatives under Realignment that were previously recommended in the CJMP: expansion of the Day Reporting Center (DRC); a comprehensive Pre-Trial Services program; inmate assessments to guide targeted programming; cognitive behavioral programming in-custody; mental health evaluation and services; substance abuse treatment; employment testing and job search assistance; and general education classes.

The Board of Supervisors approved the CCP's recommended Public Safety Realignment Plan for FY 2013-14 (Year 3) on June 4, 2013. The Year 3 plan included all programs and services implemented in prior years, and new programs designed to meet legislative mandates (i.e., transfer of parole revocation hearings to local jurisdictions), and other identified needs. The Year 3 budget included Full-Time Equivalent (FTE) position allocations and/or funding for the following Sonoma County departments: Sheriff, Probation, Health Services, Human Services, District Attorney, Public Defender, County Counsel,

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and Information Systems. The approved plan also included funding allocations for local law enforcement agencies, the Sonoma County Office of Education, and the Superior Court of California, Sonoma County.

Starting in January 2014, the CCP initiated planning efforts to develop the FY 2014-15 Public Safety Realignment Plan (Year 4) and its associated budget. The CCP reactivated its Detention Alternatives and Programming subcommittee and tasked it with soliciting new program proposals, service recommendations, and other inputs from various community stakeholders. The CCP and its Detention Alternatives subcommittee collaborated closely with—and received direct inputs from—the following departments: Probation, Sheriff, Health Services, Human Services, County Counsel, District Attorney, Public Defender, and Information Systems. Additionally, community-based organizations were invited to participate in the CCP and subcommittee meetings and to submit proposals for new programs. Through collaboration and active participation in the planning process, these stakeholders helped shape the decisions and recommendations of the CCP.

From February 2014 through March 2014, the CCP conducted a series of budget-focused meetings. On March 31, 2014, the CCP voted unanimously in favor of approving the recommended Realignment Plan and associated budget for FY 2014-15. The CCP's recommended programs and services fall under the following major categories: community supervision, jail operations, in-custody programming and treatment, detention alternatives, out-of-custody programming and treatment, parole revocation hearings support, pre-trial services, data management, and administration. Consistent with prior year plans, the CCP's Year 4 Plan aims to achieve the following objectives:

Sonoma County CCP Public Safety Realignment Implementation Plan Objectives

1. Reduce recidivism amongst offenders to enhance public safety.
2. Promote evidence-based programming and upstream investments in health, education, and human services to decrease the need for (and costs of) enforcement, prosecution, and incarceration.
3. Fund programs that align with both Sonoma County's over-arching strategic goals of enhancing public safety and investing in the future, and with the tenets of the County's Criminal Justice Master Plan.
4. Minimize use of jail beds through utilization of detention alternatives, in a manner that is consistent with public safety, and maintains the integrity of the criminal justice system.
5. Provide programming for offenders both in-custody, as well as out-of-custody, and use validated risk assessments to inform programming decisions and ensure continuity.
6. Implement a Day Reporting Center to serve as the central point of evidence-based programming to help offenders reintegrate back into the community.

FY 2014-15 Public Safety Realignment Implementation Plan

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Given the importance of meaningful analysis of the impact of State Realignment, the CCP recognizes that investing in the establishment of outcome reporting will be a high priority. During FY 2013-14, the CCP tasked its Data Management and Evaluation Subcommittee with developing a more robust outcome data reporting structure. The Data Management and Evaluation Subcommittee co-chairs lead the County's effort to develop outcome measures for AB 109. The effort involves determining which outcome measures to report, in addition to creating a plan for data collection and management. The Subcommittee's project charter includes four primary phases: (1) creating a methodology for evaluating effectiveness of funded programs and services; (2) determining which outcome measures to report; (3) developing a plan for data collection and management; and (4) creating the reporting processes by which the accepted outcomes may be reported on a regular basis.

The subcommittee completed the first two phases of its charter during FY 2013-14. The subcommittee worked with stakeholder agencies to develop a high-level system logic model for the CCP's funded programs. The over-arching system logic model describes inputs, activities, and system impacts, as well as defining short-term, intermediate, and long-term outcomes. The subcommittee also created individual program logic models for all funded programs and services that can be measured using defined outcomes. Each program logic model details: assumptions, planned resources, planned activities, planned outputs, short-term outcomes, mid-term outcomes, long-term outcomes, and system impacts. During FY 2014-15, the subcommittee will further its data collection and evaluation work as follows: (1) refine the County's existing logic models; (2) develop an outcome evaluation plan based on finalized logic models; (3) conduct a gap analysis of current data collection systems relative to future reporting needs; (4) generate a plan for data collection and management; (5) produce an initial prototype outcome evaluation report; and (6) create reporting processes whereby County personnel can generate future reports on a recurring basis. The subcommittee's AB 109 evaluation efforts will be linked to the County's effort to update the Criminal Justice Master Plan in 2015. By linking the two activities, the County will maximize personnel and financial resources, and ensure deliverables and goals are mutually beneficial to both efforts.

Throughout the planning process, the CCP leveraged the organizing principles of the County's 2010 Criminal Justice Master Plan (CJMP) as a foundation for its Public Safety Realignment Plan. The CCP's Plan for Year 4 promotes evidence-based programming and upstream investments, which aligns closely with the overall strategic goals, guiding principles, and recommendations articulated in Sonoma County's earlier CJMP. Some of the CJMP's key recommendations, such as implementation of an Early Case Resolution (ECR) Court, were accomplished prior to Realignment; however, many recommendations from the CJMP could not be adequately addressed prior to 2011, due to lack of available funding. The CCP recognized that the additional revenue from AB 109 Realignment could help the County start implementing many of the key recommended programs cited in the CJMP. The CCP developed a Realignment Plan that not only addresses the impact and needs of realigned offenders in Sonoma County, but also focuses on broader improvements to Sonoma County's criminal justice system, in accordance with vision and recommendations of the CJMP. Since October 2011, many of the programs and services funded by the CCP have benefited not only the core AB 109 population, but also the following populations: high-risk felony probationers; participants in the DUI Treatment Court; individuals under Supervised Own Recognizance; low-risk inmates serving day-for-day jail alternatives under secure electronic confinement; general population inmates participating in jail programming; individuals participating in Supervised Adult Crews; and defendants requiring mental health assessments

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and/or treatment during the trial process pursuant to P.C. 1368 and P.C. 1370. Pre-Trial Services will further expand the reach of the CCP's Plan by impacting all defendants booked into the jail.

The CJMP recommended several programs and initiatives that were subsequently implemented as part of the CCP's Realignment Plan: a new Day Reporting Center (DRC); a comprehensive Pre-Trial Services program; inmate assessments to guide targeted programming; cognitive behavioral programming in-custody; use of an objective risk-assessment instrument and targeting of higher-risk offenders; programming and treatment continuity in and out of custody; mental health evaluation and services; substance abuse treatment; employment testing and job search assistance; general education and literacy classes; and life skills classes. Of these programs, the DRC and Pre-Trial Services are considered to be two major initiatives. Establishment and continued operation of the DRC is consistent with the guiding principles of the CJMP, which recommended that the County develop a DRC as a non-residential correctional option. The DRC opened in January 2012 and serves as the central point of evidence-based programming and structure for PRCS, Mandatory Supervision, and felony offenders in the community. Pre-Trial Services constitutes a core system function by: providing universal front-end screening for all persons booked into jail, supporting jail management, reducing pre-trial failure, and facilitating efficient case processing.

The confluence of the County's own strategic initiatives, and those of AB 109 Realignment, provided the CCP with a unique opportunity to develop a plan that achieves shared strategic goals and further improves Sonoma County's progressive criminal justice system.

4 AB 109 LOCAL POPULATION STATISTICS

4.1 AB 109 Population Trends

The state began releasing PRCS offenders to the supervision of Sonoma County Probation starting October 1, 2011, and will continue to release PRCS offenders as they become eligible. The State originally projected that, at full implementation (3 to 4 years into Realignment), Sonoma County would have approximately 416 additional offenders in the local system at any point in time, including offenders supervised in the community, and those incarcerated in county jail. As of March 31, 2014, Sonoma County had a combined total of 542 active realigned offenders in its criminal justice system—nearly 30% higher than CDCR’s original population projection for full implementation: 219 PRCS under active community supervision (excluding administrative caseloads); 105 offenders under active 1170(h) Mandatory Supervision by Probation; 211 inmates serving their 1170(h) sentence in the County Detention Facilities; and 7 inmates serving parole violation terms in jail:

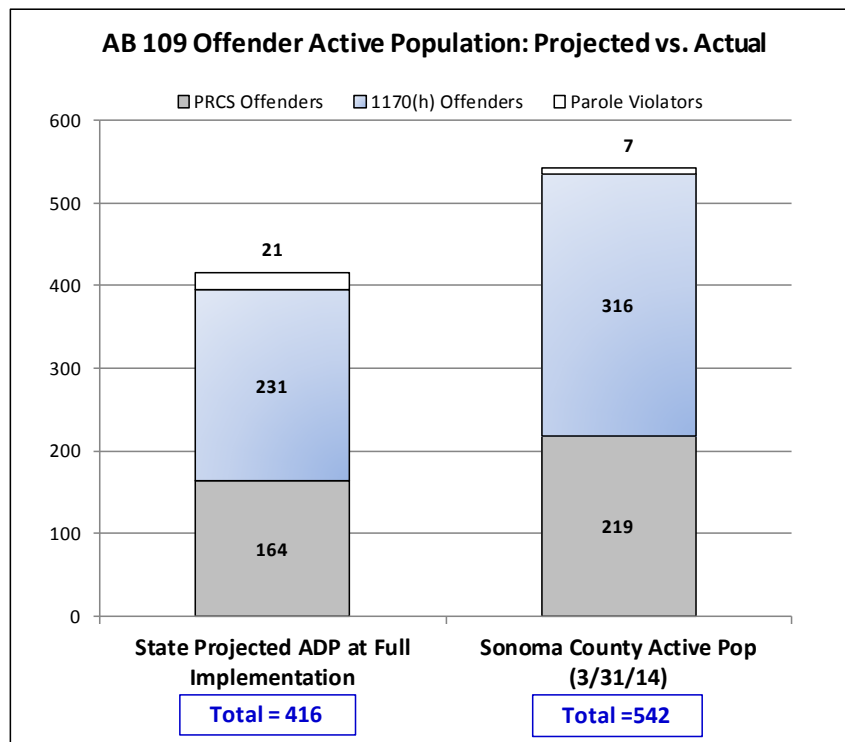


Figure 1: Projected ADP vs. Actual ADP

Sonoma County’s FY 2013-14 (Year 3) Plan reported a total active offender population of 497 individuals as of March 31, 2013. During the 12-month period from March 2013 through March 2014, the total active population of offenders has grown 9% year-over-year to 542 individuals. The charts below (Figure 2) summarize demographic data for Sonoma County’s AB 109 offender population:

FY 2014-15 Public Safety Realignment Implementation Plan

County of Sonoma - Community Corrections Partnership

Attachment "A"

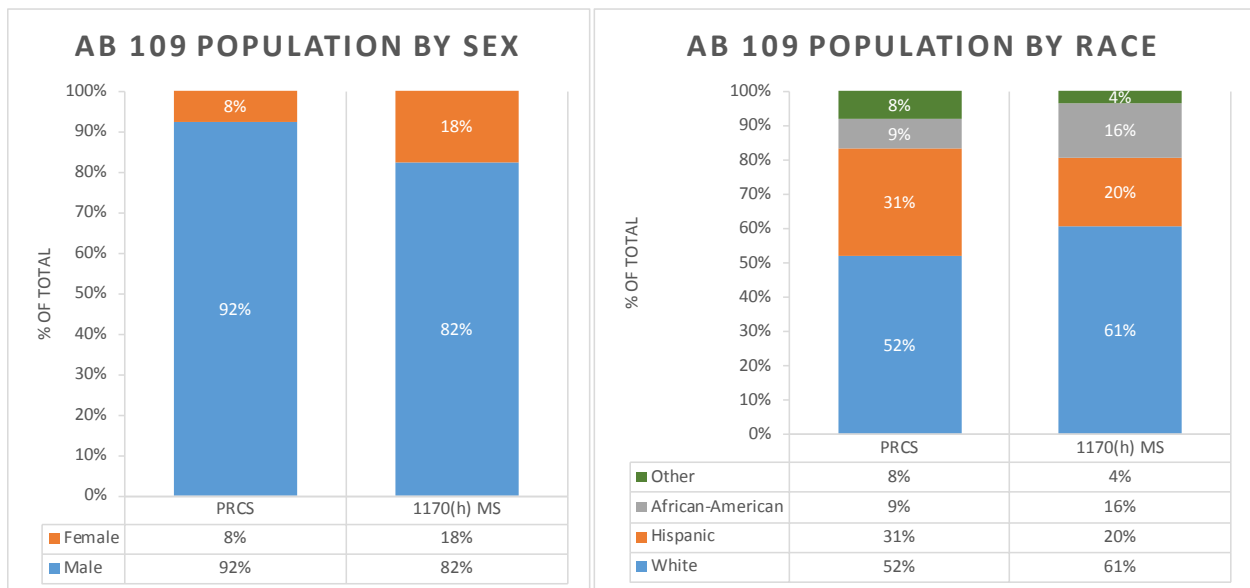


Figure 2: AB 109 Demographic Data

The type of AB 109 offender in Sonoma County’s criminal justice system has changed over the past year. On the supervision side, the population of active PRCS dropped from 238 to 219 (-8%), whereas the number of active 1170(h) Mandatory Supervision offenders increased from 61 to 105 (72%). On the custody side, the number of 1170(h) inmates increased from 167 to 211 (26%) year-over-year, while the number of parole violators serving time in local custody decreased from 31 to 7 (-77%):

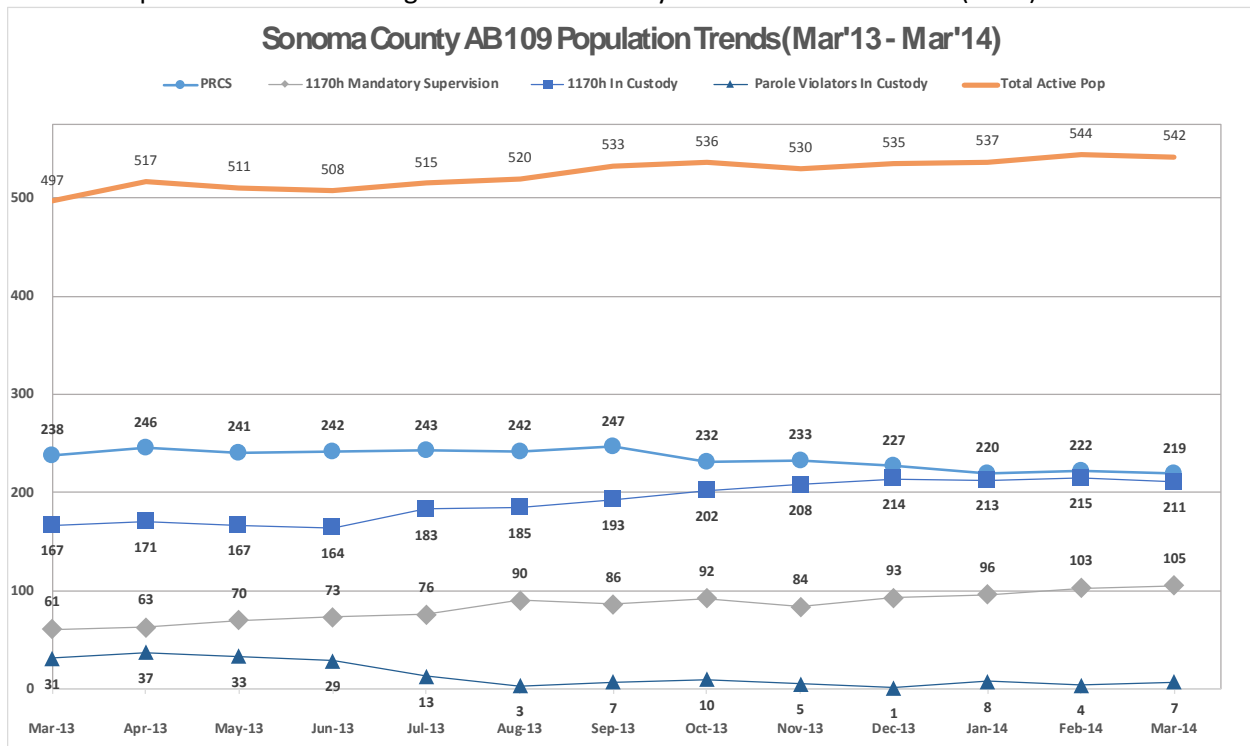


Figure 3: Active AB 109 Population Trend

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Based on the latest State projections and historical trends, the CCP anticipates the rate of PRCS offenders released by the State to Sonoma County’s jurisdiction will remain constant through the end of FY 2014-15. As a result, the number of active PRCS offenders is expected to level-off during this same timeframe, and will start declining gradually starting in October 2014, at which time the three-year terms of offenders will start terminating automatically by order of law. This downward trend will be reinforced long term, as more convicted offenders will be sentenced to county jail pursuant to PC 1170(h), rather than being sent to prison, which effectively reduces the future pool of individuals that might subsequently be eligible for Post-Release Community Supervision at a later date. An analysis of Sonoma County’s 1170(h) sentencing trends since October 2011 shows that an average of 17 offenders per month received either a jail-only sentence or split sentence (jail plus mandatory supervision). The number of jail-only sentences has decreased over time; conversely, the number of split sentences has trended up over time:

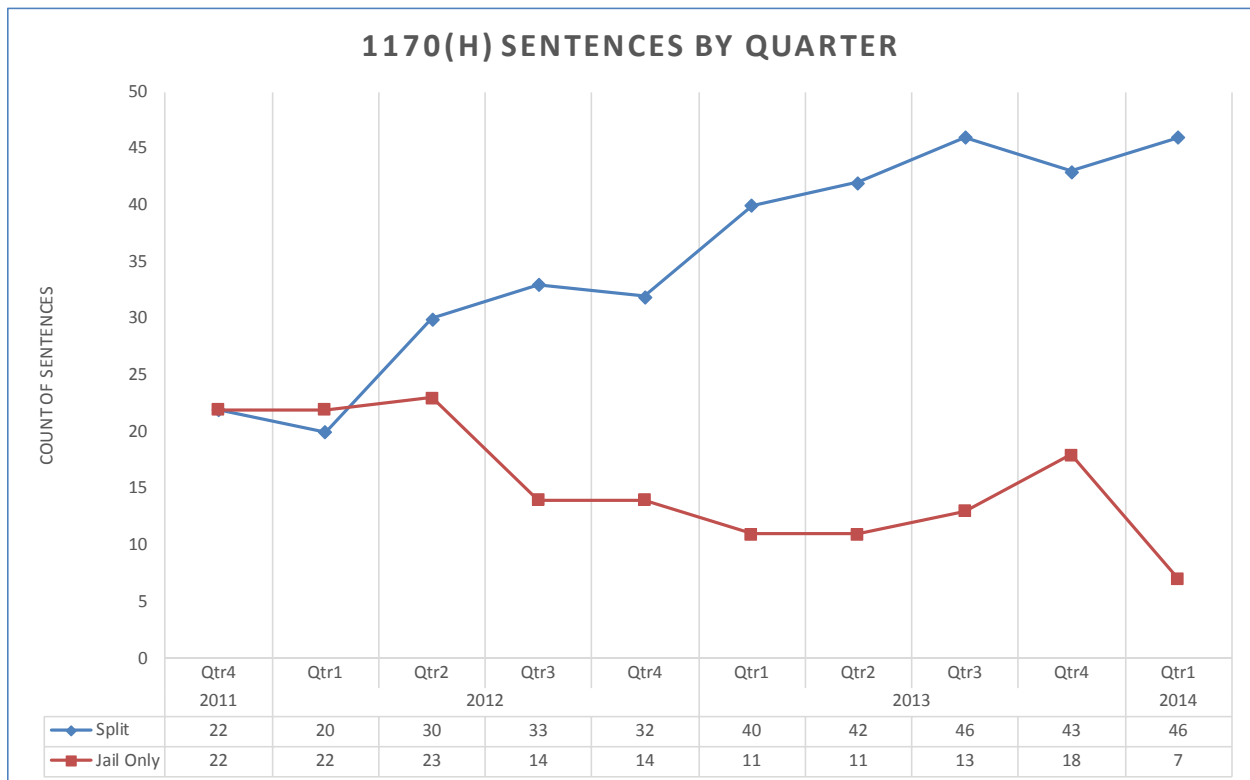


Figure 4: 1170(h) Sentences by Quarter

Longer term, as a result of these population trends, the ratio of PRCS offenders to 1170(h) offenders in Sonoma County’s criminal justice system will continue to shift as the former decreases and the latter increases. The CCP will continue to refine and revise its forward-looking projections periodically to ensure allocated resources align with anticipated needs.

4.2 Post-Release Community Supervision (PRCS) Offenders

As of March 31, 2014, a cumulative total of 500 PRCS offenders have been released to Sonoma County’s jurisdiction, averaging 17 per month since October 2011, and 10 per month over the past year. In addition to releases from CDCR, 21 PRCS offenders have been transferred to Sonoma County from other jurisdictions, for a total intake of 521 PRCS offenders. As of March 2014, excluding individuals with existing ICE holds or that were deported prior to their anticipated PRCS start date, warrants were issued for 34 individuals who failed to report to Probation upon initial release from CDCR. As of May 2014, 33 of the 34 individuals were tracked down:

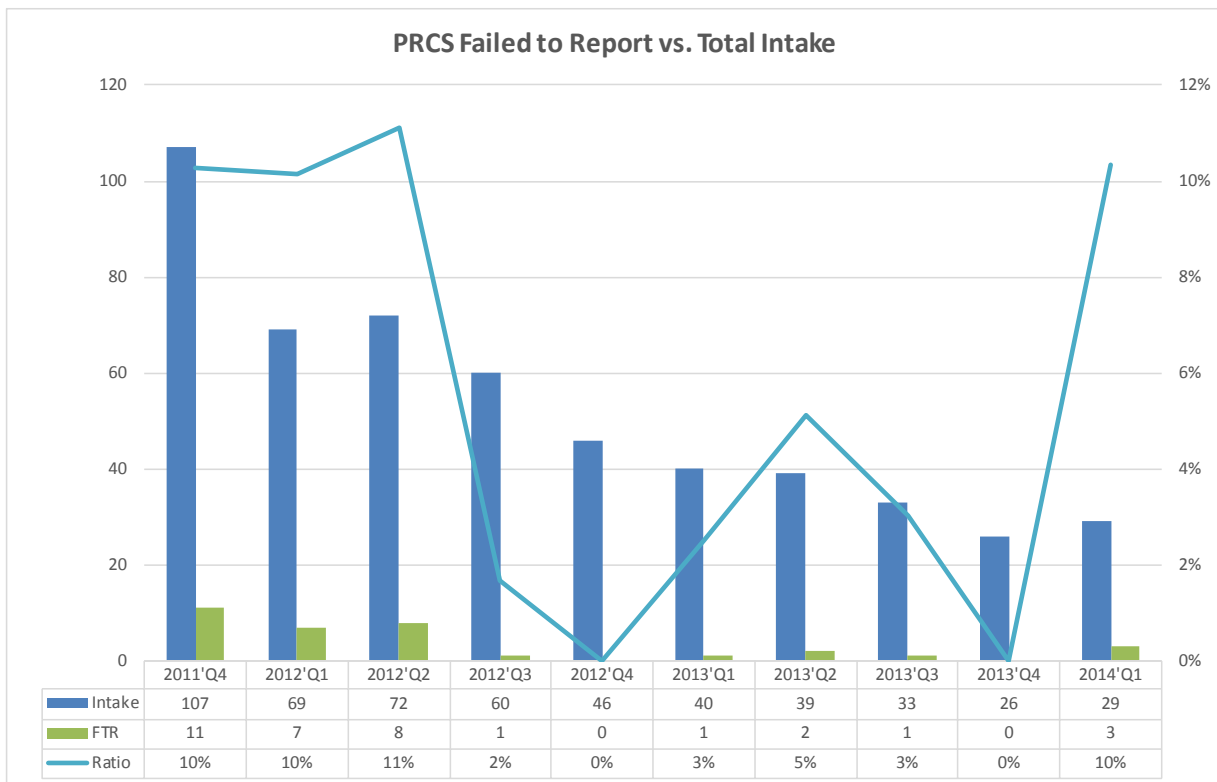


Figure 5: PRCS Initial Failure to Report

Of this intake, 274 PRCS offenders are under active supervision status, which includes: intensive supervision, active warrant status, summarily revoked status, and offenders on administrative caseloads (e.g., deported, ICE hold, and inter-state compact). Of the 521 PRCS offenders released to Sonoma County’s jurisdiction, 184 individuals are no longer under active community supervision for a variety of reasons. A total of 141 individuals were discharged successfully after one year (by order of law), due to having committed no violations or new offenses resulting in incarceration. A total of 30 PRCS offenders were terminated unsuccessfully due to new offenses or violations, while 13 individuals were terminated when they “timed out” upon pre-determined expiration of their truncated PRCS term (shorter than the standard 3-year term). In addition to discharges and terminations, 60 offenders were transferred to other jurisdictions or returned to State parole after being released to PRCS in error. Table 1 summarizes the statuses of all PRCS offenders released to Sonoma County from October 2011 through March 2014:

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Table 1: PRCS Offender Status Summary

PRCS Offender Status (as of 3/31/14)	Count	% of Total
Active	274	52.6%
Intensive Supervision	159	30.5%
Revoked Summarily	52	10.0%
Warrant Issued	5	1.0%
Warrant Issued (Failure to Report)	3	0.6%
Deported	46	8.8%
ICE Hold	7	1.3%
Detained Federal Custody	1	0.2%
Inter-state Compact	1	0.2%
Completions	184	35.3%
Successful Discharge	141	27.1%
Timed Out	13	2.5%
Unsuccessful Terminated	30	5.8%
Deceased	3	0.6%
Deceased	3	0.6%
Transfer Out	60	11.5%
Other County	46	8.8%
Other State	1	0.2%
Parole	13	2.5%
Grand Total	521	100.0%

Excluding the 59 individuals still pending a risk assessment, Probation records show that 71% of all PRCS released to Sonoma County have been classified as high-risk to reoffend. Refer to Figure 6 for details. These high-risk individuals require rigorous community supervision, and they have impacted the workload of the PRCS supervision units, because they are more likely to require sanctions.

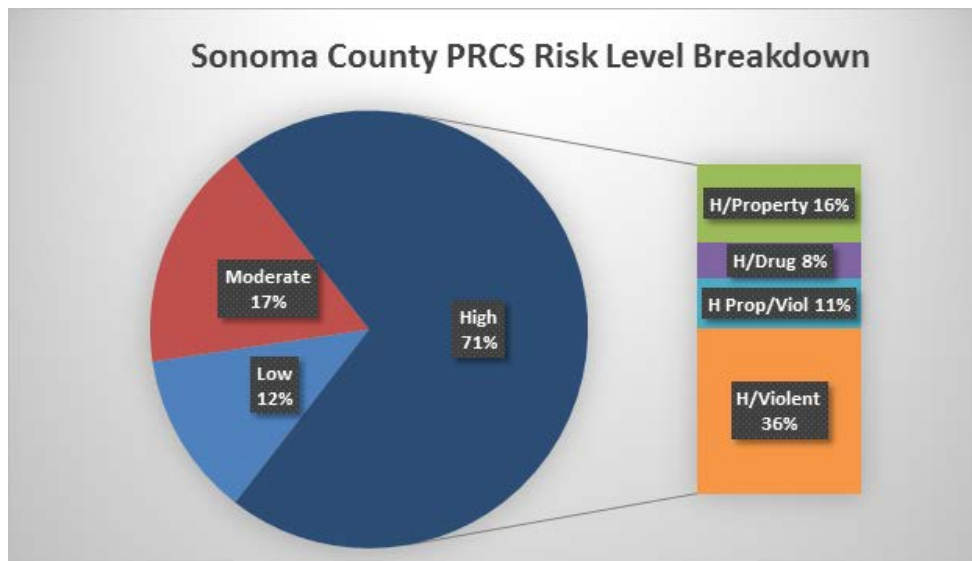


Figure 6: PRCS Risk Level Summary

Under California Penal Code 3454, local county supervising agencies have authority to impose a period of “flash incarceration” in county jail for up to 10 days, as a sanction for PRCS offenders whom violate terms of their supervision. From October 1, 2011 through March 31, 2014, Probation recorded a total of 513 flash incarceration occurrences for 192 unique individuals. Of this amount, 70 (36%) individuals had

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only one flash incarceration, and 122 (64%) had multiple flash incarcerations. The average duration of all flash incarceration occurrences is 7.6 days:

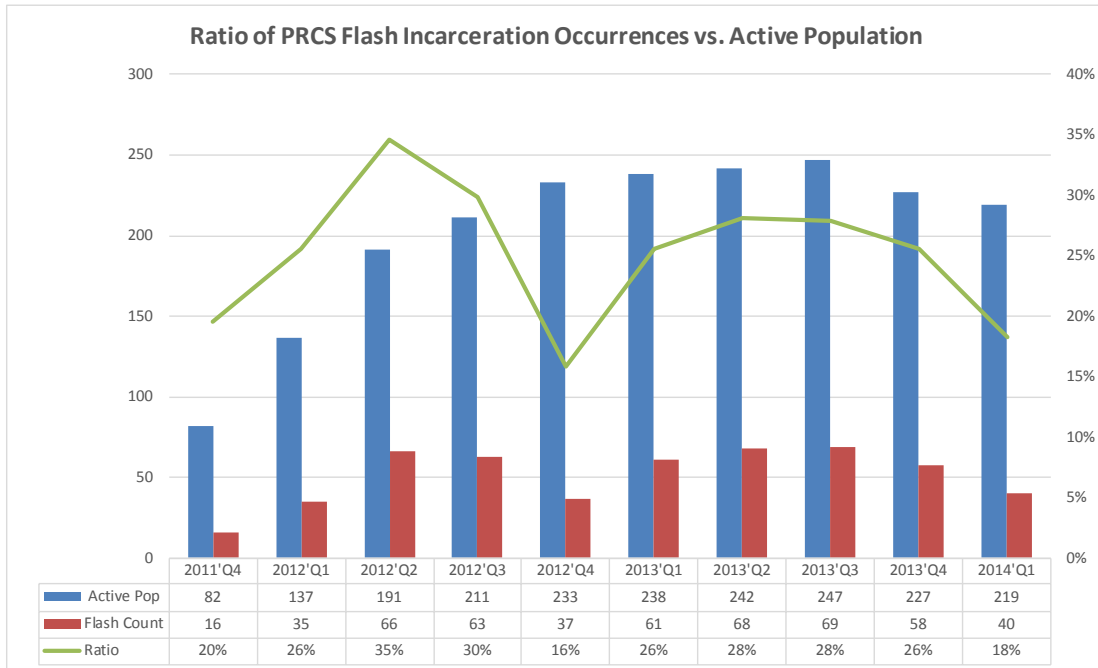


Figure 7: PRCS Flash Incarcerations

As of March 31, 2014, records indicate 236 formal PRCS revocations for 133 unique individuals, who spent up to 180 days in jail as a sanction. Of the total, 44% were revoked multiple times during their supervision period:

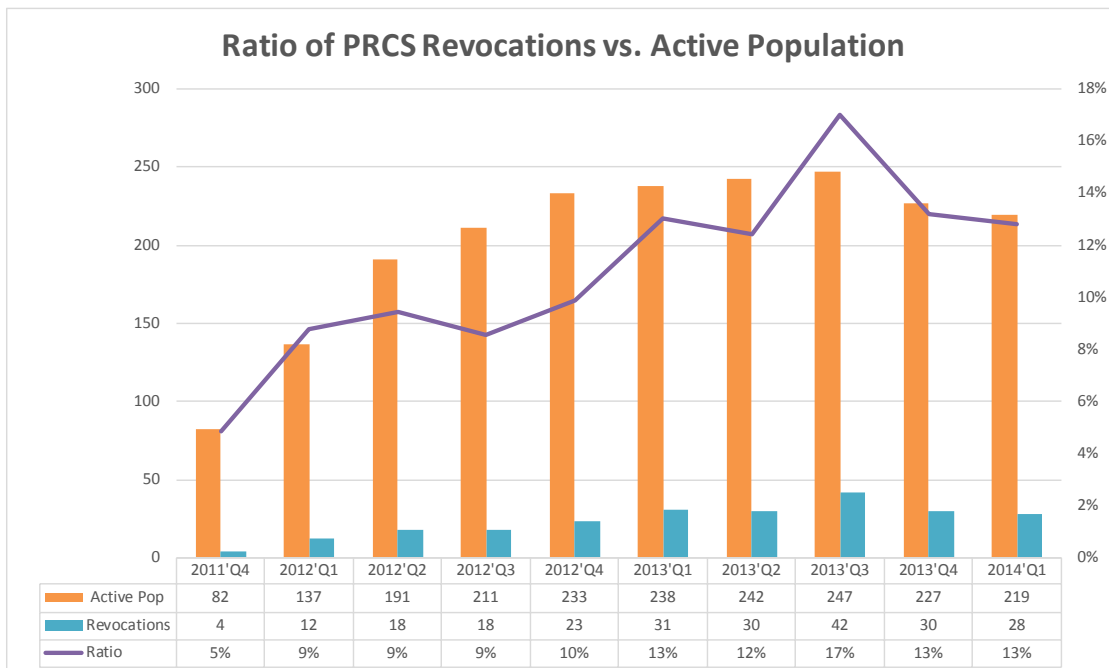


Figure 8: PRCS Revocations

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From October 2011 through March 2014, records show 156 PRCS offenders in Sonoma County were arrested for an aggregate total 279 new law violations; refer to Table 2 below for a summary of arrests by jurisdiction and case adjudication outcome:

Law Enforcement Jurisdiction	Case Outcome					Grand Total	% of Total
	Dismissed	Pending Sentence	County Jail	State Probation	Prison		
California Highway Patrol		1	5			6	2%
Healdsburg Police			1	1		2	1%
Magnet (Gang/Multi-Agency)	3	1	6	5		15	5%
Petaluma Police	7		12	3	2	24	9%
Rohnert Park	6		8	3	2	19	7%
Santa Rosa Junior College	3		3	1		7	3%
Santa Rosa Police	16	5	53	19	5	98	35%
Sebastopol Police	4		3	1		8	3%
Sonoma (City) Police				1	1	2	1%
Sonoma County Sheriff	25	4	38	13	7	87	31%
Windsor Police	1		4	3	1	9	3%
Cotati Police	1					1	0%
Cloverdale Police Dept		1				1	0%
Grand Total	66	12	133	50	18	279	100%
% of Total	24%	4%	48%	18%	6%	100%	

Table 2: PRCS Arrest Summary

Of the 279 new arrests, 146 (52%) included felonies as the most serious charge, and 133 (48%) were for misdemeanor violations. Figure 9: PRCS New Felony Arrests summarizes the PRCS felony arrest trend over time:

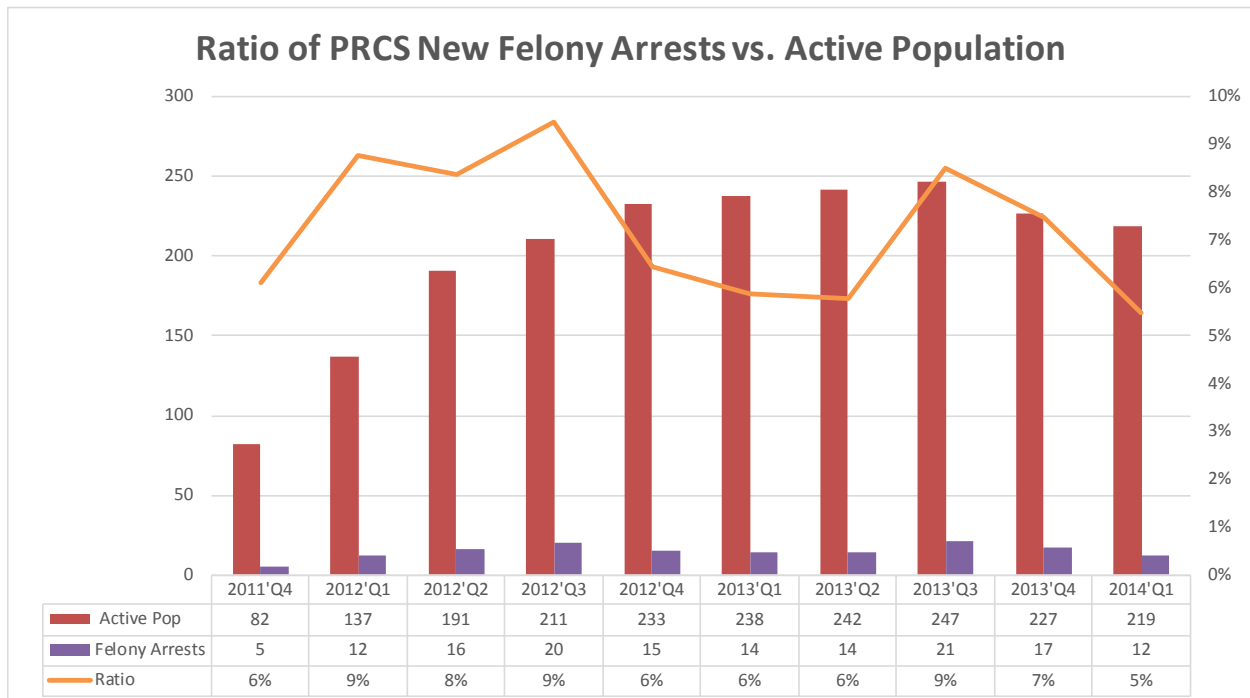


Figure 9: PRCS New Felony Arrests

In order to effectively manage this difficult population in the community, the Probation Department conducted over a dozen joint off-hour field operations and PRCS compliance searches with the Sheriff's Office and local law enforcement agencies during FY 2013-14.

4.3 Penal Code 1170(h) "Non-Non-Non" Offenders

From October 2011 through March 2014, a cumulative total of 509 "non-non-non" offenders in Sonoma County were sentenced under new Penal Code section 1170(h). Of those, 354 (70%) received split sentences with jail and Mandatory Supervision components, while 155 (30%) received jail-only sentences. A total of 217 offenders with split sentences have completed their jail terms and been released to Mandatory Supervision. Of those, 105 were active as of March 2014, and 97 were terminated either successfully or unsuccessfully. Unsuccessful terminations include individuals who were convicted of new offenses or violations and returned to custody to finish the remainder of their 1170(h) sentence:

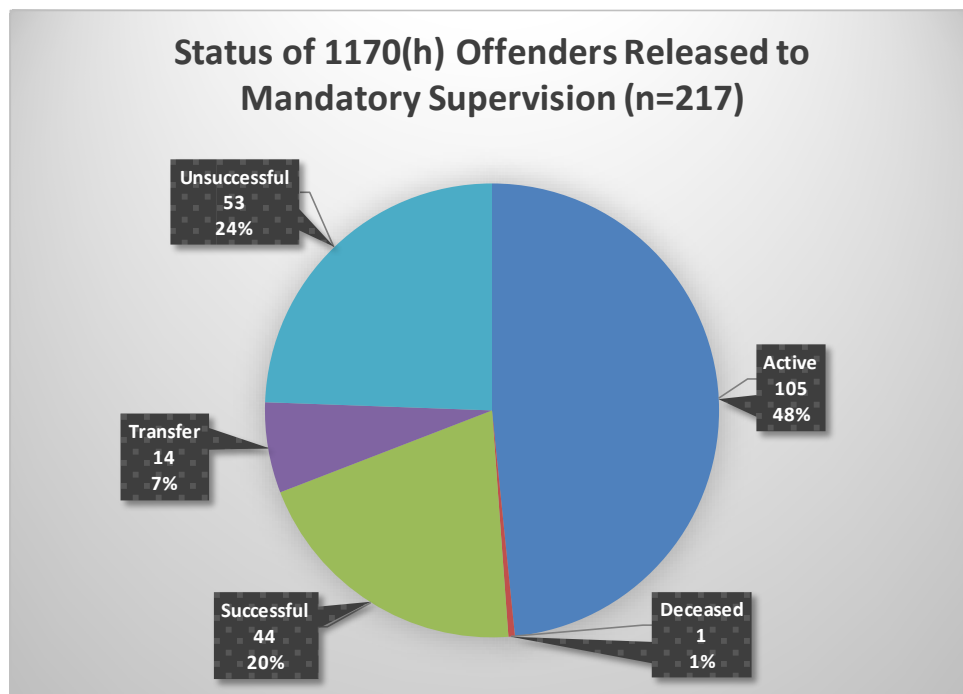


Figure 10: 1170(h) Mandatory Supervision Status

As of March 31, 2014, there were 211 inmates serving their 1170(h) sentence in County Detention facilities. The average jail term served by 1170(h) inmates is 9 months; 75% of 1170(h) inmates spend less than one year in custody. The average mandatory supervision term length for offenders sentenced under 1170(h) is 16 months, with 62% receiving terms of 1 year or longer. To date, the longest 1170(h) sentenced imposed has been a 15 year term, with 10 to be served in jail and 5 under Mandatory Supervision. Prior to Realignment, many of these inmates would have served their sentence in a state

prison. Realigned inmates account for approximately 20% of the current population of Sonoma County Detention facilities. As a result of the increased population, the Sheriff re-opened a vacant housing unit at the North County Detention Facility in March 2012. As part of this Year 4 Plan, the CCP recommends continued funding for the NCDF jail unit through Fiscal Year 2014-15 to accommodate the realigned inmates. In order to accommodate the elevated jail population during FY 2013-14, the Sheriff's Office temporarily opened a second housing unit at NCDF from October 2013 through February 2014, staffed using extra-help and over-time. The Sheriff's Office may re-open the second jail unit temporarily during FY 2014-15 as needed.

4.4 Parole Revocation Hearings

From July 2013 through March 2014, the local Superior Court conducted parole revocation hearings for 215 state parolees, or approximately 24 per month. The Public Defender represented parolees in 195 (91%) of the hearings, and 20 (9%) were represented by either private attorneys or contract attorneys (in the event of a conflict of interest). The local District Attorney's Office filed 165 or 77% of the parole violation hearings heard by the local court, while the rest of the parole violation filings were processed by the State's Department of Adult Parole Services (DAPO):

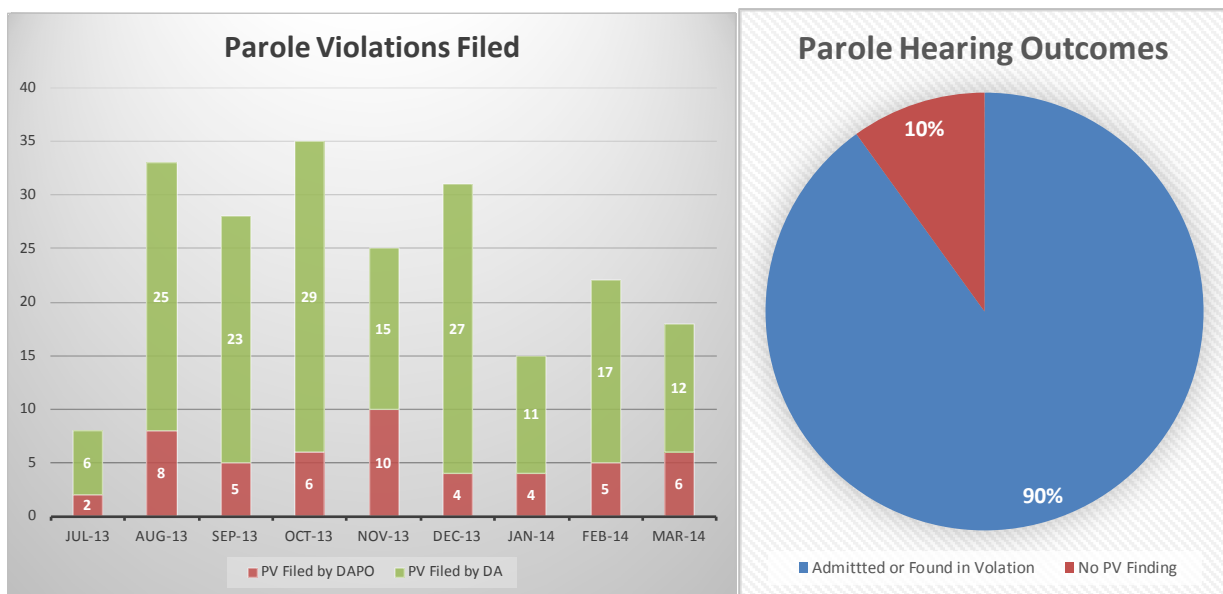


Figure 11: Parole Revocation Hearings

5 STATE FUNDING ALLOCATION METHODOLOGY

In order to address the sweeping changes resulting from Public Safety Realignment, the California legislature provided direction and funding to the counties through Assembly Bills 109, 117, and 118. The County Administrative Officers Association of California (CAOAC) developed the formula ultimately used by the California State Department of Finance (DOF) to determine the main funding allocations to the 58 counties. The legislation stipulates that the DOF has final decision-making authority to establish the formula used for determining the to-be-determined growth fund allocations to the counties.

For fiscal years 2012-13 and 2013-14, the State’s methodology for calculating each county’s main AB 109 subaccount funding allocation was determined based on the best result of three options:

1. Status quo allocation formula used in FY 2011-12; or
2. Adjusted Average Daily Population (ADP) relative to other counties; or
3. Total County adult population (ages 18-64) relative to other counties.

For Sonoma County, the "Adjusted ADP formula" (Option 2 above) yielded the highest relative amount of the three options; therefore, it was used by the DOF to calculate Sonoma County’s FY 2012-13 and FY 2013-14 allocations. Based on this methodology, Sonoma County received 1.07% of the overall statewide budget for AB 109. In each of the past two fiscal years, Sonoma County also received an additional \$150,000 from the state to cover one-time planning costs. Sonoma County will be eligible to receive the \$150,000 one-time planning revenues in FY 2014-15, if it submits a report to the State describing the status of its local Public Safety Realignment implementation. In addition to the main AB 109 revenue allocation, Sonoma County also receives annual allotments from the state to fund District Attorney and Public Defender activities related to realignment. Refer to Table 3 for details:

Table 3: Sonoma County AB 109 Revenue

AB 109 REVENUE SUMMARY - SONOMA COUNTY					
MAIN AB 109 SUBACCOUNT		FY 11-12	FY 12-13	FY 13-14	FY 14-15¹
	Statewide Budget	\$354,300,000	\$842,900,000	\$998,900,000	\$934,100,000
	<i>Sonoma Allocation (%)</i>	<i>0.91%</i>	<i>1.07%</i>	<i>1.07%</i>	<i>0.955%</i>
	Sonoma Allocation (\$)	\$3,240,428	\$9,027,459	\$10,698,219	\$8,920,655
	Planning (One-time)	\$378,650	\$150,000	\$150,000	\$150,000
	Subtotal Revenue	\$3,619,078	\$9,177,459	\$10,848,219	\$9,070,655
DA/PD SUBACCOUNT		FY 11-12	FY 12-13	FY 13-14	FY 14-15
	Statewide Budget	\$12,700,000	\$14,600,000	\$17,100,000	\$15,800,000
	<i>Sonoma Allocation (%)</i>	<i>0.91%</i>	<i>0.93%</i>	<i>0.93%</i>	<i>0.93%</i>
	Subtotal Revenue	\$116,154	\$136,028	\$159,321	\$147,209
<i>Note 1:</i>		<i>Sonoma County allocation % unknown as of 5/13/2014; .955% is an estimate.</i>			

Starting in FY 2012-13, the State also began distributing annual AB 109 growth fund allotments to the 58 counties. Sonoma County received a FY 2012-13 allocation of \$580,261; future growth allocation rates and amounts cannot be accurately predicted at this juncture.

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6 FY 2014-15 REALIGNMENT BUDGET & PROGRAM OVERVIEW

The CCP's recommended FY 2014-15 budget for Public Safety Realignment assumes Sonoma County will receive **\$13,930,418** of state revenues from four sources: (1) projected carry-over of \$4,712,554 in unspent prior year Realignment funds; (2) an annual FY 2014-15 state community corrections subaccount revenue allocation of \$8,920,655; (3) an annual District Attorney/Public Defender state subaccount revenue allocation of \$147,209; and (4) a one-time planning allocation of \$150,000. Of the total known anticipated revenues for FY 2014-15, the CCP recommends **\$12,274,697** be allocated to fund Year 4 programs and services. The remaining surplus of \$1,655,720 (equal to 12% of available revenues) will be held as a contingency reserve to cover unanticipated impacts of managing the realigned offenders:

Table 4: AB 109 Revenues & Expenditures

Sonoma County AB 109 Revenue vs. Expenditures				
	FY 11-12	FY 12-13	FY 13-14	FY 14-15
Main AB 109 Subaccount	\$3,240,428	\$9,027,459	\$10,698,219	\$8,920,655
Planning (One-time)	\$378,650	\$150,000	\$150,000	\$150,000
DA/PD Subaccount	\$116,154	\$136,028	\$159,321	\$147,209
Main AB 109 Growth	\$0	\$526,222	TBD	TBD
DA/PD Growth	\$0	\$54,039	TBD	TBD
Prior Year Rollover	\$0	\$1,317,765	\$3,881,744	\$4,712,554
Total Revenue	\$3,735,232	\$11,211,513	\$14,889,283	\$13,930,418
Less Expenditures	(\$2,417,468)	(\$7,329,769)	(\$10,176,729)	(\$12,274,697)
Net Surplus/(Deficit)	\$1,317,765	\$3,881,744	\$4,712,554	\$1,655,720
<i>Recommended CCP Budget</i>	<i>\$3,361,500</i>	<i>\$9,552,756</i>	<i>\$12,524,548</i>	<i>\$12,274,697</i>

The actual surplus carryover amount will not be known until FY 2013-14 concludes; therefore, revenue estimates should be considered preliminary. The FY 2014-15 projected contingency reserve will increase or decrease based on the variance between the forecasted and actual carryover amounts. In fall of 2014, the CCP anticipates receiving additional revenues from the state for the FY 2013-14 growth fund and DA/PD growth fund allocations. The exact growth fund allocation amounts are also unknown as of May 2014. Any revenues received from these sources would be added to the aforementioned contingency reserve. The CCP's recommended Realignment budget for FY 2014-15 assumes no use of Sonoma County General Fund dollars.

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The remainder of this section provides a general overview of the FY 2014-15 Realignment Implementation Plan, itemized by the nine (9) major categories that comprise the \$12,274,697 program budget. Under each major program category, individual program elements are listed and identified as either a continuing effort or new program, and proposed changes to continuing efforts are also noted. Each program element cited in this section is described in greater detail in Section 7.

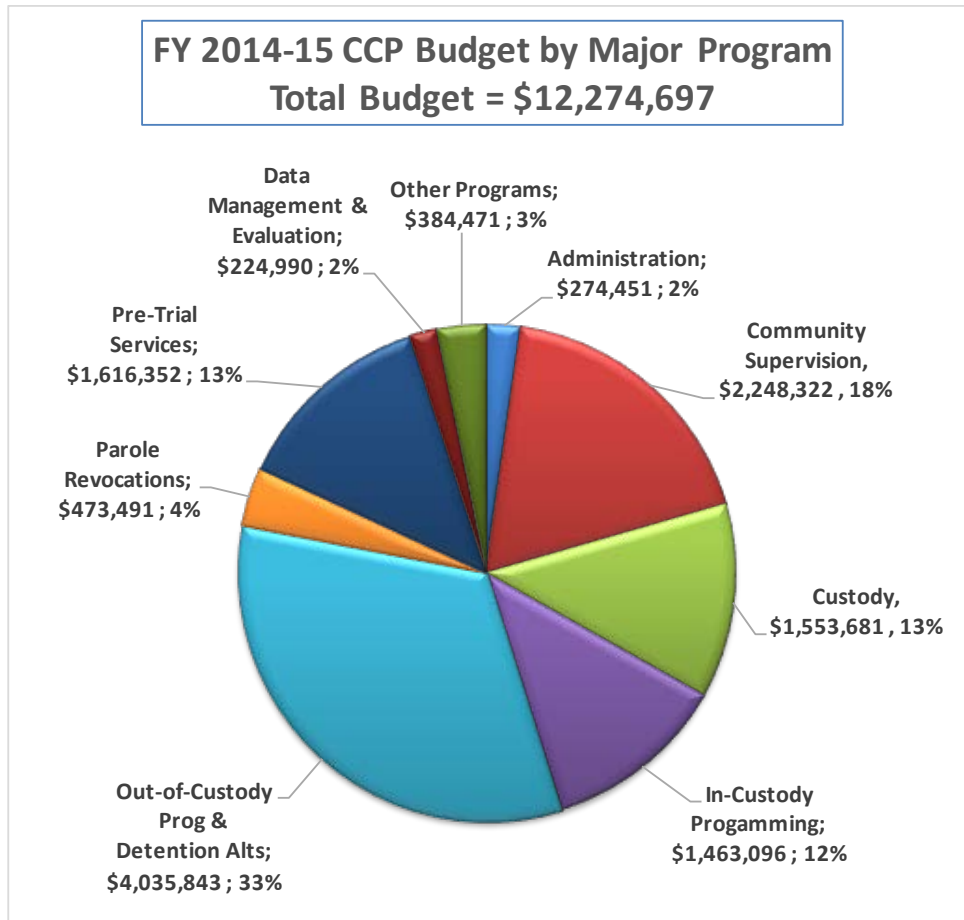


Figure 12: FY 2014-15 Budget Pie Chart

1) Administration - \$274,451 (2% of total budget)

- Description: Administrative, budgetary, and analytical support to the CCP.
- Continuing Efforts: Probation Department Analyst.
- Continuing Effort Scope Changes: None.
- New Programs: Sheriff's Office Department Analyst.

2) Community Supervision - \$2,248,322 (18% of total budget)

- Description: Supervision of realigned offenders in the local community.
- Continuing Efforts: Probation AB 109 Supervision Units, Offender Needs Fund, and Sheriff Detective.
- Continuing Effort Scope Changes: Added Family Justice Center rental costs.
- New Programs: None.

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3) Custody - \$1,553,681 (13% of total budget)

- Description: Local jail accommodations for realigned inmates.
- Continuing Efforts: NCDF Jail Unit and Specialized Emergency Response Team (SERT) Training
- Continuing Effort Scope Changes: None.
- New Programs: No new programs; however, the Sheriff may request contingency funding at a later date to cover a second jail unit, depending on jail population.

4) In-Custody Programming - \$1,463,096 (12% of total budget)

- Description: Includes all rehabilitative programming for realigned jail inmates.
- Continuing Efforts: Jail Programs, Inmate Programs Sergeant, Starting Point, In-custody Mental Health Services, "1370 Restoration Services", and Inmate Risk Assessments.
- Continuing Effort Scope Changes: Starting Point expanded to add more Moral Reconciliation Therapy and Anger Management classes.
- New Programs: None.

5) Out-of-Custody Programming & Detention Alternatives - \$4,035,843 (33% of total budget)

- Description: All programs and services that support realigned offenders under community supervision, such as: mental health, substance use disorder treatment, evidence-based programming, employment training, and educational assistance. Also includes detention alternatives that allow the County to minimize use of traditional jail beds.
- Continuing Efforts: Day Reporting Center, SCOE GED Preparation and Testing, Transitional Housing, Community Mental Health Services, Domestic Violence Programming, Alcohol and Other Drug Substance Use Disorder Services, Substance Use Disorder Contracts, Employment and Eligibility Services, Electronic Monitoring, DUI Treatment Court, Human Services Contract Business Representative, and General Assistance subsidy.
- Continuing Effort Scope Changes: Responsibility for operating the DRC will transition from the current contractor to the Probation Department effective 11/15/2014. The DUI Treatment Court approved by the CCP midway through FY 2013-14 will now be funded for a full 12 months.
- New Programs: Restorative Justice Reentry Program.

6) Parole Revocation Hearings - \$473,491 (4% of total budget)

- Description: Staff needed to handle additional workload created by the realignment of the parole revocation hearings process from the State Board of Parole Hearings to local courts.
- Continuing Efforts: DA Parole Revocation Hearings Case Prosecution, DA Parole Revocation Legal Processor, Public Defender Parole Revocation Hearings Investigator, and PD Parole Investigations Attorney.
- Continuing Effort Scope Changes: DA Victim Witness Advocate replaced by a Legal Processor.
- New Programs: None.

7) Pre-Trial Services - \$1,616,352 (13% of total budget)

- Description: Provides universal front-end screening for all persons booked into jail, supports jail management, reduces pre-trial failure, and facilitates efficient case processing.
- Continuing Efforts: Pre-Trial Services

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- Continuing Effort Scope Changes: Reduced Sheriff Classification positions and added Probation supervision positions. Added one-time cost budget to cover building renovations and equipment. Increased electronic monitoring budget based on projected usage.
- New Programs: None.

8) Data Management - \$224,990 (2% of total budget)

- Description: Programs and services that involve capturing, analyzing, and reporting data pertaining to AB 109 offenders.
- Continuing Efforts: Programming Support and Data Evaluation & Analysis Consultant
- Continuing Effort Scope Changes: Evaluation budget increased based on updated outcome evaluation scope.
- New Programs: None.

9) Other Programs - \$384,471 (3% of total budget)

- Description: Variety of programs and services that either support the CCP's planning efforts or address needs of partner agencies impacted by Realignment.
- Continuing Efforts: Local Law Enforcement Support, 1368 Mental Competency Assessments, Legal Support, and DA Gang Taskforce Investigator.
- Continuing Effort Scope Changes: CCP Consulting budget removed. DA Taskforce Investigator funding has been reduced from 1.0 FTE to 0.5 FTE.
- New Programs: None.

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7 FY 2014-15 REALIGNMENT PROGRAM DESCRIPTIONS & BUDGETS

This section presents overviews of the various programs and services that comprise the CCP's recommended FY 2014-15 (Year 4) budget for Public Safety Realignment. The key programs for Year 4 are grouped into the following nine (9) major categories described in Section 6: Administration, Community Supervision, Custody, In-custody Programming, Out-of-Custody Programming and Detention Alternatives, Parole Revocation Hearings Support, Pre-trial Services, Data Management, and Other Programs. Refer to **Table 5** for a high-level overview of the CCP's recommended budget for Year 4, including document section references.

Table 5: Budget Summary by Major Program

Section	Major Program Description	FTEs	Amount
7.1	Administration	2.00	\$274,451
7.2	Community Supervision	14.00	\$2,248,322
7.3	Custody	8.00	\$1,553,681
7.4	In-Custody Programming	7.10	\$1,463,096
7.5	Out-of-Custody Programming & Detention	16.60	\$4,035,843
7.6	Parole Revocation Hearings Support	3.50	\$473,491
7.7	Pre-Trial Services	9.00	\$1,616,352
7.8	Data Management	0.00	\$224,990
7.9	Other Programs (Consulting, Legal Support, etc.)	0.50	\$384,471
	Sub-Total Major Programs	60.70	\$ 12,274,697
n/a	Contingency Reserve (Estimated)	0.00	\$1,655,720
	Grand Total Year 4 Budget (including Contingency)	60.70	\$13,930,418\$

Note: Supplemental Exhibits B and C to this report provide alternate views of the Year 4 budget summarized below. Exhibit D summarizes requested Full-time Equivalent (FTE) staffing positions by program. Exhibit E includes a side-by-side comparison of the CCP's prior FY 2013-14 approved budget versus the recommended FY 2014-15 budget, by department and program.

7.1 Administration

The Administration major program includes administrative, budgetary, and analytical support to the CCP for Realignment. **Table 6** summarizes the CCP’s recommended budget for Administration:

Table 6: Administration Budget

Budget Category	CCP Plan			Program Name	FTEs	FY 2014-15
	Ref	Dept/Agency	Budget			
Administration	7.1.1	Probation	Department Analyst	1.00	\$136,771	
	7.1.2	Sheriff	Department Analyst	1.00	\$137,680	
Administration Total				2.00	\$274,451	

7.1.1 Department Analyst (Probation)

7.1.1.1 Program/Service Overview: The Department Analyst provides administrative support to the CCP as follows: prepares budget documents and coordinates the budget development; administers any necessary Requests for Proposal (RFP); administers contracts related to AB 109; drafts inter-departmental Memorandums of Understanding; composes Board Items; and generates reports for internal and external stakeholders.

7.1.1.2 Year 4 Plan: No change from the prior year.

7.1.1.3 Year 4 Budget: \$136,771 to fund 1.0 FTE Department Analyst for 12 months.

7.1.2 Department Analyst (Sheriff)

7.1.2.1 Program/Service Overview: The Sheriff's Office Department Analyst will perform fiscal management, contract management, reporting activities, and analysis of the Sheriff's AB 109 programs and services. The Analyst will also be responsible for compiling statistical data to analyze the impact of Realignment on Detention operations and resources.

7.1.2.2 Year 4 Plan: Newly funded program for Year 4.

7.1.2.3 Year 4 Budget: \$137,680 to fund 1.0 FTE Department Analyst for 12 months.

7.2 Community Supervision

The Community Supervision major program area includes all programs and services that involve monitoring out-of-custody realigned offenders in the local community. **Table 7** summarizes the CCP’s recommended budget for the Supervision program category; the following sub-sections provide supporting information for the individual program components:

Table 7: Community Supervision Budget

Budget Category	CCP Plan			FY 2014-15	
	Ref	Dept/Agency	Program Name	FTEs	Budget
Community Supervision	7.2.1	Probation	AB109 Supervision Units	13.00	\$2,024,691
		Sheriff	Detective	1.00	\$221,631
	7.2.1 Total			14.00	\$2,246,322
	7.2.2	Probation	Offender Needs Fund	0.00	\$2,000
Community Supervision Total				14.00	\$2,248,322

7.2.1 AB 109 Supervision Units

7.2.1.1 Program/Service Overview: Starting in October 2011, the Probation Department assumed community supervision responsibilities for the two new Realignment populations, Post-Release Community Supervision (PRCS) and Mandatory Supervision (MS). Probation partnered with both the Sheriff’s Office and California Highway Patrol (CHP) to develop a collaborative, enhanced community supervision model that leverages resources and skills from the various agencies. The three agencies forged an alliance to deliver law enforcement supervision functions required to monitor the status of Post-Release Community Supervision and Mandatory Supervision offenders in the jurisdiction of Sonoma County. A Sheriff’s Detective and CHP Officer—both co-located at the Adult Probation office— have been assigned to provide dedicated support to the intensive supervision unit responsible for monitoring PRCS and Mandatory Supervision offender populations. AB 109 directly funds the Sheriff’s Detective and all Probation Officers in the intensive supervision unit. The CHP staffs a full time officer to support the PRCS/MS supervision units at no-cost to Sonoma County, which enhances inter-agency collaboration and coordination.

7.2.1.2 Year 4 Plan: No change from prior year. Based on Probation’s latest AB 109 offender population projections, the department anticipates the current staffing level will be sufficient to maintain a 1:35 officer-to-offender caseload ratio. An additional Probation Officer III position may be hired (subject to CCP and Board approval) on a temporary basis to maintain this caseload ratio, should the actual influx of AB 109 offenders exceed estimates. The Sheriff Detective will continue to provide support to the AB 109 units; however, the CHP Officer may cease support during the fiscal year (not known as of May 2014). The AB 109 units will continue to participate in joint field operations and sweeps with local law enforcement agencies.

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County of Sonoma - Community Corrections Partnership

Attachment "A"

7.2.1.3 Year 4 Budget: Probation's budget of \$2,024,691 funds 13.0 FTE positions over 12 months: 2.0 FTE Probation Officer IV (supervisors), 10.0 FTE Probation Officer III, and 1.0 FTE Legal Processor. If the AB 109 supervision population exceeds the threshold of 350 active offenders for an extended period of time during FY 2014-15, Probation may request contingency reserve funds from the CCP for an additional 1.0 FTE Probation Officer III. The estimated budget includes training, vehicles, communications, office supplies, and other related administrative expenses. Probation's budget also includes \$40,000 to cover lease costs for Probation's use of the Family Justice Center facility. The Sheriff's budget of \$221,631 includes 1.0 FTE Deputy Sheriff II Detective for 12 months, plus overtime, vehicle, and cell phone.

7.2.2 AB 109 Offender Needs Fund

7.2.2.1 Program/Service Overview: Petty cash fund used to help PRCS and Mandatory Supervision offenders buy miscellaneous items, such as identification cards, birth certificates, medications, etc. There is an ongoing need for smaller amounts of money to pay for items, which are essential stabilizing factors for these offenders. The Offender Needs Fund will be administered by Probation as a petty cash fund, under direct control of the both the Adult Division Director and Accounting.

7.2.2.2 Year 4 Plan: No change from the prior year.

7.2.2.3 Year 4 Budget: \$2,000 petty cash fund.

7.3 Custody

The Custody major program area includes all programs and services needed to house realigned inmates in the local jail. **Table 8** summarizes the CCP’s recommended budget for the Custody program category; the following sub-sections provide supporting information for the individual program components:

Table 8: Custody Budget

Budget Category	CCP Plan			FY 2014-15	
	Ref	Dept/Agency	Program Name	FTEs	Budget
Custody	7.3.1	Sheriff	Jail Unit 1	8.00	\$1,530,465
	7.3.2	Sheriff	SERT Training	0.00	\$23,216
Custody Total				8.00	\$1,553,681

7.3.1 Jail Unit

- 7.3.1.1 Program/Service Overview: The Sheriff’s Office re-opened one additional jail unit at the North County Detention Facility (NCDF) in March 2012 to accommodate the influx of realigned inmates. The unit will remain open through FY 2014-15. In addition to the 1170(h) inmate population, state parolees also serve their revocation periods (up to 180 days) in the County Detention Facilities. Prior to realignment, inmates in local custody on Parole violations were sent to State Prison within a week to serve any revocation sentence.
- 7.3.1.2 Year 4 Plan: No change from the prior year. Based upon the current and projected future need for bed space, the CCP recommends continued funding for the NCDF jail unit. The Sheriff will require the following 8.0 FTEs to operate the jail unit for the next year: 4.0 FTE Correctional Deputies, 2.0 FTE Legal Processors, and 1.0 FTE Detention Assistant, and 1.0 FTE Cook. The Sheriff’s Office may open up a second jail unit if inmate population levels remain elevated. If the second unit is opened during FY 2014-15, the Sheriff will reevaluate its staffing plan (i.e., use of extra help or permanent FTEs) based on whether the high jail population is projected to be temporary, or sustained over a long period.
- 7.3.1.3 Year 4 Budget: \$1,530,465 will be needed to operate the NCDF jail unit, which covers the 8.0 FTEs listed above, plus overtime, meals, inmate clothing, and household supplies. The Sheriff may request additional contingency funding of \$580,000 from the CCP to operate a second jail unit for up to six months during FY 2014-15; however, this amount will be subject to future CCP and Board approval.

7.3.2 Specialized Emergency Response Team (SERT) Training

- 7.3.2.1 Program/Service Overview: The Sonoma County Sheriff's Specialized Emergency Response Team (SERT) is responsible for high risk emergency response within the jail facilities, which includes incidents involving: armed inmates, cell extractions, major inmate disturbances, high security searches, escape attempts, riots, and hostage incidents. The team is specifically trained in current emergency response techniques and tactics, including use of specialized equipment, in order to resolve jail emergencies and to maintain the safety and security of the facility, staff, inmates and the public. The SERT team trains monthly to keep updated on these tactics.
- 7.3.2.2 Year 4 Plan: No change from the prior year.
- 7.3.2.3 Year 4 Budget: The SERT budget of \$23,216 covers training, equipment, and premium pay for SERT members.

7.4 In-Custody Programming

The In-Custody Programming major program area includes all programs and services that provide rehabilitative programming for jail inmates. **Table 9** summarizes the CCP’s recommended budget for this major program category; the following sub-sections provide supporting information for the individual program components:

Table 9: In-Custody Programming Budget

Budget Category	CCP Plan			Program Name	FY 2014-15	
	Ref	Dept/Agency	FTEs		Budget	
In-Custody Programming	7.4.1	Sheriff	Inmate Program Sergeant	1.00	\$173,555	
	7.4.2	Sheriff	Jail Programs	0.00	\$138,412	
	7.4.3	Health	Starting Point	1.45	\$243,084	
	7.4.4	Health	In-Custody Mental Health	1.80	\$352,948	
	7.4.5	Health	"1370" Restoration Services	1.85	\$412,025	
	7.4.6	Probation	Inmate Risk Assessments	1.00	\$143,072	
In-Custody Programming Total				7.10	\$1,463,096	

7.4.1 Inmate Program Sergeant

7.4.1.1 Program/Service Overview: The Inmate Program Sergeant is tasked with providing educational opportunities, rehabilitative programming, job skills training, and the delivery of faith-based support to thousands of inmates on an annual basis. The Program Sergeant collaborates with local non-profits and faith-based organizations to achieve maximum volunteer instruction and support, supplemented by contractual agreements with many of the same organizations to achieve increased access and dosage.

7.4.1.2 Year 4 Plan: No changes from the prior year.

7.4.1.3 Year 4 Budget: The \$173,555 budget covers 1.0 FTE Correctional Sergeant over twelve (12) months.

7.4.2 Jail Programs

7.4.2.1 Program/Service Overview: The Sheriff’s Office is committed to the development and delivery of programs and services for inmates to reduce recidivism. The programs offered to inmates in custody are designed to achieve the following goals: address the root causes of criminal behavior; provide inmates who are released from custody with some of the skills and knowledge needed to enable them to function as contributing members of society; decrease the high level of stress, tension, and violence which can occur within correctional facilities; and establishing reentry links to enable inmates, who are released from custody, continued programming access in the Day Reporting Center and with non-profit programs in the community. Evidence-based practices have been implemented through a variety of

contracts with community based organizations, including: job skills, life skills, conflict resolution, women's circle, and cognitive behavior skills therapy.

7.4.2.2 Year 4 Plan: No change from prior year.

7.4.2.3 Year 4 Budget: The \$138,412 recommended budget will continue to fund contracts for the above mentioned programs.

7.4.3 Starting Point Substance Use Disorder (SUD) Services

7.4.3.1 Program/Service Overview: Starting Point provides a means for offenders serving time and/or while waiting for a residential bed in the community to initiate drug and alcohol treatment. The Starting Point program provides Substance Use Disorder (SUD) services in the jail by Behavioral Health counselors to substance abusing inmates over the course of their incarceration and prior to their release, typically to Community Based Organization network of care SUD providers. The program offers relapse prevention, anger management, life skills instruction, as well as a cognitive program, designed to reduce criminal thinking, enabling participants to identify their destructive lifestyle, patterns of drug use/ abuse, and criminal behavior. Evidence-based practices and other cognitive behavioral techniques are key components of the curriculum.

7.4.3.2 Year 4 Plan: The CCP recommends expanding the Starting Point program in FY 2014-15 to add two additional Moral Reconciliation Therapy classes per week and two new Anger Management classes per week. Starting Point will continue to provide all other services and programming offered in prior years.

7.4.3.3 Year 4 Budget: The \$243,084 budget funds 1.45 FTE Drug and Alcohol Counselor (versus 1.0 FTE in Year 3), staff training, and purchase of instructional materials and supplies.

7.4.4 In-Custody Mental Health Services

7.4.4.1 Program/Service Overview: Health Services provides in-custody mental health staff and services for realigned inmates in the jail. The in-custody expansion of services allows Mental Health staff to assess all 1170(h) inmates who appear to need Mental Health services. Assessed 1170(h) inmates may subsequently be referred for medication evaluations. Inmates found to have alcohol and other drug services/mental health needs are referred to follow-up services. Upon release from custody, the 1170(h) inmates that require follow-up services are referred to the embedded Probation team or appropriate treatment provider referrals.

7.4.4.2 Year 4 Plan: No change from the prior year.

7.4.4.3 Year 4 Budget: The \$352,948 budget funds medications, services, supplies, and 1.80 FTE positions for twelve (12) months: 0.50 FTE LCSW/MFT, 0.30 FTE Psychiatrist, and 1.00 FTE Eligibility Worker.

7.4.5 "1370" Restoration Services

7.4.5.1 Program/Service Overview: California Penal Code Section 1370 states that, if a defendant is found mentally incompetent, their trial or judgment shall be suspended until the person becomes mentally competent. If the defendant is found mentally competent, the criminal process shall resume, the trial on the offense charged shall proceed, and judgment may be pronounced. The 1370 team provides evidence-based interventions designed to restore defendants to competency, so that they can participate in the legal process and have their cases adjudicated, thus reducing time spent in-custody. Mental Health staff assigned to this program report back to the court on the status of the restoration process as required by law. The 1370 team intensively case manages and engages this high risk population in treatment services while in-custody, and refers them to the appropriate out-of-custody mental health services when the case is resolved. The individuals who are not restored typically have their charges dropped with a resulting referral into services.

7.4.5.2 Year 4 Plan: No change from the prior year.

7.4.5.3 Year 4 Budget: The \$412,025 budget funds the following 1.85 FTE positions for 12 months: 1.50 FTE LCSW/MFT, 0.10 FTE Psychiatric Registered Nurse, and 0.25 Psychiatrist.

7.4.6 Inmate Risk Assessments

7.4.6.1 Program/Service Overview: The CCP recommends funding a Probation Officer to conduct risk and needs assessments of jail inmates, using a validated risk assessment tool. The tool identifies criminogenic needs and assesses the level of risk to reoffend in the areas of drugs, property, and violence. In conjunction with a comprehensive interview, the risk assessment helps guide programming, both in the jail and upon release to community supervision. The Probation Officer III position assigned to complete risk/need assessments on jail inmates sentenced under PC 1170(h), and felony probationers sentenced without a presentence report, was assigned to Probation's Investigations Unit. The augmented staffing allows the Investigations Unit to spread responsibility for conducting these assessments over a broader group of staff, which provide greater flexibility when completing the assessments. Assessments on new offenders are occurring prospectively, typically in conjunction with a presentence investigation.

7.4.6.2 Year 4 Plan: No changes from the prior year.

7.4.6.3 Year 4 Budget: \$143,072 to fund 1.0 FTE Probation Officer III for 12 months.

7.5 Out-of-Custody Programming and Detention Alternatives

The Out-of-Custody Programming and Detention Alternatives major program area includes all programs and services that support realigned offenders under community supervision, such as: substance use disorder treatment, evidence-based programming, employment training, and educational assistance. This category also includes all detention alternatives that allow the County to minimize use of traditional jail beds. These programs promote evidence-based programming and upstream investments. **Table 10** summarizes the CCP’s recommended budget for this major program; the following sub-sections provide supporting information for the individual program components:

Table 10: Out-of-Custody Programming & Detention Alternatives Budget

Budget Category	CCP Plan			Program Name	FTEs	FY 2014-15 Budget
	Ref	Dept/Agency				
Programming & Det Alts	7.5.1	Probation		Day Reporting Center (Staff)	9.00	\$943,750
	7.5.1	Probation		Day Reporting Center (Contract)	0.00	\$587,250
	7.5.1	Probation		Day Reporting Center (1x)	0.00	\$90,000
	7.5.2	Probation		DRC - Restorative Reentry	0.00	\$35,000
	7.5.3	Probation		SCOE GED Prep & Test	0.00	\$25,000
	7.5.4	Probation		Transitional Housing	0.00	\$144,000
	7.5.5	Probation		Domestic Violence Prog	0.00	\$14,400
	7.5.6	Probation		Supervised Adult Crew (SAC)	0.00	\$200,000
	7.5.7	Probation		Electronic Monitoring (Contract)	0.00	\$160,000
	7.5.7	Sheriff		Electronic Monitoring (Staff)	2.00	\$399,431
	7.5.8	Health		Community Mental Health	1.60	\$216,620
	7.5.9	Health		AODS SUD Services	1.00	\$124,780
	7.5.10	Health		SUD Contract Services	0.00	\$353,142
	7.5.11	Human Services		Employment and Eligibility	2.00	\$225,065
	7.5.12	Human Services		Business Rep (Contract)	0.00	\$50,000
7.5.13	Human Services		General Assistance (GA)	0.00	\$70,000	
7.5.14	Probation		DUI Court - Probation Officer	1.00	\$151,492	
7.5.14	Superior Court		DUI Court - Admin & Contracts	0.00	\$245,913	
Programming & Det Alts Total					16.60	\$4,035,843

7.5.1 Day Reporting Center

7.5.1.1 Program/Service Overview: Establishment and continued operation of the DRC is consistent with the guiding principles of the Sonoma County Criminal Justice Master Plan, which recommended that the County develop a DRC as a non-residential correctional option. The DRC provides a detention alternative to traditional incarceration for adult offenders who meet the criteria for the program. The DRC serves as the central point of evidence-based programming and structure for the PRCS, Mandatory Supervision, and Felony Probationers in the community. The DRC provides a variety of services, such as substance abuse treatment, a cognitive behavioral intervention program, life skills, and vocational skills. The DRC program is administered by the Probation Department.

- 7.5.1.2 Year 4 Plan: Sonoma County's DRC has historically been operated by a contractor, even though the 2010 CJMP recommended that the DRC be operated by the Probation Department. Effective 11/15/2014, responsibility for operating the DRC will transition from the current contract provider to the Probation Department. The new program model will entail Probation partnering with the Sheriff's Office, Department of Health Services, Human Services Department, and the Sonoma County Office of Education, to operate a Day Reporting Center. The new DRC will be focused on seamless, offender-engaged reentry service coordination that begins in custody, continues through supervision, and transitions the offender to ongoing community-based supports and services when supervision ends. Case coordination within the center will be led by each offender's Probation Officer in collaboration with service partners. The Probation Department would staff the center, along with embedded staff from system partners and contractors as appropriate (e.g., for substance abuse treatment services). The new DRC will be staffed to serve an average daily population of 150-160 participants, 6 days per week.
- 7.5.1.3 Year 4 Budget: The FY 2014-15 DRC budget of \$1,656,000 includes the following: (1) prorated contract costs for the current provider to operate the facility for 4.5 months (\$587,250); (2) partial year staffing for 9.0 FTE positions (\$943,750); (3) \$90,000 to cover one-time costs associated with the transition, such as purchase of furniture, computer equipment, and phones; and (4) \$35,000 for Restorative Justice to run their re-entry program pilot for family group conferencing and circles of support and accountability. The 9.0 FTE positions include: 1.0 FTE Probation Officer IV (supervisor), 5.0 FTE Probation Officer II, 2.0 FTE Probation Assistant, and 1.0 FTE Administrative Aide.

7.5.2 Restorative Reentry Program - Circles of Support

- 7.5.2.1 Program/Service Overview: Research shows those returning to the community following incarceration have a better chance of successful reintegration when they have strong connections with family and positive community members, and a solid reentry plan. The Restorative Reentry program provides an opportunity for accomplishing reunification and reconciliation with family, connection with positive community members, and development of a detailed reentry plan addressing all aspects of the participant's new life. The program brings together the incarcerated person with his/her family members and trained community support people to participate in a restorative justice dialogue, which focuses on accountability, reconciliation, achieving goals, and community reintegration. The family and community volunteers form a circle of support and accountability to support and hold the participant accountable to the reentry plan.
- 7.5.2.2 Year 4 Plan: New program for FY 2014-15.
- 7.5.2.3 Year 4 Budget: The \$35,000 contract budget is already included in the Day Reporting Center budget (refer to Section 7.5.1)

7.5.3 SCOE GED Preparation and Testing Services

- 7.5.3.1 Program/Service Overview: The Sonoma County Office of Education (SCOE) provides tutoring, preparation, and testing for the General Equivalency Diploma (GED) at the local Day Reporting Center. Each GED training session consists of five (5) hours of instruction per week for nine (9) weeks.
- 7.5.3.2 Year 4 Plan: No change from the prior year; however, the budget has been reduced to align with anticipated number of clients served.
- 7.5.3.3 Year 4 Budget: \$25,000 over twelve (12) months.

7.5.4 Transitional Housing

- 7.5.4.1 Program/Service Overview: Probation contracts with local transitional housing establishments to provide transitional residential services to homeless offenders who meet the criteria for the program. The AB 109 Transitional Housing Program participants are those who would otherwise be living marginally in the community, with little or no support, and who would likely resort to criminal behaviors if not for the support of a transitional place of residence. The over-arching goal of the program is to reduce recidivism and enhance public safety by providing a secure, sober living environment for offenders.
- 7.5.4.2 Year 4 Plan: For FY 2014-15, Probation executed a new contract with Inter-Faith Shelter Network (IFSN), which augments the existing transitional housing program by providing 10 additional dedicated beds and wrap-around services. IFSN will operate a zero-tolerance residential facility to provide the target offender population with an out-of-custody structured housing environment, including wrap-around supportive services, to assist with placement into permanent housing and transition back into the community. IFSN will coordinate with Probation to determine which wrap-around services will be provided to each participant, including: case management, individual therapy, counseling, skill-building, process group, employment preparation, and permanent housing search/placement assistance. IFSN's transitional housing program incorporates the evidence-based structure and philosophy of Moral Reconciliation Therapy (MRT).
- 7.5.4.3 Year 4 Budget: \$144,000 to cover contract costs.

7.5.5 Domestic Violence 52-Week Course

- 7.5.5.1 Program/Service Overview: The Probation Department will contract with the current certified local providers of mandated 52-week Domestic Violence programs to allow indigent offenders who pose a current safety risk to start counseling services. Offenders will be required to make a small co-payment, and funding will cover the first four (4) months of the program.
- 7.5.5.2 Year 4 Plan: No change from the prior year.

7.5.5.3 Year 4 Budget: \$14,400 to cover contract costs. The recommended budget assumes 24 individuals will receive scholarship assistance at a cost of \$600 per person.

7.5.6 Supervised Adult Crew (SAC)

7.5.6.1 Program/Service Overview: The Supervised Adult Crew (SAC) program allows Probation Work Release offenders to work off their 90-days or less jail sentences by working on SAC's crews in lieu of jail, completing community construction projects. Each day on a SAC crew counts as one day of jail time served. Offenders are screened by Probation Work Release staff, and scheduled to work on SAC crews during their days off from employment. In addition to work release offenders, SAC crews are comprised of: 1) select, low-risk Sheriff's Department in-custody offenders who have been prescreened for public safety concerns; and 2) adult probationers as a non-custody sanction for poor compliance with terms and conditions of probation.

7.5.6.2 Year 4 Plan: No change from the prior year.

7.5.6.3 Year 4 Budget: \$200,000, which equates to approximately 10% of the total annual SAC budget.

7.5.7 Electronic Monitoring Program

7.5.7.1 Program/Service Overview: Electronic monitoring is a critical tool used by law enforcement to increase public safety when monitoring offenders in the community, and it provides a cost-effective detention alternative for Sonoma County to manage its jail population. The Electronic Monitoring Program is jointly administered by the Sonoma County Sheriff (lead) and Probation Department. It contains both offender-funded and agency-funded program components. Both program components involve electronic monitoring of offenders on radio frequency, alcohol monitoring, GPS devices. The Sheriff's offender-funded program serves low-risk offenders and is run by the vendor at no-cost to Sonoma County. AB 109 Realignment funds cover Probation's agency-funded populations, including individuals classified as PRCS, Mandatory Supervision, Work Furlough, and Supervised Own Recognizance (SOR). The Correctional Sergeant and Correctional Deputy assigned to the Sheriff's Electronic Monitoring Program perform the following functions: reviewing jail population for EMP candidates; reviewing all out-of-custody defendants sentenced with stay dates for eligibility, and contacting them regarding EMP; processing applications for the program; identifying program requirements for each participant, to include, type of equipment, restrictions, schedules, and referrals to community-based rehabilitative programming; reviewing and responding to program violations; and serving as liaisons with contracted providers, Probation, and the Courts.

7.5.7.2 Year 4 Plan: No change from the prior year.

7.5.7.3 Year 4 Budget: A combined budget of \$559,431 funds both Probation and Sheriff Electronic Monitoring Program components for FY 2014-15. The Sheriff's budget of \$399,431 covers

the 2.0 FTEs assigned to administer the EM Program—1.0 FTE Correctional Sergeant and 1.0 FTE Correctional Deputy—plus overtime, cell phones, equipment, and supplies. Probation's budget of \$160,000 covers reimbursements to the contracted provider for the agency-funded portion of the Electronic Monitoring Program.

7.5.8 Community Mental Health Services

7.5.8.1 Program/Service Overview: The following 1.60 FTE Behavioral Health staff are embedded at Probation's Adult Division office: 1.00 FTE Licensed Clinical Social Worker or Marriage Family Therapist (LCSW/MFT), 0.50 FTE Eligibility Worker, and 0.10 FTE Psychiatrist. The LCSW/MFT conducts mental health assessments for individuals referred by Probation staff, and subsequently refers individuals to appropriate services. The Eligibility Worker assesses individuals who need mental health services to determine their eligibility for benefits (e.g., Medi-Cal, County Medical Services Program (CMSP), Social Security Insurance (SSI), CalFresh, and related programs). The Psychiatrist assesses each individual's need for medications and develops an initial medication service plan. The services provided by Behavioral Health staff embedded at Probation's office helps create system efficiencies, improve inter-departmental communication, and enhance offenders' access to needed services.

7.5.8.2 Year 4 Plan: No change from the prior year.

7.5.8.3 Year 4 Budget: \$216,620 to fund the 1.60 FTEs cited in Section 7.5.8.1 for 12 months.

7.5.9 Alcohol and Other Drug Services (AODS) Substance Use Disorder Treatment

7.5.9.1 Program/Service Overview: The Department of Health Services assigns an AODS Specialist to work at the Probation Office to assist with the assessment, referral, and case management of substance-abusing realigned offenders.

7.5.9.2 Year 4 Plan: No change from the prior year.

7.5.9.3 Year 4 Budget: \$124,780 to fund 1.0 FTE AODS Specialist for a period of 12 months.

7.5.10 Substance Use Disorder Contract Services

7.5.10.1 Program/Service Overview: The Department of Health Services contracts with local providers for residential, outpatient, and NTP (Narcotic Treatment Program - Methadone) services for substance abusing AB 109 offenders. The funding provides access to a continuum of care for the AB 109 offenders that includes residential and outpatient services. The program approach is to assess and refer offenders to an existing network of Substance Use Disorder (SUD) providers. Clients are referred to the appropriate service component based upon clinical assessment.

7.5.10.2 Year 4 Plan: No change from the prior year.

7.5.10.3 Year 4 Budget: \$353,142 to cover contract costs.

7.5.11 Employment and Eligibility Services

7.5.11.1 Program/Service Overview: The Human Services Department staffs an Employment & Training Coordinator to provide a single point of contact at Job Link to work with the AB 109 offenders. The Employment & Training Coordinator works in collaboration with Probation, the Department of Health Services, residential and out-patient services, the Day Reporting Center, and other partner agencies. The Coordinator provides vocational plans for clients and coordinates training (paid for by Job Link), as appropriate. An Eligibility Worker II assigned to the program coordinates economic assistance by receiving eligibility applications from the Department of Health Services to ensure faster processing. The Eligibility Worker takes additional applications and determines eligibility for Medi-Cal, CMSP, CalFresh, General Assistance (GA), and subsequently makes appropriate referrals.

7.5.11.2 Year 4 Plan: No change from the prior year.

7.5.11.3 Year 4 Budget: \$225,065 to fund 2.0 FTE positions for 12 months: 1.0 FTE Employment & Training Coordinator and 1.0 FTE Eligibility Worker II.

7.5.12 Business Representative (Contract)

7.5.12.1 Program/Service Overview: Through an existing contract with Goodwill Industries of the Redwood Empire, an additional Business Representative meets with local employers to identify appropriate jobs for the AB 109 population. The Business Representative collaborates with the Employment & Training Coordinator (reference sub-section 7.5.11).

7.5.12.2 Year 4 Plan: No change from the prior year.

7.5.12.3 Year 4 Budget: \$50,000 to cover contract costs.

7.5.13 General Assistance (GA)

7.5.13.1 Program/Service Overview: When an individual goes into a residential treatment program, the facility screens applicants and brings appropriate individuals to apply for GA benefits. If approved, the GA benefits go directly to the facility on behalf of the individual. Because the AB 109 budget provides for additional residential treatment beds, the CCP recommends reimbursing Human Services for GA funds provided to AB 109 clients, as allowable, while in residential treatment.

7.5.13.2 Year 4 Plan: No change from the prior year.

7.5.13.3 Year 4 Budget: The budget of \$70,000 covers the entire fiscal year.

7.5.14 DUI Treatment Court

7.5.14.1 Program/Service Overview: The Sonoma County Superior Court administers the multi-agency collaborative DUI Treatment Court program, which includes enhanced alcohol monitoring through Continuous Alcohol Monitoring devices, weekly judicial reviews, intensive supervision by a Probation Officer, and targeted alcohol treatment services from contracted local providers. The DUI Treatment Court targets both offenders with 1 or 2 prior convictions, and first-time offenders who exhibit high risk behaviors. An established interdisciplinary team comprised of Court staff, local treatment providers, probation professionals, representatives of the District Attorney and Public Defender offices, County treatment experts and judicial officers administer the existing program. The DUI Treatment Court provides a closely supervised treatment model, which employs a four-phase, graduated treatment program including counseling, drug testing, incentives and sanctions. The participants are monitored by a judicial officer and supervised by a probation officer, a Court management analyst, and a Behavioral Health Coordinator.

The Court contracts with local treatment providers whom, using evidenced-based practices and sharing a similar curriculum, are responsible for the day-to-day treatment of every DUI Court participant. Offenders participating in the program are required to attend regular group and individual counseling sessions, self-help meetings in addition to the County Drunk Driver Program, and are subject to regular random drug/alcohol testing. Participants' treatment and testing compliance is monitored by a Sonoma County Behavioral Health coordinator. The program affords the judge control to require specific sanctions, and conditions of probation. The Probation Officer links the client to county services, monitors the client's compliance with conditions of probation, works with the client to set realistic life goals, and provides structure and guidance to increase the likelihood of success. The PO also conducts random alcohol testing and can arrest an individual who needs to be remanded to jail.

7.5.14.2 Year 4 Plan: The CCP funded the DUI Treatment Court for only 9 months during Year 3. The DUI Court will be funded for the entire 12 month period of Year 4.

7.5.14.3 Year 4 Budget: The \$397,405 budget funds 1.0 FTE Probation Officer III for 12 months (\$151,492), Court Administration costs (\$125,913), Treatment Providers (\$120,000).

7.6 Parole Revocation Hearings

After passage of AB 109, the State Board of Parole Hearings initially retained responsibility for parole revocation hearings; however, that changed as of July 1, 2013, at which time the parole revocation process became a local court-based process. Local courts in Sonoma County, rather than the Board of Parole Hearings, became the designated authority for determining revocations. Under this new arrangement, only offenders previously sentenced to a term of life can be revoked to state prison instead of local jail. The Board of Parole Hearings continue to conduct the following types of hearings: parole consideration for lifers; medical parole hearings; mentally disordered offender cases; and sexually violent predator cases. The Parole Revocation Hearings major program area includes all programs and services needed to address the additional workload. **Table 11** summarizes the CCP’s recommended budget for this major program category; the following sub-sections provide supporting information for the individual program components:

Table 11: Parole Revocation Hearings Budget

Budget Category	CCP Plan			FY 2014-15	
	Ref	Dept/Agency	Program Name	FTEs	Budget
Parole Revoc Hearings	7.6.1	District Attorney	Parole Revocation Prosecution	1.00	\$203,745
	7.6.2	District Attorney	Parole Revocation Admin	1.00	\$78,319
	7.6.3	Public Defender	Parole Revocation Attorney	1.00	\$138,243
	7.6.4	Public Defender	Parole Revocation Investigator	0.50	\$53,184
Parole Revoc Hearings Total				3.50	\$473,491

7.6.1 District Attorney - Parole Revocation Hearings Case Prosecution

7.6.1.1 Program/Service Overview: Funds a Deputy District Attorney to support parole revocation hearings and prosecution of PRCS/AB 109 cases.

7.6.1.2 Year 4 Plan: No change from the prior year.

7.6.1.3 Year 4 Budget: \$203,745 funds 1.0 FTE Deputy District Attorney III for 12 months.

7.6.2 District Attorney – Legal Processor

7.6.2.1 Program/Service Overview: The Legal Processor

7.6.2.2 Year 4 Plan: The 1.0 FTE Victim Witness Advocate approved in Year 3 has been replaced by a Legal Processor.

7.6.2.3 Year 4 Budget: \$78,319 funds 1.0 FTE Legal Processor II for 12 months.

7.6.3 Public Defender - Parole Revocation Hearings Attorney

7.6.3.1 Program/Service Overview: The Parole Revocation Attorney ("PRA") represents most of people facing parole revocations. The PRA promptly reviews revocation petitions, reports, and criminal history of a parolee upon receipt of the petition and discovery. The PRA also sends copies of relevant documents to the client and conducts an in-depth interview with the client in the jail. This occurs in almost all cases prior to the next appearance in court after receipt of the violation petition and discovery. The PRA creates the investigation plan and legal research when appropriate, discusses clients with parole officers, seeks counseling alternatives for clients, conducts plea bargain negotiations with the District Attorney's Office, appears in trial courts when cases are set for motions or hearings and conducts violation of parole hearings. In addition, the PRA maintains statistics on the cases represented by the Law Office of the Public Defender.

7.6.3.2 Year 4 Plan: No change from the prior year.

7.6.3.3 Year 4 Budget: \$138,243 to fund 1.0 FTE Public Defender Attorney (Extra Help) for 12 months.

7.6.4 Public Defender – Parole Revocation Hearings Investigator

7.6.4.1 Program/Service Overview: The Parole Revocation Hearings Investigator (PRHI) conducts in-house and field investigations related to parolees, PRCS clients, and Mandatory Supervision clients. The PRHI's duties include, but are not limited to: review of records, conducting witness interviews, providing Spanish translation assistance, issuing subpoenas, retrieving medical documents, releasing client information, and retrieving investigative information at the request of an attorney.

7.6.4.2 Year 4 Plan: No change from the prior year.

7.6.4.3 Year 4 Budget: \$53,184 to fund 0.5 FTE Investigator for period of 12 months.

7.7 Pre-Trial Services

Sonoma County’s 2010 Criminal Justice Master Plan highlighted Pre-Trial Services as a key recommended initiative. **Table 12** summarizes the CCP’s recommended budget for Pre-Trial Services:

Table 12: Pre-Trial Services Budget

Budget Category	CCP Plan			FY 2014-15	
	Ref	Dept/Agency	Program Name	FTEs	Budget
Pre-Trial Services	7.7.1	Probation	Pre-Trial Consultant	0.00	\$51,120
	7.7.1	Probation	Pre-Trial Electronic Monitoring	0.00	\$125,000
	7.7.1	Probation	Pre-Trial Supervision	5.00	\$649,661
	7.7.1	Sheriff	Assessment Staff	4.00	\$699,071
	7.7.1	Sheriff	Renovation & Equipment (1x)	0.00	\$91,500
Pre-Trial Services Total				9.00	\$1,616,352

7.7.1 Pre-Trial Services

- 7.7.1.1 Program/Service Overview: The Pre-Trial Services program is a core system function that provides universal front-end screening for all persons booked into jail, supports jail management, reduces pre-trial failure, and facilitates efficient case processing. Implementation of a full-service Pre-Trial Services program was a key recommendation of Sonoma County’s Criminal Justice Master Plan. The proposed Pre-Trial Services program will have two components: the assessment component, which will operate as a function of the Sheriff’s Classification Unit in the Main Adult Detention Facility; and the supervision component, which will operate as a supervision unit of the Probation Department.
- 7.7.1.2 Year 4 Plan: The program is expected to launch in Fall 2014. During the remainder of FY 2014-15, Phase 3 work for Pre-Trial Services will include implementing the performance measurement criteria, evaluating the program, and adjusting staffing and resource allocations based on actual workload. Sheriff’s assessment staff positions have been reduced from 6.0 FTE to 4.0 FTE, reflecting the latest staffing plan for the program. Probation added 2.0 FTE Probation Officer II positions to provide community supervision of the pre-trial population. Electronic monitoring costs have increased to align with the anticipated launch of the program and larger caseloads. One-time costs for building renovations and equipment have also been added to the budget.
- 7.7.1.3 Year 4 Budget: The combined FY 2014-15 Pre-Trial Services budget for both Sheriff and Probation is \$1,616,352 over 12 months. The Sheriff’s budget of \$790,571 includes \$699,071 to fund 4.0 FTE Correctional Deputies for 12 months, plus one-time costs of \$91,500 to cover building renovations, computers, and phones. Probation’s budget includes \$649,661 to fund 5.0 FTE positions for 12 months: 2.0 FTE Probation Officer III, 2.0 FTE Probation Officer II, and 1.0 FTE Senior Legal Processor. Probation’s budget also includes \$125,000 to cover electronic monitoring contract costs for the pre-trial population, and \$51,120 to reimburse the consultant hired to facilitate program design and implementation.

7.8 Data Management

The Data Management major program area includes all programs and services that involve capturing, analyzing, and reporting data pertaining to AB 109 offenders. **Table 13** summarizes the CCP’s recommended budget for the Data Management program category; the following sub-sections provide supporting information for the individual program components:

Table 13: Data Management Budget

Budget Category	CCP Plan			FY 2014-15	
	Ref	Dept/Agency	Program Name	FTEs	Budget
Data Management	7.8.1	ISD	Programming Support	0.00	\$124,990
	7.8.2	ISD	Data Evaluation & Analysis	0.00	\$100,000
Data Management Total				0.00	\$224,990

7.8.1 Programming Support

- 7.8.1.1 Program/Service Overview: This funding allocation support’s the Information Systems Department’s programming needs for the Integrated Justice System (IJS) that relates to capturing, measuring, and reporting information on AB 109 populations. ISD continues to streamline and implement new functionality in IJS to provide improved management and reporting of State Realignment Populations.
- 7.8.1.2 Year 4 Plan: No change from the prior year.
- 7.8.1.3 Year 4 Budget: \$124,990 over 12 months to fund programming time. Changes to ISD’s staffing allocation are not required.

7.8.2 Data Evaluation & Analysis Consultant

- 7.8.2.1 Program/Service Overview: The CCP will contract with a consultant to establish a plan for evaluating and collecting appropriate data to determine the impact that realignment populations have on County resources, as well as the outcomes of programs and services. Given the importance of meaningful analysis of the impact of State Realignment, a plan for establishing metrics and appropriate identifiers is critical. The consultant will collaborate with the CCP’s Data Management and Evaluation Subcommittee co-chairs.
- 7.8.2.2 Year 4 Plan: No change from the prior year.
- 7.8.2.3 Year 4 Budget: \$100,000 to contract with a consultant.

7.9 Other Programs

The Other Programs category includes a variety of programs and services that either support the CCP’s planning efforts or address needs of partner agencies, external to the County, that have been impacted by Realignment. **Table 14** summarizes the CCP’s recommended budget for Other Programs; the following sub-sections provide supporting information for the individual program components:

Table 14: Other Programs Budget

Budget Category	CCP Plan			FY 2014-15	
	Ref	Dept/Agency	Program Name	FTEs	Budget
Other Programs	7.9.1	Probation	Local Law Enforcement Support	0.00	\$50,000
	7.9.2	County Counsel	Legal Support	0.00	\$50,000
	7.9.3	District Attorney	Gang Task Force Investigator	0.50	\$92,584
	7.9.4	SRPD	SRPD Task Force Officer	0.00	\$94,762
	7.9.5	Superior Court	"1368" Assessments	0.00	\$97,125
Other Programs Total				0.50	\$384,471

7.9.1 Local Law Enforcement Support

7.9.1.1 Program/Service Overview: Funding to reimburse local law enforcement agencies for special field operations that require additional or unanticipated law enforcement support. Such collaborative activities typically would be planned with Probation and jointly executed, to include searches, arrests, welfare checks, absconder recovery, and/or emergency response by law enforcement when assisting Probation in supervision of this high-risk population.

7.9.1.2 Year 4 Plan: No changes from prior year.

7.9.1.3 Year 4 Budget: \$50,000 to reimburse overtime costs incurred by local law enforcement agencies.

7.9.2 Legal Support

7.9.2.1 Program/Service Overview: County Counsel provides legal services upon request by the CCP or member agencies on Realignment issues. County Counsel analyzes issues and provides legal opinions on the interpretation and application of various Realignment statutes.

7.9.2.2 Year 4 Plan: No change from prior years.

7.9.2.3 Year 4 Budget: \$50,000 to cover ad-hoc legal support during the entire fiscal year. Work will be performed by existing County Counsel staff; therefore, no changes to position allocations will be needed.

7.9.3 District Attorney - Gang Task Force Investigator

7.9.3.1 Program/Service Overview: The District Attorney's Office participates in the Safe Streets Criminal Gang Enforcement Task Force with local law enforcement agencies and the Federal Bureau of Investigations. Members of the task force are tasked with gathering intelligence to identify criminal gang activity and criminal gang members in Sonoma County. The DA will staff one Task Force Investigator to provide the investigative support and court appearance time expected for the AB 109 population. The Investigator provides intelligence regarding gang activity to Probation and other law enforcement partners, and also participates in law enforcement joint operations.

7.9.3.2 Year 4 Plan: Position allocation reduced from 1.0 TE to 0.5 FTE.

7.9.3.3 Year 4 Budget: \$92,584 to fund 0.5 FTE DA Investigator for 12 months.

7.9.4 Santa Rosa Police Department – Gang Task Force Officer

7.9.4.1 Program/Service Overview: The Santa Rosa Police Department (SRPD) participates in the North Bay Regional Gang Task Force (Safe Streets) with other local law enforcement agencies and the Federal Bureau of Investigations. Members of the task force are tasked with gathering intelligence to identify criminal gang activity and criminal gang members in Sonoma County, along with conducting proactive law enforcement operations targeting violent criminal enterprises. The additional capacity provided by the Gang Task Force Officer allows SRPD to meet the increased investigative workload resulting from AB 109 offender activity in the local community.

7.9.4.2 Year 4 Plan: No changes from the prior year.

7.9.4.3 Year 4 Budget: \$94,762 to reimburse SRPD for 0.50 FTE Police Officer salary and benefits.

7.9.5 "1368" Mental Competency Assessments

7.9.5.1 Program/Service Overview: The Sonoma County Superior Court's contract psychologist provides early assessments of criminal defendants to determine whether a Penal Code 1368 competency process should be ordered, thereby limiting non-competency cases from delaying the process. The psychologist provides pre-screening for 1368 referrals from the Court and conducts interviews and reviews of the file in order to provide a report to the court. This quick assessment provides for efficient movement of cases where competency is determined not to be an issue, thereby reducing potential jail bed days.

7.9.5.2 Year 4 Plan: No change from the prior year.

7.9.5.3 Year 4 Budget: \$97,125 to reimburse the Superior Court for contract costs.

FY 2014-15 Public Safety Realignment Implementation Plan

County of Sonoma - Community Corrections Partnership

Attachment "A"

Exhibit A: Community Corrections Partnership Roster

Sonoma County Community Corrections Partnership Roster (as of May 2014)

Executive Committee (Voting)		
Member	Name	Title
Chief Probation Officer (Chair)	Robert M. Ochs	Chief Probation Officer
Chief of Police	Jeffrey Weaver	Chief, City of Sebastopol Police Department
District Attorney	Jill Ravitch	District Attorney
Public Defender	Kathleen Pozzi	Public Defender
Sheriff	Steve Freitas	Sheriff
Superior Court	Jose Guillen	Superior Court Executive Officer
Health Services/Mental Health	Michael Kennedy	Director of Behavioral Health

Full Committee		
Member	Name	Title
Chief Probation Officer (Chair)	Robert M. Ochs	Chief Probation Officer
Chief of Police	Jeffrey Weaver	Chief, City of Sebastopol Police Department
District Attorney	Jill Ravitch	District Attorney
Public Defender	Kathleen Pozzi	Public Defender
Sheriff	Steve Freitas	Sheriff
Superior Court	Jose Guillen	Superior Court Executive Officer
Health Services/Mental Health	Michael Kennedy	Director of Behavioral Health
Board of Supervisors	Efren Carrillo	5th District Supervisor
County Administrator's Office	Veronica Ferguson	County Administrator
County Administrator's Office	Mary Booher	Administrative Analyst
Human Services	Jerry Dunn	Director, Human Services
Employment Services	Karen Fies	Assistant Director, Human Services
Victim Services	Gloria Eurotas	Victim Services Director, District Attorney's Office
Office of Education	Steven Herrington	Superintendent, Sonoma County Schools
Superior Court	Kenneth Gness	Superior Court Presiding Judge
Community-Based Organization	Marlus Stewart	Director, Drug Abuse Alternative Center

FY 2014-15 Public Safety Realignment Implementation Plan

County of Sonoma - Community Corrections Partnership

Attachment "A"

Exhibit B: Budget by Program

				FY 2014-15	
Budget Category	Dept/Agency	Program Name	FTEs	Budget	
Administration	Probation	Department Analyst	1.00	\$136,771	
	Probation Total		1.00	\$136,771	
	Sheriff	Department Analyst	1.00	\$137,680	
	Sheriff Total		1.00	\$137,680	
Administration Total			2.00	\$274,451	
Community Supervision	Probation	AB109 Supervision Units	13.00	\$2,024,691	
		Offender Needs Fund	0.00	\$2,000	
	Probation Total		13.00	\$2,026,691	
	Sheriff	Detective	1.00	\$221,631	
	Sheriff Total		1.00	\$221,631	
Community Supervision Total			14.00	\$2,248,322	
Custody	Sheriff	Jail Unit 1	8.00	\$1,530,465	
		Jail Unit 2	0.00	\$0	
		SERT Training	0.00	\$23,216	
	Sheriff Total		8.00	\$1,553,681	
Custody Total			8.00	\$1,553,681	
In-Custody Programming	Health	"1370" Restoration Services	1.85	\$412,025	
		In-Custody Mental Health	1.80	\$352,948	
		Starting Point	1.45	\$243,084	
	Health Total		5.10	\$1,008,057	
	Probation	Inmate Risk Assessments	1.00	\$143,072	
	Probation Total		1.00	\$143,072	
	Sheriff	Jail Programs	0.00	\$138,412	
		Inmate Program Sergeant	1.00	\$173,555	
	Sheriff Total		1.00	\$311,967	
In-Custody Programming Total			7.10	\$1,463,096	
Parole Revoc Hearings	District Attorney	Parole Revocation Admin	1.00	\$78,319	
		Parole Revocation Prosecution	1.00	\$203,745	
	District Attorney Total		2.00	\$282,064	
	Public Defender	Parole Revocation Attorney	1.00	\$138,243	
		Parole Revocation Investigator	0.50	\$53,184	
	Public Defender Total		1.50	\$191,427	
Parole Revoc Hearings Total			3.50	\$473,491	
Pre-Trial Services	Probation	Pre-Trial Consultant	0.00	\$51,120	
		Pre-Trial Electronic Monitoring	0.00	\$125,000	
		Pre-Trial Supervision	5.00	\$649,661	
	Probation Total		5.00	\$825,781	
	Sheriff	Assessment Staff	4.00	\$699,071	
		Renovation & Equipment (1x)	0.00	\$91,500	
	Sheriff Total		4.00	\$790,571	
Pre-Trial Services Total			9.00	\$1,616,352	

FY 2014-15 Public Safety Realignment Implementation Plan

County of Sonoma - Community Corrections Partnership

Attachment "A"

Exhibit B: Budget by Program (Continued)

Budget Category	Dept/Agency	Program Name	FY 2014-15		
			FTEs	Budget	
Programming & Det Alts	Health	AODS SUD Services	1.00	\$124,780	
		Community Mental Health	1.60	\$216,620	
		SUD Contract Services	0.00	\$353,142	
	Health Total			2.60	\$694,542
	Human Services	Business Rep (Contract)	0.00	\$50,000	
		Employment and Eligibility	2.00	\$225,065	
		General Assistance (GA)	0.00	\$70,000	
	Human Services Total			2.00	\$345,065
	Probation		Day Reporting Center (Staff)	9.00	\$943,750
			Day Reporting Center (Contract)	0.00	\$587,250
			Day Reporting Center (1x)	0.00	\$90,000
			Domestic Violence Prog	0.00	\$14,400
DRC - Restorative Reentry			0.00	\$35,000	
DUI Court - Probation Officer			1.00	\$151,492	
Electronic Monitoring (Contract)			0.00	\$160,000	
SCOE GED Prep & Test			0.00	\$25,000	
Supervised Adult Crew (SAC)			0.00	\$200,000	
Transitional Housing			0.00	\$144,000	
Probation Total			10.00	\$2,350,892	
Sheriff		Electronic Monitoring (Staff)	2.00	\$399,431	
		Sheriff Total			2.00
Superior Court		DUI Court - Admin & Contracts	0.00	\$245,913	
		Superior Court Total			0.00
Programming & Det Alts Total			16.60	\$4,035,843	
Data Management	ISD	Data Evaluation & Analysis	0.00	\$100,000	
		Programming Support	0.00	\$124,990	
		ISD Total			0.00
Data Management Total			0.00	\$224,990	
Other Programs	CAO/Gen Svcs	SB1022 Application Support	0.00	\$0	
		CAO/Gen Svcs Total			0.00
	County Counsel	Legal Support		0.00	\$50,000
			County Counsel Total		
	District Attorney	Gang Task Force Investigator		0.50	\$92,584
			District Attorney Total		
	Probation		CCP Consulting Support	0.00	\$0
			Local Law Enforcement Support	0.00	\$50,000
	Probation Total			0.00	\$50,000
	SRPD		SRPD Task Force Officer	0.00	\$94,762
			SRPD Total		
	Superior Court		"1368" Assessments	0.00	\$97,125
Superior Court Total			0.00	\$97,125	
Other Programs Total			0.50	\$384,471	
Grand Total			60.70	\$12,274,697	

FY 2014-15 Public Safety Realignment Implementation Plan

County of Sonoma - Community Corrections Partnership

Attachment "A"

Exhibit C: Budget by Department

Dept/Agency	Budget Category	Program Name	FTEs	FY 2014-15 Budget	
Probation	Administration	Department Analyst	1.00	\$136,771	
	Administration Total		1.00	\$136,771	
	Community Supervision	AB109 Supervision Units	13.00	\$2,024,691	
		Offender Needs Fund	0.00	\$2,000	
	Community Supervision Total		13.00	\$2,026,691	
	In-Custody Programming	Inmate Risk Assessments	1.00	\$143,072	
	In-Custody Programming Total		1.00	\$143,072	
	Pre-Trial Services	Pre-Trial Consultant		0.00	\$51,120
		Pre-Trial Electronic Monitoring		0.00	\$125,000
		Pre-Trial Supervision		5.00	\$649,661
	Pre-Trial Services Total		5.00	\$825,781	
	Programming & Det Alts	Day Reporting Center (Staff)		9.00	\$943,750
		Day Reporting Center (Contract)		0.00	\$587,250
		Day Reporting Center (1x)		0.00	\$90,000
		Domestic Violence Prog		0.00	\$14,400
		DRC - Restorative Reentry		0.00	\$35,000
		DUI Court - Probation Officer		1.00	\$151,492
		Electronic Monitoring (Contract)		0.00	\$160,000
		SCOE GED Prep & Test		0.00	\$25,000
		Supervised Adult Crew (SAC)		0.00	\$200,000
Transitional Housing			0.00	\$144,000	
Programming & Det Alts Total		10.00	\$2,350,892		
Other Programs	CCP Consulting Support		0.00	\$0	
	Local Law Enforcement Support		0.00	\$50,000	
Other Programs Total		0.00	\$50,000		
Probation Total			30.00	\$5,533,207	
Sheriff	Administration	Department Analyst	1.00	\$137,680	
	Administration Total		1.00	\$137,680	
	Community Supervision	Detective	1.00	\$221,631	
	Community Supervision Total		1.00	\$221,631	
	Custody	Jail Unit 1		8.00	\$1,530,465
		SERT Training		0.00	\$23,216
	Custody Total		8.00	\$1,553,681	
	In-Custody Programming	Jail Programs		0.00	\$138,412
		Inmate Program Sergeant		1.00	\$173,555
	In-Custody Programming Total		1.00	\$311,967	
	Pre-Trial Services	Assessment Staff		4.00	\$699,071
		Renovation & Equipment (1x)		0.00	\$91,500
	Pre-Trial Services Total		4.00	\$790,571	
	Programming & Det Alts	Electronic Monitoring (Staff)		2.00	\$399,431
Programming & Det Alts Total		2.00	\$399,431		
Sheriff Total			17.00	\$3,414,961	

FY 2014-15 Public Safety Realignment Implementation Plan

County of Sonoma - Community Corrections Partnership

Attachment "A"

Exhibit C: Budget by Department (Continued)

Dept/Agency	Budget Category	Program Name	FY 2014-15		
			FTEs	Budget	
Health	In-Custody Programming	"1370" Restoration Services	1.85	\$412,025	
		In-Custody Mental Health	1.80	\$352,948	
		Starting Point	1.45	\$243,084	
	In-Custody Programming Total		5.10	\$1,008,057	
	Programming & Det Alts	AODS SUD Services	1.00	\$124,780	
		Community Mental Health	1.60	\$216,620	
		SUD Contract Services	0.00	\$353,142	
	Programming & Det Alts Total		2.60	\$694,542	
	Health Total			7.70	\$1,702,599
	Human Services	Programming & Det Alts	Business Rep (Contract)	0.00	\$50,000
Employment and Eligibility			2.00	\$225,065	
General Assistance (GA)			0.00	\$70,000	
Programming & Det Alts Total		2.00	\$345,065		
Human Services Total			2.00	\$345,065	
County Counsel	Other Programs	Legal Support	0.00	\$50,000	
		Other Programs Total		0.00	\$50,000
County Counsel Total			0.00	\$50,000	
District Attorney	Parole Revoc Hearings	Parole Revocation Admin	1.00	\$78,319	
		Parole Revocation Prosecution	1.00	\$203,745	
	Parole Revoc Hearings Total		2.00	\$282,064	
	Other Programs	Gang Task Force Investigator	0.50	\$92,584	
		Other Programs Total		0.50	\$92,584
District Attorney Total			2.50	\$374,648	
ISD	Data Management	Data Evaluation & Analysis	0.00	\$100,000	
		Programming Support	0.00	\$124,990	
	Data Management Total		0.00	\$224,990	
ISD Total			0.00	\$224,990	
Public Defender	Parole Revoc Hearings	Parole Revocation Attorney	1.00	\$138,243	
		Parole Revocation Investigator	0.50	\$53,184	
	Parole Revoc Hearings Total		1.50	\$191,427	
Public Defender Total			1.50	\$191,427	
SRPD	Other Programs	SRPD Task Force Officer	0.00	\$94,762	
		Other Programs Total		0.00	\$94,762
SRPD Total			0.00	\$94,762	
Superior Court	Programming & Det Alts	DUI Court - Admin & Contracts	0.00	\$245,913	
		Programming & Det Alts Total		0.00	\$245,913
	Other Programs	"1368" Assessments	0.00	\$97,125	
Other Programs Total		0.00	\$97,125		
Superior Court Total			0.00	\$343,038	
Grand Total			60.70	\$12,274,697	

FY 2014-15 Public Safety Realignment Implementation Plan

County of Sonoma - Community Corrections Partnership

Attachment "A"

Exhibit D: Fiscal Year 2014-15 Staffing Summary

Department	Program	Position Title	FY 12-13				FY 13-14		FY 14-15	
			FTE	Change	FTE	Change	Q1 FTE	FTE	FTE	Total FTE
☑ District Attorney	☑ Victim Services	Victim Witness Advocate II			1.00	(1.00)			0.00	
	Victim Services Total				1.00	(1.00)			0.00	
	☑ Gang Taskforce	DA Investigator			0.50	(0.50)			0.50	
	Gang Taskforce Total				0.50	(0.50)			0.50	
	☑ Parole Revocation	Deputy District Attorney III			1.00				1.00	
		Legal Processor II				1.00			1.00	
	Parole Revocation Total				1.00	1.00			2.00	
District Attorney Total					0.50	2.50	(0.50)		2.50	
☑ Health Services	☑ AODS SUD Services	AODS Specialist			1.00				1.00	
	AODS SUD Services Total				1.00				1.00	
	☑ Community Mental Health	Eligibility Worker	0.50	0.00					0.50	
		Licensed Clinical Social Worker	0.50	0.50					1.00	
		Staff Psychiatrist	0.20	(0.10)					0.10	
	Community Mental Health Total		1.20	0.40					1.60	
	☑ In-Custody Mental Health	Eligibility Worker	0.50						0.50	
		Forensic Psychiatrist	0.15		0.15				0.30	
		Licensed Clinical Social Worker	0.50		0.50				1.00	
	In-Custody Mental Health Total		1.15		0.65				1.80	
	☑ Starting Point	AODS Drug Counselor			1.00			0.45	1.45	
	Starting Point Total				1.00			0.45	1.45	
	☑ 1370 Restoration Services	Licensed Clinical Social Worker			1.50				1.50	
		Psychiatric Registered Nurse			0.10				0.10	
		Staff Psychiatrist			0.25				0.25	
	1370 Restoration Services Total				1.85				1.85	
Health Services Total			2.35	4.25	0.65		0.45		7.70	
☑ Human Services	☑ Employment & Eligibility	Eligibility Worker II			1.00				1.00	
		Employment Coordinator			1.00				1.00	
	Employment & Eligibility Total				2.00				2.00	
Human Services Total					2.00				2.00	
☑ Probation	☑ AB109 Supervision Unit	Probation Officer III	7.00	3.00					10.00	
		Probation Officer IV	1.00	1.00					2.00	
		Senior Legal Processor	1.00						1.00	
	AB109 Supervision Unit Total		9.00	4.00					13.00	
	☑ Administration	Department Analyst	1.00						1.00	
	Administration Total		1.00						1.00	
	☑ Day Reporting Center	Administrative Aide						1.00	1.00	
		Probation Assistant						2.00	2.00	
		Probation Officer II						5.00	5.00	
		Probation Officer IV						1.00	1.00	
	Day Reporting Center Total							9.00	9.00	
	☑ DUI Treatment Court	Probation Officer III					1.00		1.00	
	DUI Treatment Court Total						1.00		1.00	
	☑ Jail Assessments	Probation Officer III			1.00				1.00	
	Jail Assessments Total				1.00				1.00	
	☑ Pre-Trial Services	Probation Officer II						2.00	2.00	
		Probation Officer III			2.00				2.00	
		Senior Legal Processor			1.00				1.00	
	Pre-Trial Services Total				3.00			2.00	5.00	
Probation Total			10.00	8.00		1.00	11.00		30.00	

FY 2014-15 Public Safety Realignment Implementation Plan

County of Sonoma - Community Corrections Partnership

Attachment "A"

Exhibit D: Fiscal Year 2014-15 Staffing Summary (Continued)

Department	Program	Position Title	FY 12-13 FY 13-14 FY 13-14 FY 14-15					FY 14-15 Total FTE
			FY 11-12 FTE	FTE Change	FTE Change	Q1 FTE Change	FTE Change	
Public Defender	Parole Revocation	Deputy Public Defender			1.00			1.00
		Public Defender Investigator			0.50			0.50
	Parole Revocation Total				1.50			1.50
Public Defender Total					1.50		1.50	
Sheriff	Administration	Department Analyst					1.00	1.00
		Administration Total					1.00	1.00
	Detective	Correctional Deputy II	1.00					1.00
		Detective Total	1.00					1.00
	Electronic Monitoring	Correctional Deputy II		1.00				1.00
		Correctional Sergeant		1.00				1.00
	Electronic Monitoring Total		2.00				2.00	
	Jail Unit	Cook		1.00				1.00
		Correctional Deputy II	4.00					4.00
		Detention Assistant	1.00					1.00
		Legal Processor II	1.00		1.00			2.00
	Jail Unit Total	6.00	1.00	1.00			8.00	
	Pre-Trial Services	Correctional Deputy		6.00			(2.00)	4.00
Pre-Trial Services Total			6.00			(2.00)	4.00	
Inmate Prog Mgr	Correctional Sergeant		0.00	1.00			1.00	
	Program Manager		1.00	(1.00)			0.00	
Inmate Prog Mgr Total			1.00	0.00			1.00	
Sheriff Total		7.00	10.00	1.00		(1.00)	17.00	
Grand Total		19.35	24.75	5.65	0.50	10.45	60.70	

FY 2014-15 Public Safety Realignment Implementation Plan

County of Sonoma - Community Corrections Partnership

Attachment "A"

Exhibit E: FY 2013-14 vs. FY 2014-15 CCP Budget Comparison

Dept/Agency	Budget Category	Program Name	FY 2013-14		FY 2014-15
			Budget	YoY Change	Budget
Probation	Administration	Department Analyst	\$137,163	(\$393)	\$136,771
	Administration Total		\$137,163	(\$393)	\$136,771
	Community Supervision	AB109 Supervision Units	\$1,967,596	\$57,096	\$2,024,691
		Offender Needs Fund	\$2,000	\$0	\$2,000
	Community Supervision Total		\$1,969,596	\$57,096	\$2,026,691
	In-Custody Programming	Inmate Risk Assessments	\$146,732	(\$3,660)	\$143,072
	In-Custody Programming Total		\$146,732	(\$3,660)	\$143,072
	Pre-Trial Services	Pre-Trial Consultant	\$72,480	(\$21,360)	\$51,120
		Pre-Trial Electronic Monitoring	\$15,000	\$110,000	\$125,000
		Pre-Trial Supervision	\$416,395	\$233,266	\$649,661
	Pre-Trial Services Total		\$503,875	\$321,906	\$825,781
	Programming & Det Alts	Day Reporting Center (Staff)	\$0	\$943,750	\$943,750
		Day Reporting Center (Contract)	\$1,653,000	(\$1,065,750)	\$587,250
		Day Reporting Center (1x)	\$0	\$90,000	\$90,000
		Domestic Violence Prog	\$27,120	(\$12,720)	\$14,400
		DRC - Restorative Reentry	\$0	\$35,000	\$35,000
		DUI Court - Probation Officer	\$115,221	\$36,271	\$151,492
		Electronic Monitoring (Contract)	\$100,320	\$59,680	\$160,000
		SCOE GED Prep & Test	\$43,000	(\$18,000)	\$25,000
		Supervised Adult Crew (SAC)	\$200,000	\$0	\$200,000
Transitional Housing		\$144,000	\$0	\$144,000	
Programming & Det Alts Total		\$2,282,661	\$68,231	\$2,350,892	
Other Programs	CCP Consulting Support	\$0	\$0	\$0	
	Local Law Enforcement Support	\$50,000	\$0	\$50,000	
Other Programs Total		\$50,000	\$0	\$50,000	
Probation Total			\$5,090,027	\$443,180	\$5,533,207
Sheriff	Administration	Department Analyst	\$0	\$137,680	\$137,680
	Administration Total		\$0	\$137,680	\$137,680
	Community Supervision	Detective	\$217,486	\$4,145	\$221,631
		Community Supervision Total		\$217,486	\$4,145
	Custody	Jail Unit 1	\$1,480,281	\$50,184	\$1,530,465
		Jail Unit 2	\$850,000	(\$850,000)	\$0
		SERT Training	\$44,685	(\$21,469)	\$23,216
	Custody Total		\$2,374,966	(\$821,285)	\$1,553,681
	In-Custody Programming	Inmate Program Sergeant	\$172,294	\$1,261	\$173,555
		Jail Programs	\$138,412	\$0	\$138,412
	In-Custody Programming Total		\$310,706	\$1,261	\$311,967
	Pre-Trial Services	Assessment Staff	\$1,015,563	(\$316,492)	\$699,071
		Renovation & Equipment (1x)	\$0	\$91,500	\$91,500
	Pre-Trial Services Total		\$1,015,563	(\$224,992)	\$790,571
	Programming & Det Alts	Electronic Monitoring (Staff)	\$398,865	\$566	\$399,431
Programming & Det Alts Total		\$398,865	\$566	\$399,431	
Sheriff Total			\$4,317,586	(\$902,625)	\$3,414,961
Human Services	Programming & Det Alts	Business Rep (Contract)	\$50,000	\$0	\$50,000
		Employment and Eligibility	\$225,065	\$0	\$225,065
		General Assistance (GA)	\$70,000	\$0	\$70,000
Programming & Det Alts Total		\$345,065	\$0	\$345,065	
Human Services Total			\$345,065	\$0	\$345,065

FY 2014-15 Public Safety Realignment Implementation Plan

County of Sonoma - Community Corrections Partnership

Attachment "A"

Exhibit E: FY 2013-14 vs. FY 2014-15 CCP Budget Comparison

(Continued)

Dept/Agency	Budget Category	Program Name	FY 2013-14		FY 2014-15
			Budget	YoY Change	Budget
Health	In-Custody Programming	"1370" Restoration Services	\$412,025	\$0	\$412,025
		In-Custody Mental Health	\$352,948	\$0	\$352,948
		Starting Point	\$151,500	\$91,584	\$243,084
In-Custody Programming Total			\$916,473	\$91,584	\$1,008,057
	Programming & Det Alts	AODS SUD Services	\$151,998	(\$27,218)	\$124,780
		Community Mental Health	\$216,620	\$0	\$216,620
		SUD Contract Services	\$315,000	\$38,142	\$353,142
Programming & Det Alts Total			\$683,618	\$10,924	\$694,542
Health Total			\$1,600,091	\$102,508	\$1,702,599
District Attorney	Parole Revoc Hearings	Parole Revocation Admin	\$39,859	\$38,460	\$78,319
		Parole Revocation Prosecution	\$182,187	\$21,558	\$203,745
		Parole Revoc Hearings Total		\$222,046	\$60,018
	Other Programs	Gang Task Force Investigator	\$130,584	(\$38,000)	\$92,584
Other Programs Total			\$130,584	(\$38,000)	\$92,584
District Attorney Total			\$352,630	\$22,018	\$374,648
Public Defender	Parole Revoc Hearings	Parole Revocation Attorney	\$120,369	\$17,874	\$138,243
		Parole Revocation Investigator	\$55,873	(\$2,689)	\$53,184
		Parole Revoc Hearings Total		\$176,242	\$15,185
Public Defender Total			\$176,242	\$15,185	\$191,427
County Counsel	Other Programs	Legal Support	\$50,000	\$0	\$50,000
		Other Programs Total		\$50,000	\$0
County Counsel Total			\$50,000	\$0	\$50,000
ISD	Data Management	Data Evaluation & Analysis	\$20,000	\$80,000	\$100,000
		Programming Support	\$124,990	\$0	\$124,990
		Data Management Total		\$144,990	\$80,000
ISD Total			\$144,990	\$80,000	\$224,990
CAO/Gen Svcs	Other Programs	SB1022 Application Support	\$70,000	(\$70,000)	\$0
		Other Programs Total		\$70,000	(\$70,000)
CAO/Gen Svcs Total			\$70,000	(\$70,000)	\$0
SRPD	Other Programs	SRPD Task Force Officer	\$93,923	\$839	\$94,762
		Other Programs Total		\$93,923	\$839
SRPD Total			\$93,923	\$839	\$94,762
Superior Court	Programming & Det Alts	DUI Court - Admin & Contracts	\$191,594	\$54,319	\$245,913
		Programming & Det Alts Total		\$191,594	\$54,319
		Other Programs	"1368" Assessments	\$92,400	\$4,725
Other Programs Total			\$92,400	\$4,725	\$97,125
Superior Court Total			\$283,994	\$59,044	\$343,038
Grand Total			\$12,524,548	(\$249,851)	\$12,274,697



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:

David Koch 565-2168

Supervisorial District(s):

Countywide

Title: Juvenile Justice Crime Prevention Act (JJCPA), Youthful Offender Block Grant (YOBG), Juvenile Accountability Block Grant (JABG) funding applications and agreements for FY 2014-2015.

Recommended Actions:

- (1) Authorize the Chief Probation Officer to accept Juvenile Justice Crime Prevention Act (JJCPA) funds for FY 2014-2015, and sign agreements for the term of July 1, 2014, to June 30, 2015, with Petaluma People Services Center (\$109,540), Restorative Resources (\$100,000), Seneca Family of Agencies (\$18,080), Social Advocates for Youth (\$112,810), The Center for Social and Environmental Stewardship (\$27,120), Drug Abuse Alternatives Center (\$24,999) and Verity (\$38,000) to provide juvenile programs that have proved effective in reducing crime among at-risk and young offenders for designated Sonoma County youth.
- (2) Authorize the Chief Probation Officer to accept Youthful Offender Block Grant (YOBG) funds for FY 2014-2015, and sign agreements for the term of July 1, 2014 to June 30, 2015, with Counseling and Psychotherapy Centers (\$102,900), Petaluma People Services Center (\$15,360 & \$14,400), Social Advocates for Youth (\$9,600), California Parenting Institute (\$9,600 & \$28,800), Sonoma County Office of Education (\$15,000), Verity (\$13,440), and The Center for Social and Environmental Stewardship (\$412,000) to provide a continuum of responses to juvenile crime and delinquency, providing appropriate rehabilitative and supervision services to designated Sonoma County youth, particularly for those youth who are no longer eligible to be sent to the Department of Juvenile Justice.
- (3) Resolution a) Authorizing the Chief Probation Officer to submit the Juvenile Accountability Block Grant FY 2014/2015 Direct Allocation Grants Application to the Board of State and Community Corrections, b) That Sonoma County will provide all matching funds required by the grant (\$3,641), and c) Authorize the Chief Probation Officer, on behalf of the County, to accept the JABG grant funds and sign an agreement for the term of July 1, 2014, to June 30, 2015 with Petaluma People Service Center (\$18,000) and Social Advocates for Youth (\$12,810) to fund training and certification in the Functional Family Therapy model and an agreement with a training consultant to fund training in trauma-informed care (\$1,961).

Executive Summary:

Background:

Annually, the Probation Department recommends to the Board the approval of three grant applications and several associated contracts which fund a variety of juvenile prevention and accountability programs and services.

Each of these contracts is awarded through competitive bidding processes in accordance with County policy. This year, requests for proposals were required for the services in three program areas. Those were Juvenile Sex Offender Treatment Services, Circles Across Sonoma/Girls Circle program, and the Juvenile Evening Reporting Center. The successful bidders are shown along with all other recommended contract extensions in Attachment 2.

JJCPA: California Legislature passed AB1913, the Schiff-Cardenas Crime Prevention Act (later renamed Juvenile Justice Crime Prevention Act (JJCPA)) in September 2000. This effort was designed to provide a stable funding source to counties for juvenile programs that have proved effective in reducing crime among at-risk and young offenders. The legislation mandates a local Juvenile Justice Coordinating Council (JJCC) to advise the Chief Probation Officer and assist in the creation of a Comprehensive Multi-Agency Juvenile Justice Plan (CMJJP). Every fiscal year since 2001, JJCPA funds have been appropriated and allocated to counties on a population-based formula. The Board of State and Community Corrections administers JJCPA Funds. Probation expects to receive a \$1,367,899 allocation for FY 2014-2015 which is similar to the Department's allocation for FY 2013-2014 (\$1,383,439). The nature of the funding mechanism does not establish a set funding level for JJCPA; rather, it directs a fixed portion of the VLF revenue to JJCPA programs. Matching funds are not required by the JJCPA program. Since 2000, JJCPA has funded youth diversion and juvenile probation services through a combination of Probation staff and intervention programs contracted through local community-based organizations (CBOs).

Planned Use of JJCPA Funds: Funds Aggression Replacement Training[®], Functional Family Therapy[®], Restorative Family Group Conferencing, Accountability Circles, substance abuse services and Violence Prevention services. JJCPA additionally funds eight Probation Officers working with gang-involved youth and interfacing closely with schools, and one Administrative Aide coordinating contracted services for juveniles under Probation supervision.

New this year in JJCPA: All current services funded under JJCPA are planned for continuation. In addition, the Department plans to provide Accountability Circles for Probation and Diversion Youth. Accountability Circles is founded in the principles of restorative justice, and is comprised of 8-12 youthful offenders at varying stages of the accountability process. Offenders, who also participate in a separate restorative conference, meet weekly in group for 10-12 weeks with teams of two co-facilitators. The curriculum emphasizes responsibility and accountability, with an ongoing focus on how each youth is "stepping up" to complete the restorative agreements they reached in their individual conferences. This program is delivered by Restorative Resources.

YOBG: On August 24, 2007, the California Governor signed SB 81, a major juvenile justice reform package which shifted responsibility for some juvenile offenders from secure facilities operated by the state Department of Juvenile Justice to county facilities and programs. The reform measure provides counties funding to pay for local alternatives to state commitment. Since 2007, the Youth Offender Block Grant (YOBG) has been provided to enhance the capacity of local communities to implement an effective continuum of response to juvenile crime and delinquency, providing appropriate rehabilitative and supervision services to youthful offenders, particularly for those youth who are no longer eligible to be sent to the Department of Juvenile Justice (DJJ). The Board of State and Community Corrections administers the YOBG fund. Probation expects to receive a \$868,318 YOBG allocation for FY 2014-2015, which is smaller than the Department's allocation for FY2013-2014 (\$1,001,993). The Department of Finance calculates the allocation using the following formula: 50% based upon the county's population of minors from 10 to 17 years of age, and 50% based upon the county's juvenile felony court dispositions according to the most recent data compiled by the Department of Justice. YOBG funding supports intervention services, and probation and institutions staff.

Planned Use of YOBG Funds: Funds the Interactive Journaling[®] program, Juvenile Sex Offender Treatment Services, and Circles Across Sonoma/Girls Circle program, the Evening Reporting Center (Vista Academy), a school liaison position with Sonoma County Office of Education, four Juvenile Corrections Counselors in Juvenile Hall (part of a detention unit consisting of eight staff, four of whom are funded with County General Fund) and a

Department Analyst supporting Juvenile Probation.

New this year in YOBG: All current services funded under YOBG are planned for continuation. Services in three program areas were subject to Request for Proposal (RFP) processes. Those were Juvenile Sex Offender Treatment Services, Circles Across Sonoma/Girls Circle program, and the Juvenile Evening Reporting Center.

JABG: The federal Juvenile Accountability Block Grant (JABG) program came into being in 1998 through the Omnibus Crime Control and Safe Streets Act. The goal of the JABG program is to reduce juvenile offending through accountability-based programs focused on both the offender and the juvenile justice system. The objective is to ensure that states are addressing one or more of the program's seventeen purpose areas and receiving information on best practices from the federal Office of Juvenile Justice and Delinquency Prevention (OJJDP). In implementing the program, OJJDP seeks to reduce juvenile offending through both offender-focused and system-focused activities that promote accountability. In order to receive its annual allocation, the Probation Department must submit the Direct Allocation Grant Application (on-file with the Clerk) and a Board of Supervisors resolution. The JABG Program is administered at the federal level by the Office of Juvenile Justice and Delinquency Prevention, and at the State level by the Board of State and Community Corrections. JABG was not funded at the Federal level in FY 2014-2015 but the BSCC was able to provide funding from reserves and other discretionary funds. Probation expects to receive a \$32,771 direct allocation for FY 2014-2015, a significant reduction from the FY 2013-2014 allocation (\$40,470). Sonoma is one of twenty California counties that received a direct allocation through JABG. Awardees must contribute a cash match of 10% (\$3,641) of the total project costs (\$36,412). Probation will meet this match requirement using program administration and departmental administrative expenses.

Planned Use of JABG Funds: Funds certification and training in the Functional Family Therapy (FFT) model for Petaluma People Services Center (PPSC) and Social Advocates for Youth (SAY). In 2012 Probation conducted a Request for Proposals process for Functional Family Therapy (FFT), an evidence-based program shown to be effective in reducing recidivism by youth on probation and parole. Two organizations were successful in the process, Petaluma People Services Center (PPSC) and Social Advocates for Youth (SAY). None of the competing organizations were certified in the FFT model. Probation contracted with PPSC and SAY for family therapy, and the agreements included language that PPSC and SAY would actively pursue certification in the FFT model during the contract year.

SAY successfully competed for a grant to fund their FFT certification and most of their training costs. PPSC was not successful in identifying funds for the FFT certification process. The first year of their certification was funded through the Juvenile Accountability Block Grant (JABG) in fiscal year 2013-2014. In fiscal year 2014-2015, Probation recommends funding year two of PPSC's FFT certification (\$18,000). The Department also recommends support to SAY for FFT certification training costs not covered by their grant (\$12,810). This use of the funds aligns with the purpose areas of the JABG program, and supports two of the three priority areas identified by the state advisory board overseeing the JABG program in California: #2: evidence based practices; and #3: supporting efforts to develop and strengthen services, programs and policies that promote positive outcomes for youth, their families and communities.

New this year in JABG: The Probation Department's plan for implementing evidence-based practices (EBPs) addresses the principles of risk, need, treatment and fidelity. The Department's systems-change approach includes a number of activities. Some examples are the incorporation of quality assurance and outcome measures into all JJCPA and YOBG funded contracts and the implementation of an evaluation of juvenile services.

In fiscal year 2014-2015, the department plans to host a training for staff and contractors on trauma-informed care. The total cost of this training will expend the remaining \$1,961 of the Sonoma County JABG allocation, and

additional cost of the training will be covered by non-JABG funds.

If JABG funds were eliminated, PPSC and SAY would have to pursue other means of paying for training and certification in the Functional Family Therapy model, or else not become certified to deliver that program.

Prior Board Actions:

Annually beginning 04/10/07 the Board has authorized JJCPA applications, acceptance of funds and agreements for Juvenile Crime Prevention Services Programs.

Annually beginning 03/18/08 the Board has authorized YOBG applications, acceptance of funds, and agreements for YOBG-funded services.

Annually beginning 05/10/05 the Board has authorized JABG applications, acceptance of funds, and agreements for JABG-funded services.

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

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 3,526,913	County General Fund	\$ 536,731
Add Appropriations Req'd.	\$	State/Federal	\$ 1,011,869
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 1,978,313
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 3,526,913	Total Sources	\$ 3,526,913

Narrative Explanation of Fiscal Impacts (If Required):

Budgeted Amount: Includes professional services agreements (\$1,003,149 total, detailed in Attachment 2), the cost of probation staff (eight Juvenile Corrections Counselors, eight Probation Officers, one Department Analyst and one Administrative Aide), administrative support for grants, and services and supplies.

County General Fund: Funding for four of the eight Juvenile Corrections Counselors (\$482,690), sex offender treatment (\$50,400), and a cash match for the JABG grant (\$3,641).

State/Federal: Includes revenue from JJCPA, YOBG and JABG grant programs.

Use of Fund Balance: Recommended budget includes use of fund balances for JJCPA and YOBG revenues.

For JJCPA and JABG Agreements, the cumulative annual cost of the agreements is \$432,510. This amount is included in the FY 14-15 County Budget under index 043141. For YOBG agreements, the cumulative annual cost of the agreements is \$570,700 (an additional \$50,400 for the Sex Offender Treatment contract is designated from general fund dollars). This amount is included in the FY 14-15 County Budget under index 043950.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Attachment 1 Resolution Approving JABG Grant Application Attachment 2 Program Descriptions and Funding			
Related Items “On File” with the Clerk of the Board:			
<ul style="list-style-type: none"> • Direct allocation applications for JJCPA, YOBG and JABG grants. • Professional Services Agreements for each organization and service listed above in the program/service table except Education Liaison, which will be done through an MOU with SCOE. 			



County of Sonoma
State of California

Date: June 17, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Chief Probation Officer, On Behalf Of The County, To Submit The Juvenile Accountability Block Grant 2014/2015 Direct Allocation Grants Application to Corrections Standards Authority, To Receive A Grant Award Amount of \$32,771 For Fiscal Year 2014/2015.

Whereas, County of Sonoma Probation Department desires to receive and utilize federal grant funds available through the Juvenile Accountability Block Grant (JABG) Program administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

Now, Therefore, Be It Resolved that the County of Sonoma Probation Department is authorized on behalf of the County of Sonoma Board of Supervisors to submit the JABG application and sign the Grant Agreement with the BSCC, including any amendments thereof.

Be It Further Resolved that the County of Sonoma agrees to provide all matching funds required for said project, and abide by the statutes and regulations governing the JABG Program as well as the terms and conditions of the Grant Agreement as set forth by the BSCC.

Be It Further Resolved that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Program Descriptions and Funding

06-10-2014 PRB YOBG-JJCPA-JABG Attachment 2

Programming - Contract Renewals

The Sonoma County Probation Department wishes to make or renew contracts funding the programs listed below. Funding amounts for each program are shown in the table on page B-3.

- Individual Substance Abuse Counseling: Individual sessions will supplement outpatient treatment services covered as-needed where barriers prevent services under the state's Medi-Cal program or private health plans. These sessions emphasize social, education and skill building regarding alcohol and drug refusal skills, family issues, self-esteem, life skills, recovery lifestyle, coping skills and alternatives to use. (JJCPA).
- Aggression Replacement Training[®] (ART[®]): Provides programming in social skills, moral reasoning and anger management. Research has shown that cognitive skills courses have the best results in changing offender behavior; in particular, addressing attitudes, values, social skills, and management of emotions. ART is an evidence-based program (JJCPA).
- Circles Across Sonoma/Girls Circle Program: The Circles Across Sonoma Program provides the Girls Circle counseling group sessions to female juvenile offenders across Sonoma County. The program involves referral of female juvenile offenders from any part of the juvenile justice system— the Juvenile Court, the Truancy Court, the Probation Department, and from diversion resources—and enrolls girls into local group counseling services. Through the competitive bidding process four contractors were selected to provide services in Petaluma/South County, Rohnert Park, Santa Rosa, Sonoma Valley, West County and North County (YOBG).
- Evening Reporting Center (Vista Academy): Vista Academy is an intensive, community-based, after-school program intended to supervise, assist, and serve juveniles who have been referred by Probation or Court-ordered to attend the program. Vista provides intensive services that are designed to structure a significant amount of a minor's free time over a period of several months and help youth gain skills and connections to support crime-free living. Ideal candidates are male or female, age 14-17, who struggle to maintain successful probation because of poor impulse control/ inadequate consequential thinking and would benefit from the structuring of significant amounts of their free time and intensive behavior change services. Current program capacity is 24 youth (YOBG)..
- Functional Family Therapy (FFT): Provides family intervention including assessments and counseling for minors and their families. The program responds to crisis situations and strengthens family communication, interaction and problem solving skills (JJCPA).
- Functional Family Therapy (FFT Certification): This evidence-based program has a significant research base demonstrating its effectiveness in reducing reoffending for high-risk juveniles on probation. Petaluma People Services Center and Social Advocates for Youth successfully competed in a request for proposals process in 2012 to provide family therapy, and agreed in contract to actively move toward certification in the FFT model. Funding will support year two of the certification process for PPSC and supplemental training in FFT for SAY (JABG).
- Interactive Journaling[®] (IJ[®]): Utilizes cognitive behavioral interactive journals to guide and mentor youth in their development. Interactive Journals were developed as a way to assist youth in gaining insight about themselves and their behaviors and working to motivate them to take positive actions away from crime and other unhealthy behaviors (YOBG).
- Juvenile Sex Offender Treatment: In Sonoma County, the Probation Department provides specialized case management of its juvenile sexual offenders that involves supervision and monitoring of the sex offender caseload in coordination with court-ordered clinical treatment of the offenders. The Probation Department provides a Containment Model approach in the supervision and case management of approximately 20 juvenile sex offenders per year, which

Program Descriptions and Funding

06-10-2014 PRB YOBG-JJCPA-JABG Attachment 2

includes the provision of validated assessment, and individual, group, and family treatment of these offenders. Through the competitive bidding process in 2014, CPCI has again been awarded the contract to provide these services to designated Sonoma County Probation youth. CPCI provides group counseling and monthly parent groups in Santa Rosa and weekly individual treatment, including one-on-one and monthly family treatment sessions in local office sites accessible to each client and their families. The YOBG funding will be combined with \$50,400 from the general fund to provide these services (YOBG).

- Restorative Family Group Conferencing: Engages offenders, victims and their families, law enforcement and community groups in a restorative justice process focused on repairing harm and restoring the youth's connection to community (JJCPA).
- Trauma-informed care training: Training on trauma-informed care for officers and community-based organization staff will teach staff how to integrate an understanding of trauma into current practices with Probation clients (JABG).
- Violence Prevention: Provides group workshops and individual counseling sessions to juvenile offenders for the purpose of sexual assault prevention, and promotion of healthy relationships (JJCPA).

In addition to the above mentioned programs, other YOBG services funded in this year's plan include an educational liaison services through a Memorandum of Understanding (MOU) with the Sonoma County Office of Education, four Juvenile Correctional Counselors in the Juvenile Hall, and a 1.0 FTE Department Analyst to oversee these programs, including completion of required grant reports and the collaborative development of annual professional services contracts. JJCPA services include funding eight (8) additional Deputy Probation Officers who provide prevention, intervention and suppression services throughout the County, and an Administrative Aide to assist with the coordination of contracted services.

Program Descriptions and Funding

06-10-2014 PRB YOBG-JJCPA-JABG Attachment 2

Program/Service Table

The chart below describes the recommended organizations and amount of funding for each specific program:

Organization	Program/Service	Amount	Funding Source
California Parenting Institute	Girls Circle Program	\$ 9,600	YOBG
	Interactive Journaling	\$ 28,800	YOBG
Counseling and Psychotherapy Center, Inc.	Juvenile Sex Offender Treatment	\$ 102,900	YOBG \$52,500 GF \$50,400
Drug Abuse Alternatives Center	Substance Abuse Counseling Services	\$ 24,999	JJCPA
Petaluma People Services Center	Girls Circle Program	\$ 15,360	YOBG
	Functional Family Therapy	\$ 91,540	JJCPA
	Interactive Journaling	\$ 14,400	YOBG
	Functional Family Therapy Certification (included in FFT contract above)	\$ 18,000	JABG
Restorative Resources	Restorative Conferencing	\$ 100,000	JJCPA
Seneca Family of Agencies	Aggression Replacement Training	\$ 18,080	JJCPA
Social Advocates for Youth	Girls Circle Program	\$ 9,600	YOBG
	Functional Family Therapy	\$ 100,000	JJCPA
	Functional Family Therapy Certification Training	\$ 12,810	JABG
Sonoma County Office of Education	Educational Liaison Services*	\$ 15,000	YOBG
The Center for Social and Environmental Stewardship	Aggression Replacement Training	\$ 27,120	JJCPA
	Evening Reporting Center (Vista Academy)	\$ 412,000	YOBG
Training Consultant-TBD	Trauma-Informed Care Training	\$ 1,961	JABG
Verity	Violence Prevention Services	\$ 38,000	JJCPA
	Girls Circle Program	\$ 13,440	YOBG
Subtotals:			
County General Fund		\$ 50,400	
JABG		\$ 32,771	
JJCPA		\$ 399,739	
YOBG		\$ 570,700	
Contracts Total		\$ 1,003,149	

*Educational Liaison Services will be funded through a Memorandum of Understanding between Probation and SCOE.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 26
(This Section for use by Clerk of the Board Only.)

To: County of Sonoma Board of Supervisors

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

Department or Agency Name(s): Public Defender

Staff Name and Phone Number:

Trisha Griffus 707-565-3869

Supervisorial District(s):

Title: 2014 Justice Assistance Grant Application

Recommended Actions:

Approve and authorize the Public Defender, to submit the 2014 Justice Assistance Grant (JAG) Program Application, and execute JAG Program award documents with the Department of Justice, Bureau of Justice Assistance in the amount of \$46,531.

Executive Summary:

Background:

In 2005, Congress established the Justice Assistance Grant Program (JAG), which replaced funding previously disbursed through the Byrne Formula and Local Law Enforcement Block Grant (LLEGB) to provide state and local governments with more flexibility to prioritize and place justice funds where they are most needed.

Funding of awards are broad and potentially provide technical assistance, training, equipment, personnel, supplies, contractual support, information systems for criminal justice and justice-related research and evaluation activities that improve or enhance law enforcement. The program areas funded include prosecution and court programs, including indigent defense as well as prevention and education programs. Funding is allocated at the local city or county government level and fluctuates from year to year and is non-competitive. Sonoma County has been allocated \$46,531 in the 2014 Grant year, which if awarded, will be utilized in the FY14-15.

Past Awards:

Between the years of 2005-2010, the Sheriff's Office had taken the lead administrative role in supporting this grant and its predecessor, LLEGB. Beginning in 2011, the grant funds have been administered on a rotating basis and have been awarded to the Probation, District Attorney and Sheriff's offices. The 2014 grant, if awarded, will be the first such grant administered and received by the Public Defender's Office.

The 2014 Program Solicitation (CFDA#16.738), identifies key priority areas of support, which includes “funds to support the vital needs of the indigent defense community”.

Public Defender Proposed Project:

The Public Defender’s Office is in the process of implementing its new Legal Case Management System (LCMS) by Karpel. This LCMS, with the newly implemented electronic document management system, will assist the Public Defender’s office in the statistical analysis of workload data and in providing more efficient file management practices. The LCMS is capable of providing mobile legal case management information. However, the department does not have the funding currently to provide mobile equipment, desk scanners and field equipment to enable use of this technology. Use of this equipment will allow attorneys to access case information, investigative reports and other pertinent documents while in court. Investigators will also benefit from devices that allow them greater access to notes, case information and documents while in the field.

The Public Defender’s office proposes to use the JAG grant funds to procure the mobile computers, scanners and field image equipment which will allow the department access to documents and case summary information in court and in the field. Timely and consistent information in court will help the Public Defender provide services to indigent defendants.

Assuming that the JAG approves our application, the Public Defender’s office intends to procure this equipment prior to end of the FY14-15. The LCMS will tentatively be implemented in late February, 2015.

Recommended Action:

Approve and authorize the Public Defender, or her designee, to submit the 2014 Justice Assistance Grant (JAG) Program Application, and execute JAG Program award documents with the Department of Justice, Bureau of Justice Assistance in the amount of \$46,531.

Prior Board Actions:

Approval of Justice Assistance Grant (formerly known as LLEBG) program applications since 1996.

Strategic Plan Alignment Goal 3: Invest in the Future

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 46,531	State/Federal	\$ 46,531
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 46,531	Total Sources	\$ 46,531
Narrative Explanation of Fiscal Impacts (If Required):			
Upon formal award of the 2014 Justice Assistance Grant, the FY 14-15 revenue and expenditures will be adjusted as necessary in order that the general fund net cost will not be impacted.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
None.			
Related Items "On File" with the Clerk of the Board:			
2014 JAG Local Solicitation CFDA #16.738			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Elizabeth Tyree (707) 565-2575
Jason Nutt (707) 565-2901

Supervisorial District(s):

5th

Title: Active Transportation Program grant applications

Recommended Actions:

Resolution authorizing the filing of applications for Active Transportation Program funding assigned to Metropolitan Transportation Commission for Willowside Road Safe Routes to School and Bodega Bay Trail Coastal Prairie projects.

Executive Summary:

In September 2013, the Active Transportation Program (ATP) was created to encourage increased use of active modes of transportation, such as biking and walking. The ATP consolidates various federal and state transportation programs, including the Bicycle Transportation Account, Recreational Trails Program, and Safe Routes to School into a single program intended to promote active transportation.

ATP includes a statewide competitive program for \$180 million as well as a regional program share for \$30 million. Transportation and Public Works and Regional Parks are seeking funding for infrastructure projects, which does not impact the current Safe Routes to School non-infrastructure grant managed by Health Services. To maximize the opportunity for receiving infrastructure funding, both Transportation and Parks recommend submitting to both competitive programs.

The statewide call for projects was issued March 21, 2014 with applications due to Caltrans May 21. Under the established Master Agreement between the County and Caltrans, two applications were submitted, a \$1,517,463 request for Willowside Road – Safe Routes to School and a \$360,000 funding request for Bodega Bay Trail – Coastal Prairie. If funding is recommended for either project, staff will return to the Board to consider acceptance of funds and a supplement to the Master Agreement, which is required for each project that is to receive federal funds.

The Regional ATP program is led by Metropolitan Transportation Commission (MTC), who issued a call for projects on May 22, 2014 for the \$30 million in competitive grant funding available for the Bay Area.

A resolution authorizing application for the Regional ATP funding is required to submit these same grant requests.

Willowside Road – Safe Routes to School

Transportation and Public Works requests authorization to apply for \$1,517,463 in regional ATP funding to construct Class II bike lanes and a walking path on Willowside Road between Guerneville Road and Hall Road.

The project will construct Class II bicycle facilities along Willowside Road (#79038), between Hall Road (MP 10.16) and Guerneville Road (MP 11.27). The shoulder on the east side will be widened to accommodate both bicycles and pedestrians, although will not be constructed as a Class I facility due to right-of-way constraints.

This project was identified in 2010 as part of the Safe Routes to Schools evaluation conducted by the Safe Kids Sonoma County Bicycle and Pedestrian Safety Action Team as well as the Countywide Safe Routes to Schools Workgroup to attempt to encourage more walking and biking to Willowside Middle School. This project was vetted by the Sonoma County Bicycle and Pedestrian Advisory Committee and prioritized as a critical component at the top of the capital improvement list seeking funding. The local match for this project would be provided through Transportation Development Act Article 3 funds and gas tax. If awarded ATP funding, construction could begin in 2016.

Willowside Road is a rural arterial with a speed limit of 40 miles per hour west of the Santa Rosa city limits. Willowside Middle School located at the southern limits of the project at the corner of Willowside Road and Hall Road and Summerfield Waldorf School located midway along the project on Willowside Road in the vicinity of the Santa Rosa Creek Trail.

The segment of Willowside Road between Guerneville Road and Hall Road is in a state of disrepair with failing asphalt and uneven dirt shoulders. Travel lanes average approximately 12 feet wide with the exception of the entrance to Summerfield Waldorf School, where they widen briefly to provide a center left-turn lane. Bicyclists and pedestrians are forced to share the travel lane with motorists or walk along a dirt pathway located on the west side of the road. The only pedestrian crosswalks are located at the intersection of Willowside Road and Hall Road. In its current condition, Willowside Road cannot safely accommodate school-aged bicyclists or pedestrians, who are relegated to a narrow dirt pathway located along the west side of the road. This dirt shoulder area is often flooded during the rainy season making passage nearly impossible.

In addition to school aged children, Willowside Road is a very popular connector for the community, providing access between Class II bicycle facilities on Guerneville Road and Hall Road, in addition to the heavily used Santa Rosa Creek Trail.

Bodega Bay Trail – Coastal Prairie

Regional Parks requests authorization to apply for \$360,000 in Regional ATP funding to construct a multi-use trail from Keefe Avenue to Bodega Dunes State Park driveway, described as segment 1B.

The Coastal Prairie Trail is a project in the overall Bodega Bay Bike and Pedestrian Trail, which will

ultimately construct a 3.4 mile trail paralleling Highway 1 from the Salmon Creek community and Keefe Avenue through the town of Bodega Bay south to Bird Walk Coastal Access Trail. The primary purpose of this project is to develop a safe route for bicyclists and pedestrians travelling along Highway 1 through the town of Bodega Bay. In 2010, the County Board of Supervisors adopted the County Bicycle and Pedestrian Plan, which included the Bodega Bay Trail as a high priority project. Bodega Bay Trail is also part of the 1,200 mile California Coastal Trail.

The Bodega Bay Trail is being completed in phases. The Cheney Creek Bridge Trail was completed in 2008, connecting Bird Walk Coastal Access Regional Park with Doran Beach Regional Park.

The next phase, Coastal Prairie Trail (segments 1B & 1C), is located at the northernmost end of the Bodega Bay Trail project. At this location, the 1.1-mile multi-use trail is planned to travel through the scenic coastal prairie areas of the Sonoma Coast State Park and County owned land. Funding secured for construction includes \$260,000 of MTC's Transportation Development Act Article 3, \$142,575 in federal Coastal Impact Assistance Program, \$300,000 in Sonoma County Transportation Authority's Measure M funding, and \$130,000 in Park Mitigation Fees.

Construction of Segment 1C connecting the Bodega Bay Community Center and Nicholas Green Bell Tower north to the Bodega Dunes Campground driveway is fully funded and planned for construction in 2014. Regional Parks recommends applying for Regional ATP funds for the remaining \$360,000 needed to construct Segment 1B, which would construct the trail from the park driveway north to Keefe Avenue. If awarded ATP funding, construction could be completed in 2015.

The annual operation and maintenance cost for Coastal Prairie is estimated as \$29,000. Regional Parks will return to the Board at a later date to approve operations funding if this grant is awarded.

Prior Board Actions:

May 20, 2014 approved County of Sonoma Capital Project Plan 2014 – 2019, including Bodega Bay Bike & Pedestrian Trail – Coastal Prairie. April 25, 2014 by Reso. 14-0107 request MTC allocation of Transportation Development Act Article 3 funding. June 22, 2011 by Reso. No. 11-0346 adopted the Mitigated Negative Declaration for the Coastal Prairie Trail and approved the project. August 25, 2010 by Reso. No. 10-0636 adopted the 2010 Sonoma County Bicycle and Pedestrian Plan including the Willowside Road and Bodega Bay Trail projects. August 21, 2007 by Reso. No. 07-0694 approved Bodega Bay Trail project for Coastal Impact Assistance Program funding. June 6, 1997 by Reso. No. 97-0689 authorized the County, through the Transportation and Public Works Department, and the State Department of Transportation to enter into a Master Agreement to receive federal funds for local projects.

Strategic Plan Alignment Goal 3: Invest in the Future

Trail and bikeway projects support a well maintained transportation & facility network that promotes mobility, health & safety, connectivity & convenience.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

If approved, this funding and the related expenditures will be included in the FY 2014-2105 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:

1. Resolution
2. Willowside Road project location map
3. Bodega Bay Trail project location map

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

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County of Sonoma

State of California

Date: June 17, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing The Filing Of An Application For Funding Assigned to MTC And Committing Any
Necessary Matching Funds And Stating The Assurance To Complete The Project**

Whereas, County of Sonoma (herein referred to as APPLICANT) is submitting two applications to the Metropolitan Transportation Commission (MTC) for \$1,517,463 and \$360,000, respectively, in funding assigned to MTC for programming discretion, which includes federal funding administered by the Federal Highway Administration (FHWA) and federal or state funding administered by the California Transportation Commission (CTC) such as Surface Transportation Program (STP) funding, Congestion Mitigation and Air Quality Improvement (CMAQ) funding, Transportation Alternatives (TA)/Active Transportation Program (ATP) funding, and Regional Transportation Improvement Program (RTIP) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the Willowside Safe Routes to Schools and Bodega Bay Trail – Coastal Prairie projects (herein referred to as PROJECTS) for the Active Transportation Program (herein referred to as PROGRAM); and

Whereas, the Moving Ahead for Progress in the 21st Century Act (Public Law 112-141, July 6, 2012) and any extensions or successor legislation for continued funding (collectively, MAP 21) authorize various federal funding programs including, but not limited to the Surface Transportation Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149) and the Transportation Alternatives Program (TA) (23 U.S.C. § 213); and

Whereas, state statutes, including California Streets and Highways Code §182.6, §182.7, and §2381(a)(1), and California Government Code §14527, provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

Whereas, pursuant to MAP-21, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal or state funds for a regionally-significant project shall submit an application first with the appropriate MPO, or RTPA, as applicable, for review and inclusion in the federal Transportation Improvement Program (TIP); and

Resolution #

Date:

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Whereas, MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and

Whereas, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of REGIONAL DISCRETIONARY FUNDING; and

Whereas, APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

Whereas, as part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a resolution adopted by the responsible implementing agency stating the following:

- the commitment of any required matching funds; and
- that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
- that the PROJECTS will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
- the assurance of the sponsor to complete the PROJECTS as described in the application, subject to environmental clearance, and if approved, as included in MTC's federal Transportation Improvement Program (TIP); and
- that the PROJECTS will have adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application; and
- that the PROJECTS will comply with all project-specific requirements as set forth in the PROGRAM; and
- that APPLICANT has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT; and
- in the case of a transit project, the PROJECTS will comply with MTC Resolution No. 3866, revised, which sets forth the requirements of MTC's Transit Coordination Implementation Plan to more efficiently deliver transit projects in the region; and
- in the case of a highway project, the PROJECTS will comply with MTC Resolution No. 4104, which sets forth MTC's Traffic Operations System

Resolution #

Date:

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(TOS) Policy to install and activate TOS elements on new major freeway projects; and

- in the case of an RTIP project, state law requires PROJECTS be included in a local congestion management plan, or be consistent with the capital improvement program adopted pursuant to MTC's funding agreement with the countywide transportation agency; and

Whereas, that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECTS; and

Whereas, there is no legal impediment to APPLICANT making applications for the funds; and

Whereas, there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECTS, or the ability of APPLICANT to deliver such PROJECTS; and

Whereas, APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECTS as referenced in this resolution; and

Whereas, MTC requires that a copy of this resolution be transmitted to the MTC in conjunction with the filing of the application.

Now, Therefore, Be It Resolved that the APPLICANT is authorized to execute and file an application for funding for the PROJECTS for REGIONAL DISCRETIONARY FUNDING under MAP-21 or continued funding; and

Be It Further Resolved that APPLICANT will provide any required matching funds; and

Be It Further Resolved that APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING; and

Be It Further Resolved that APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation and transit projects, and has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise

Resolution #

Date:

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during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT; and

Be It Further Resolved that PROJECTS will be implemented as described in the complete application and in this resolution, subject to environmental clearance, and, if approved, for the amount approved by MTC and programmed in the federal TIP; and

Be It Further Resolved that APPLICANT has reviewed the PROJECTS and has adequate staffing resources to deliver and complete the PROJECTS within the schedule submitted with the project application; and

Be It Further Resolved that PROJECTS will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM; and

Be It Further Resolved that, in the case of a transit project, APPLICANT agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution No. 3866, revised; and

Be It Further Resolved that, in the case of a highway project, APPLICANT agrees to comply with the requirements of MTC's Traffic Operations System (TOS) Policy as set forth in MTC Resolution No. 4104; and

Be It Further Resolved that, in the case of an RTIP project, PROJECTS are included in a local congestion management plan, or is consistent with the capital improvement program adopted pursuant to MTC's funding agreement with the countywide transportation agency; and

Be It Further Resolved that APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and

Be It Further Resolved that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECTS; and

Be It Further Resolved that there is no legal impediment to APPLICANT making applications for the funds; and

Be It Further Resolved that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECTS, or the ability of APPLICANT to deliver such PROJECTS; and

Be It Further Resolved that APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECTS as referenced in this resolution; and

Resolution #

Date:

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Be It Further Resolved that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and

Be It Further Resolved that the MTC is requested to support the application for the PROJECT described in the resolution, and if approved, to include the PROJECTS in MTC's federal TIP upon submittal by the project sponsor for TIP programming.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

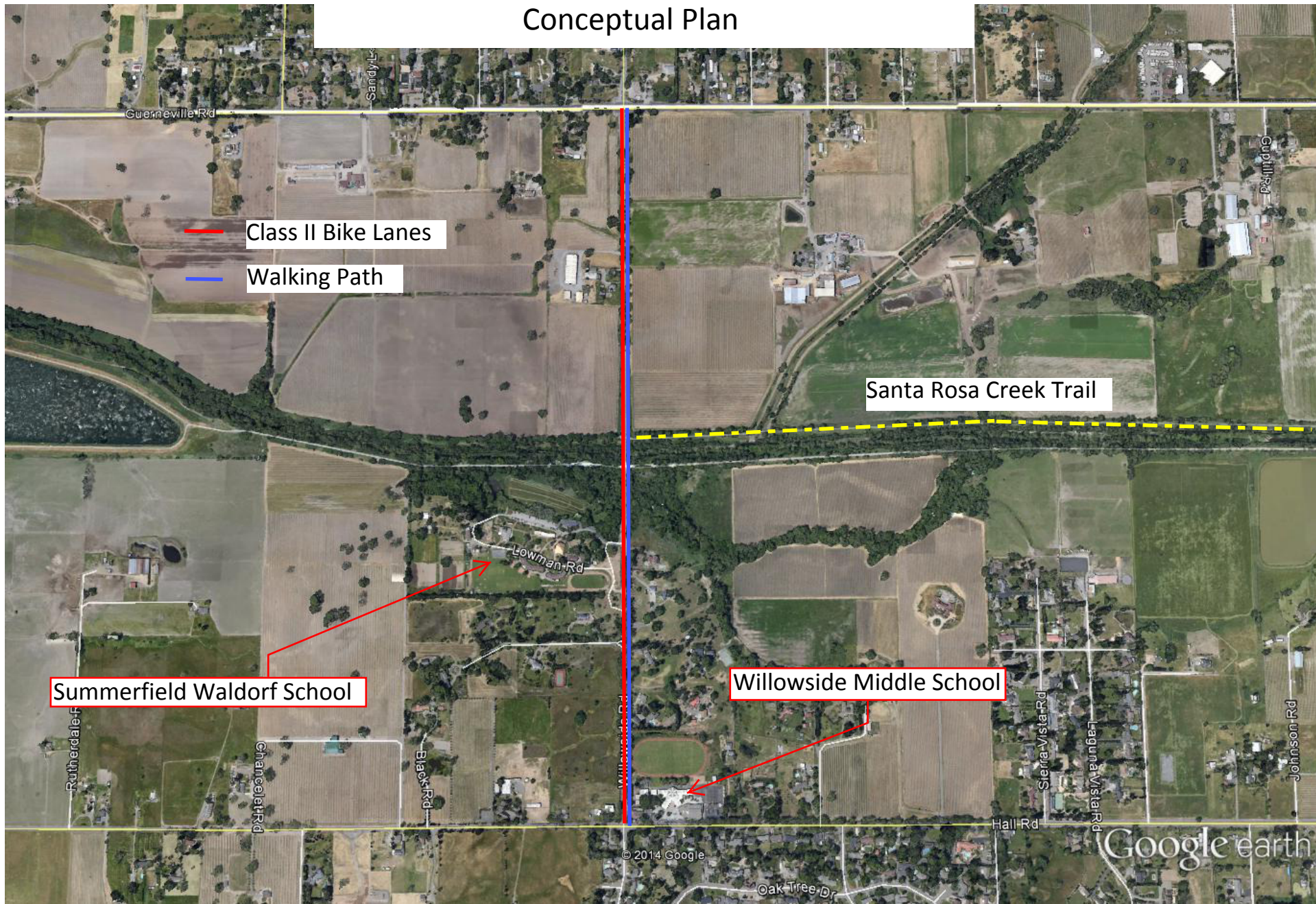
Noes:

Absent:

Abstain:

So Ordered.

Willowside Road Safe Routes to School Conceptual Plan



Summerfield Waldorf School

Willowside Middle School

Santa Rosa Creek Trail

Class II Bike Lanes

Walking Path



Bodega Bay Trail

Location Map



12/31/13

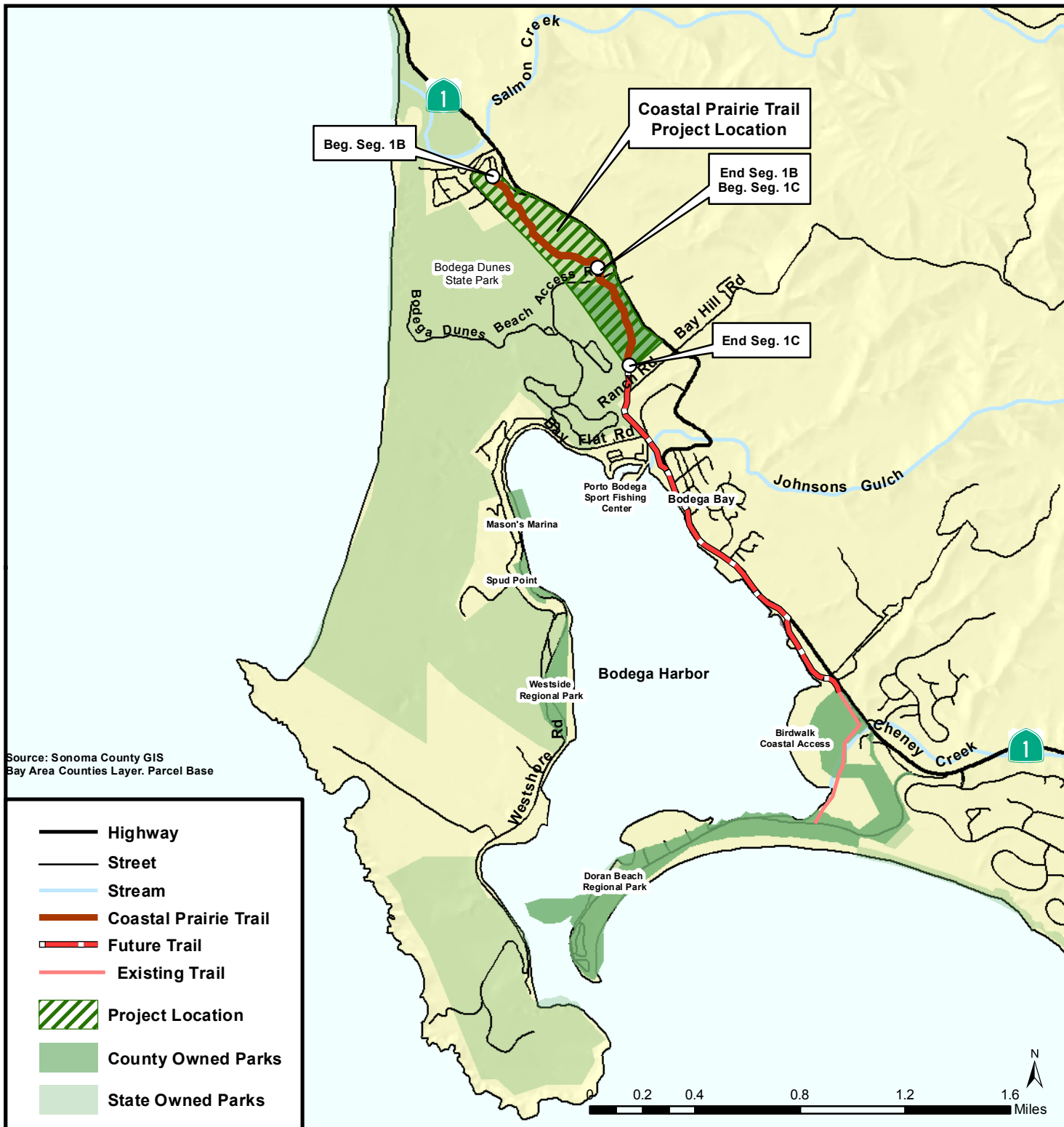
Enlarged View to Left



Sonoma County Location Map



Bay Area Location Map



Source: Sonoma County GIS Bay Area Counties Layer. Parcel Base

- Highway
- Street
- Stream
- Coastal Prairie Trail
- Future Trail
- Existing Trail
- Project Location
- County Owned Parks
- State Owned Parks



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 28
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 17, 2014

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: Emergency Agreements for Fully Operated Equipment Services

Recommended Actions:

Approve and authorize Chair to sign agreements for Emergency Fully Operated Equipment Services each for an amount not to exceed \$50,000 per fiscal year, with terms ending June 30, 2018 with the following companies: CATS4U, Inc., Ghilotti Brothers, Inc., Hanford Applied Restoration & Conservation, Pacific Coast Drilling Company, Parmeter General Engineers & Services, Inc., Rege Construction, and Serres Corporation.

Executive Summary:

Staff of the Department of Transportation and Public Works are requesting that the Board approve and authorize the Chair to sign agreements for Emergency Fully Operated Equipment Services each for an amount not to exceed \$50,000 each per fiscal year, with terms ending June 30, 2018 with the following companies: CATS4U, Inc., Ghilotti Brothers, Inc., Hanford Applied Restoration & Conservation, Pacific Coast Drilling Company, Parmeter General Engineers & Services, Inc., Rege Construction, and Serres Corporation. There is no guarantee of a minimum compensation under the terms of the agreement. Each agreement includes a detailed listing of the equipment available from each company. Examples of equipment included within the various agreements are backhoes, bull dozers, compaction equipment, crawler loaders, dump trucks, tractors, and excavators.

The Department of Transportation and Public Works expects to, and is generally able to, respond to emergency work that may arise on the county-maintained roads and other department facilities including refuse sites, transit facilities, and airport facilities. This work typically consists of slide debris removal, slip-out and wash-out repair, flood debris removal, and emergency paving. However, in the event of a declared emergency where needed work exceeds Department capacity, these agreements provide a mechanism to have private contractors on-site on very short notice. The Department has had agreements for these services in place in the past and the arrangement worked well. The agreements will only be activated in the event of a declared emergency for the timely repair or restoration of County roads or department facilities where, in the Department Director's opinion, the public faces an

imminent safety risk or significant inconvenience and the need exceeds the Department's ability to respond.

Contractors will be chosen to respond to individual work sites as the need arises. The Department will endeavor to equalize work opportunities to available contractors while utilizing those that are best able to efficiently and effectively perform based on their listed equipment, ability for timely response, and Department staff's knowledge of contractor's expertise. Should the selected contractor be unavailable, the next contractor on the list will be contacted.

Federal procurement guidelines were followed for this process. The Department issued a Request for Information (RFI) in fall 2013 to solicit interest from as many businesses as possible. The RFI was posted on the Department's website, Purchasing's website, advertised in the Press Democrat, and posted on the North Bay Builder's Exchange Website. Each company that responded to the RFI was offered an agreement. If needed, the funding for these agreements would come from Road Maintenance operating funds; appropriations are included as part of the annual budget process. In the event of a state or federally declared disaster, reimbursement will be sought from the applicable agency.

Agreements approved as to form by County Counsel.

Prior Board Actions:

11/17/2009: Board approved emergency agreements; 12/16/2008: Board approved emergency agreements for FY 08/09

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

Maintaining safe roads, refuse, airport, and transit facilities for use by County residents and visitors.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 350,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 350,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 350,000	Total Sources	\$ 350,000

Narrative Explanation of Fiscal Impacts (If Required):

The maximum value of these agreements in any given fiscal year is \$350,000; appropriations are included annually in the Road Maintenance budget to cover these expenditures if they become necessary.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
Serres Corporation Agreement; Rege Construction Agreement; Parameter General Engineers & Services, Inc. Agreement; CATS4U, Inc. Agreement; Pacific Coast Drilling Company Agreement; Ghilotti Bros., Inc. Agreement; Hanford Applied Restoration & Conservation Agreement			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 29
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 17, 2014

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: Jimtown Bridge Scour Mitigation Project

Recommended Actions:

Approve and authorize the Chair to sign an engineering design contract with Quincy Engineering, Inc. for the development of a scour mitigation plan for the Jimtown Bridge on Alexander Valley Road (C12001) in an amount not to exceed \$135,000 with a term ending December 31, 2015.

Executive Summary:

The staff of the Department of Transportation and Public Works requests that the Board approve and authorize the Chair to sign a design contract for the development of a scour mitigation plan to Quincy Engineering for an amount not to exceed \$135,000 with a term ending December 31, 2015. The agreement is funded with Federal Indian Reservation Roads Bridge Program funds matched with local Tribal Development Impact Mitigation funds from the Dry Creek Rancheria. Once the final design of the scour repair is complete and the project is bid, the County through the Tribe, will be eligible for a grant of \$1,000,000 towards the construction.

This project will develop a scour mitigation plan to provide solutions to deficiencies in the foundation of Jimtown Bridge (Bridge No. 20C0006) on Alexander Valley Road. Scour is created by the movement of sediment in a creek or river channel. The plan will analyze the cause of the scour and develop a plan to stabilize the structure. Services provided under the proposed agreement will include project management, surveying, hydrology and hydraulic analysis, geotechnical investigation and report, scour rehabilitation alternatives and a draft bridge scour rehabilitation feasibility study report. Design work is estimated to commence in 2014.

In Spring of 2012 the Department advertised a Request for Qualifications (RFQ) in a newspaper of general circulation for thirty days and received 24 qualification statements from bridge consultants. The proposals were evaluated and ranked based on each consultant's response to the following criteria: experience, project team and key staff, technical ability, relevant project experience, federal project experience and project approach. Local preference was not used in the selection of a consultant for this

project, as Federal guidelines does not allow for it. A selection committee created a short list of eight consultants. From that list, Quincy Engineering was selected because of their exhibited leadership in the engineering field.

Agreement approved as to form by County Counsel.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 3: Invest in the Future

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

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 135,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 108,000
	\$	Fees/Other	\$ 27,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 135,000	Total Sources	\$ 135,000

Narrative Explanation of Fiscal Impacts (If Required):

Appropriations are included in the FY 14-15 Roads Capital Improvements budget. The agreement is funded with federal Indian Reservation Roads Bridge Program funds matched with local Tribal Development Impact Mitigation funds.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

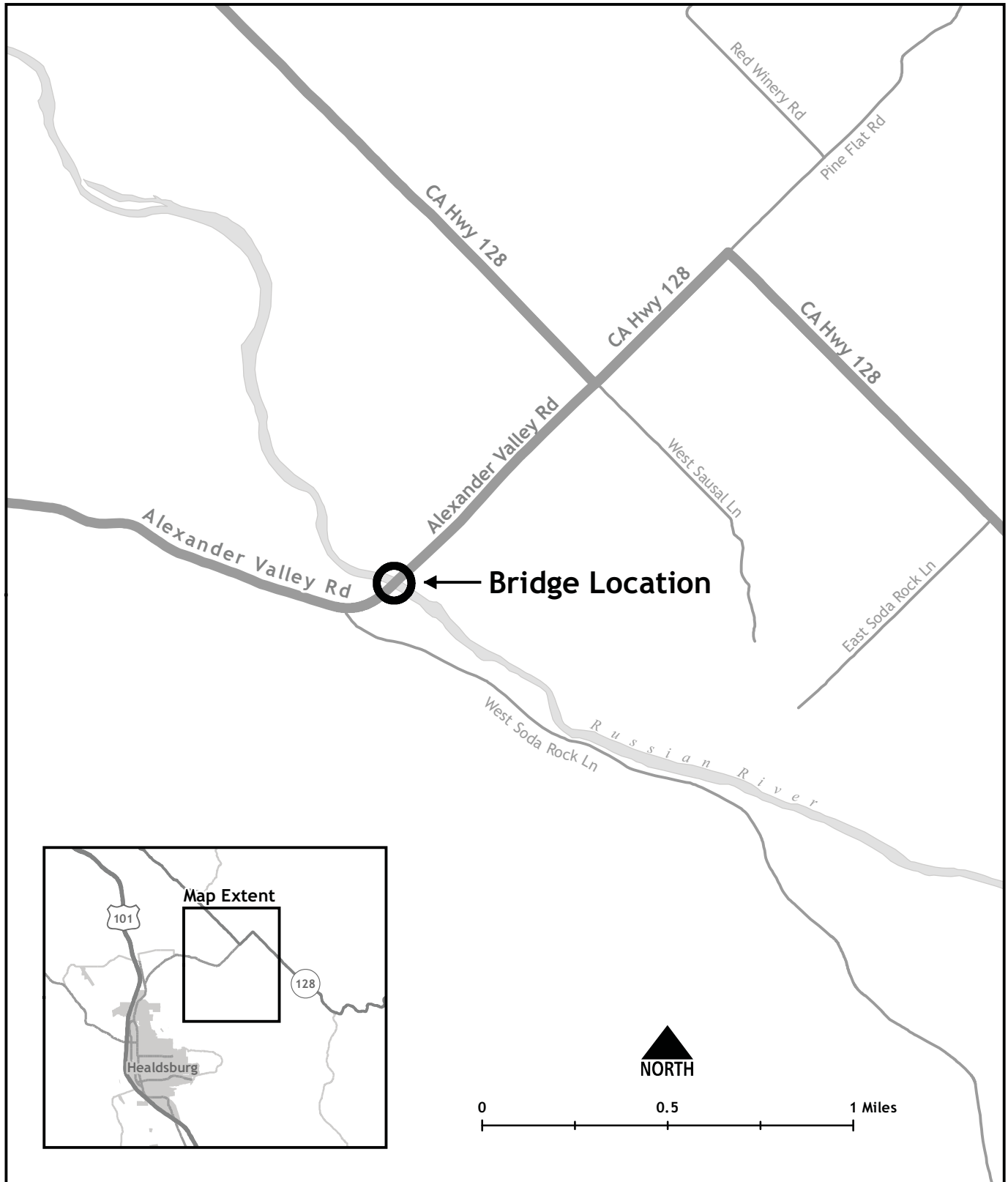
Location Map; Listing of Respondents to RFQ

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

Agreement

Location Map

Jimtown Bridge at Russian River Scour Mitigation Project (C12001)



Respondents to RFQ for Bridge Design Consultants

<u>Firm</u>	<u>Location</u>
OPAC Consulting Engineers	San Francisco, CA
Moffatt & Nichol	Oakland, CA
TRC Engineers, Inc	Rancho Cordova, CA
CH2M Hill	Sacramento, CA
Drake Haglan and Associates	Rancho Cordova, CA
Blackburn Consulting	Auburn, CA
HDR Engineering, Inc	Folsom, CA
Quincy Engineering, Inc	Sacramento, CA
URS	Roseville, CA
Creegan + D'Angelo Infrastructure Engineers	San Francisco, CA
Dokken Engineering	Folsom, CA
Transportation Infrastructure Group	Pleasanton, CA
AECOM	Sacramento, CA
Mark Thomas & Company	Sacramento, CA
Nolte Vertical Five	Sacramento, CA
ANWest, Inc.	Richmond, CA
Wildan Engineering	Sacramento, CA
MGE Engineering, Inc	Sacramento, CA
APEX Civil Engineering	Orangevale, CA
Morris Engineering	Redwood Valley, CA
ISL Engineering	Valley Springs, CA
Moe Engineering, Inc.	Santa Rosa, CA
Caltrop	Santa Rosa, CA
MKM & Associates	Santa Rosa, CA



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 30
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Shirlee Zane, (707) 565-2241

Supervisorial District(s):

Third District

Title: Appointment

Recommended Actions:

Reappoint Doris Reyes to the Commission on the Status of Women for a two year term, representing the Third District beginning June 17, 2014 and ending June 17, 2016.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31
(This Section for use by Clerk of the Board Only.)

To: Board of Directors of the Northern Sonoma County Air Pollution Control District

Board Agenda Date: June 17, 2014

Vote Requirement: 4/5

Department or Agency Name(s): Transportation and Public Works – Northern Sonoma County Air Pollution Control District

Staff Name and Phone Number:

Barbara Lee (707) 433-5911

Supervisory District(s):

Northern Sonoma County Air Pollution Control District

Title: Northern Sonoma County Air Pollution Control District FY 2014-2015 Budget, Second Hearing.

Recommended Actions:

Approve a resolution adopting Northern Sonoma County Air Pollution Control District's FY 2014-2015 Budget.

Executive Summary:

Procedural Issues

This hearing is the second of two budget hearings which are required to be held separately from all other budget processes. The first hearing was held on May 13, 2014 and provided the public with an opportunity to comment, as required by law. This second hearing is being held to adopt the budget and adhere to Health & Safety Code, Section 40131(3)(B).

Background

The Northern Sonoma County Air Pollution Control District is one of 35 local air pollution control districts in the State of California. The District derives its authority from the federal Clean Air Act, and from specific authorities and mandates in the California Health and Safety Code. It is governed by its Board of Directors, the composition of which is specified in law and presently includes members of the Sonoma County Board of Supervisors. In addition to its governing Board, the District is required by statute to have a Hearing Board and an Air Pollution Control Officer.

The District's primary responsibility is to implement federal and state requirements as they pertain to stationary sources of air pollution. This includes monitoring the levels of certain pollutants in the ambient air, and adopting and enforcing rules and regulations as needed to ensure those levels meet the standards established in law. The District also implements and enforces requirements for stationary sources adopted by the federal and state governments, investigates complaints about air quality, and implements education and incentive programs to reduce air pollution.

Fiscal Summary

The District is funded by a combination of grants, subventions, permit fees, penalties, surcharges on motor vehicle registration, property tax revenues, and interest on fund balance. The funds are restricted to the mission of the district, and certain funds are more narrowly restricted to specified purposes.

Under the Health and Safety Code, the District's budget is approved by the District's Board of Directors, separate from other County budget processes. The recommended budget is divided into six program units or indices totaling \$2.68 million in expenditures and \$2.1 million in revenues and approximately \$585,000 in accumulated fund balance or retained earnings including prior years' pass-thru grant funds. The recommended budgets and use of fund balance for each of these indices are described below.

NSCAPCD - Operations (689018): This is the District's operational fund, out of which the majority of air district operations are implemented, including costs for personnel, facilities, and materials. The majority of revenue is derived from permit fees.

Revenues budgeted for fiscal year 2014-2015 are \$1,203,200. The amount includes an expected increase in operational transfers to administer the new CARL Moyer Truck Improvement/Modernization Benefitting Emission Reductions (TIMBER) Program. The goal of the TIMBER program is to provide funding opportunities to quickly replace their older, heavy-duty log trucks earlier than would otherwise be required by regulation.

Operational expenditures are budgeted at \$1,471,839. A slight increase in expenditures is expected in order to implement the new On-Base electronic filing system, Enterprise Financial System (EFS) implementation costs, and to allow for the purchase of new software.

NSCAPCD – VPMP (689034): The Vehicle Pollution Mitigation Program was authorized by the Legislature and approved by the Board to implement specified activities and to mitigate the air pollution impacts of the use of motor vehicles. Revenues derive from a surcharge of \$4 on each motor vehicle registered within the District. Pursuant to guidelines established by the California Air Resources Board (ARB), the District funds eligible air monitoring activities and costs, and makes funds available for grants for projects to reduce pollution associated with motor vehicle use. Funds are granted pursuant to program guidelines approved by the Board. The District has historically tried to maintain sufficient fund balance to allow funding of a larger project or a series of projects.

Revenues budgeted for fiscal year 2014-2015 are \$234,469. Budgeted expenditures total \$352,615 which includes \$150,000 for grant projects and an operating transfer of \$142,365 to help offset the replacement and repair costs of air monitoring equipment. Additional funds will be made available at first quarter Consolidated Budget Adjustments to allow for the funding of grant projects associated with greenhouse gas reduction programs and electric vehicle charging station installations.

NSCAPCD – DMV Moyer (689042): This is a single-purpose fund that provides grants for reductions in emissions from eligible heavy-duty diesel engines. Its revenues derive from a \$2 surcharge on motor vehicle registration. Demand for these funds has been low over the past several years due to the economic recession, but with recent modifications to guidelines and increased outreach efforts, staff has seen an increase in grant funding applications.

Revenues budgeted for fiscal year 2014-2015 are \$120,917. Recommended expenditures total \$200,786, which includes \$195,000 in grant expenditures and \$5,786 in operational transfers to offset the administrative costs of the program.

NSCAPCD – Carl Moyer Fund (689059): This is a single-purpose fund that provides grants for reductions in emissions from eligible heavy-duty diesel engines. Revenues are generated through grants from ARB (derived from state fees paid in lieu of smog check obligations in the early years of a vehicle's life, and by a surcharge on tire sales). Funds are allocated to the District pursuant to a formula in statute, which specifies minimum allocation of \$200,000. Beginning in fiscal year 2013-2014, the Truck Improvement/Modernization Benefitting Emission Reductions (TIMBER) Program was implemented as under the Carl Moyer program. The allocation for this program is anticipated to be \$132,000 and is to be used to provide funding opportunities to quickly replace older, heavy-duty log trucks earlier than would otherwise be required by regulation. All funds received from the state for the Carl Moyer programs, and any interest accrued, must be expended within two years in accordance with guidelines established by the ARB.

Anticipated Revenues for fiscal year 2014-2015 are \$334,061. This includes the anticipated grant allocation and interest. Recommended expenditures total \$365,200 to be used for eligible projects. An adjustment will be made at first quarter Consolidated Budget Adjustments to use of all available fund balance should eligible grant applications be received by District staff.

NSCAPCD – GAMP (689109): This is a single-purpose fund that supports the Geysers Air Monitoring Program in the Geysers, a public-private consortium that includes the air districts of Sonoma and Lake Counties, representatives of the State, the power generators in the Geysers, and representatives of downwind communities. It is funded by member contributions; the District's contribution is in-kind as administrator of the fund. The budget for the program is developed by members of the public-private consortium.

Budgeted Revenues for fiscal year 2014-2015 are \$188,352. Budgeted expenditures are \$227,099. The consortium budgets on a calendar year basis each fall. The budget will be adjusted according to the consortium's recommended budget during mid-year adjustments.

NSCAPCD – Community Benefit Fund (689307): This fund was created by the Board as a mechanism to address community concerns related to air pollution. Its revenues derive from penalties assessed against facilities that have violated District regulations, and other miscellaneous sources. Broadly, the funds may be used to measure or otherwise study air pollution in communities, and to implement projects to mitigate the impacts of air pollution on communities. Some funds are more specifically restricted by settlement agreements. Historically, staff has strived for a balance between funding beneficial projects and maintaining fund balance for future uses.

Budgeted Revenues for fiscal year 2014-2015 are \$20,433 and budgeted expenditures are \$69,318. These numbers are carryovers from the fiscal year 2013-2014 budget and will change as needed at first quarter Consolidated Budget Adjustments. Historically, the only budgeted revenue for this fund is derived from interest.

Prior Board Actions:			
06/10/2013: Board adopted the NSCAPCD's FY 2013-14 budget; 05/13/2014: First Hearing for FY 2014-15 Budget			
Strategic Plan Alignment		Goal 2: Economic and Environmental Stewardship	
Protecting air quality and public health by implementing and developing programs to mitigate the negative impacts of air pollution.			
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 2,686,857	State/Federal	\$ 753,811
	\$	Fees/Other	\$ 1,347,621
	\$	Use of Fund Balance	\$ 585,425
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 2,686,857	Total Sources	\$ 2,686,857
Narrative Explanation of Fiscal Impacts (If Required):			
Total budgeted revenues for all NSCAPCD indices for fiscal year 14-15 are \$2,101,432 and total budgeted expenditures are \$2,686,857. The funds in each index have restrictions as to their use and may not be combined.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
FY 2014-2015 staff allocation will remain the same with 6.0 full time equivalent positions.			
Attachments:			
NSCAPCD Recommended Fiscal Year 2014-2015 Budget; Resolution			
Related Items "On File" with the Clerk of the Board:			
None.			

FY 2014-15
STATEMENT OF SPECIAL FUND ACTIVITY

Name of Fund: NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

Division Title: NSCAPCD - Operations

Sections: 689018

ITEM	Actual FY 12-13	Estimated FY 13-14	Requested FY 14-15
Undesignated / Unreserved Beginning Fund Balance Available for Budgeting	1,178,859	1,079,324	907,204
PLUS: Revenues	1,084,875	1,100,844	1,203,200
LESS: Expenditures	1,179,783	1,277,586	1,471,839
Adjustments to Reserves / Encumbrances:			
Rounding	(5)	0	0
Adjust Salaries Payable	0	0	0
Change in Encumbrances	(4,622)	4,622	0
Undesignated / Unreserved Ending Fund Balance Available for Budgeting	1,079,324	907,204	638,565
(SURPLUS) / DEFICIT FOR FISCAL YEAR	94,907	176,742	268,639

DETAIL OF BEGINNING FUND BALANCE	6/30/2012	6/30/2013	6/30/2014
101 Cash	1,183,660	1,117,168	
102 Petty Cash	200	200	
107 Accounts Receivable	0	0	
132 Due from Other Governments	0	0	
201 Vouchers Payable	(4,801)	(33,222)	
203 Accounts Payable	0	0	
207 Salaries & Benefits Payable	0	0	
322 Fund Balance Reserved for Encumbrances	0	(4,622)	
331 Fund Balance Reserved - Petty Cash	(200)	(200)	
440 Encumbrances (P.O.)	0	0	
441 Encumbrances (Contracts)	0	0	
FUND BALANCE	1,178,859	1,079,324	0

4/3/2013

FY 2014-15
STATEMENT OF SPECIAL FUND ACTIVITY

Name of Fund: NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

Division Title: NSCAPCD - VPMP

Sections: 689034

ITEM	Actual FY 12-13	Estimated FY 13-14	Requested FY 14-15
Undesignated / Unreserved Beginning Fund Balance Available for Budgeting	821,946	946,824	932,240
PLUS: Revenues	206,147	263,452	234,469
LESS: Expenditures	36,266	323,036	352,615
Adjustments:			
Rounding	(3)	0	0
Change in Encumbrance	(45,000)	45,000	0
Undesignated / Unreserved Ending Fund Balance Available for Budgeting	946,824	932,240	814,094
(SURPLUS) / DEFICIT FOR FISCAL YEAR	(169,880)	59,584	118,146

DETAIL OF BEGINNING FUND BALANCE	6/30/2012	6/30/2013	6/30/2014
101 Cash	780,975	995,324	
109 Other Receivables	0	0	
132 Due from Other Gov	42,047	0	
201 Vouchers Payable	(1,076)	(3,500)	
203 Accounts Payable	0	0	
209 Contract Retention Payable	0	0	
322 Fund Balance Reserved for Encumbrance	0	(45,000)	
FUND BALANCE	821,946	946,824	0

4/3/2013

FY 2014-15
STATEMENT OF SPECIAL FUND ACTIVITY

Name of Fund: NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

Division Title: NSCAPCD - GAMP

Sections: 689109

ITEM	Actual FY 12-13	Estimated FY 13-14	Requested FY 14-15
Undesignated / Unreserved Beginning Fund Balance Available for Budgeting	183,029	172,342	113,477
PLUS: Revenues	176,338	183,370	188,352
LESS: Expenditures	187,025	242,235	227,099
Adjustments: Rounding			
Undesignated / Unreserved Ending Fund Balance Available for Budgeting	172,342	113,477	74,730
(SURPLUS) / DEFICIT FOR FISCAL YEAR	10,686	58,865	38,747

DETAIL OF BEGINNING FUND BALANCE	6/30/2012	6/30/2013	6/30/2014
101 Cash	199,501	203,253	
107 Accounts Receivables	0	0	
109 Other Receivables	0	0	
201 Vouchers Payable	(16,472)	(30,911)	
203 Accounts Payable	0	0	
209 Contract Retention Payable	0	0	
FUND BALANCE	183,029	172,342	0

4/3/2013

FY 2014-15
STATEMENT OF SPECIAL FUND ACTIVITY

Name of Fund: NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

Division Title: NSCAPCD - Community Programs Fund

Sections: 689307

ITEM	Actual FY 12-13	Estimated FY 13-14	Requested FY 14-15
Undesignated / Unreserved Beginning Fund Balance Available for Budgeting	178,386	191,837	130,414
PLUS: Revenues	13,952	22,895	20,433
LESS: Expenditures	500	84,318	69,318
Adjustments to Reserves / Encumbrances: Rounding Change in Encumbrance	-1	0	0
Undesignated / Unreserved Ending Fund Balance Available for Budgeting	191,837	130,414	81,529
(SURPLUS) / DEFICIT FOR FISCAL YEAR	(13,452)	61,423	48,885

DETAIL OF BEGINNING FUND BALANCE	6/30/12	6/30/2013	6/30/2014
101 Cash	178,386	191,837	
109 Other Receivables	0	0	
203 Accounts Payable	0	0	
209 Contract Retention Payable	0	0	
440 Encumbrance	0	0	
FUND BALANCE	178,386	191,837	0

4/3/2013

FY 2014-15
STATEMENT OF SPECIAL FUND ACTIVITY

Name of Fund: NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

Division Title: NSCAPCD - CARL MOYER *

Sections: 689059

ITEM	Actual FY 12-13	Estimated FY 13-14	Requested FY 14-15
Undesignated / Unreserved Beginning Fund Balance Available for Budgeting	163,370	107,401	200,000
PLUS: Revenues	201,431	534,061	334,061
LESS: Expenditures	257,400	441,462	365,200
Adjustments:			
Rounding	0	0	0
Change in Encumbrance	0	0	0
Undesignated / Unreserved Ending Fund Balance Available for Budgeting	107,401	200,000	168,861
(SURPLUS) / DEFICIT FOR FISCAL YEAR	55,969	(92,599)	31,139

DETAIL OF BEGINNING FUND BALANCE	6/30/2012	6/30/2013	6/30/2014
101 Cash	163,370	107,401	
109 Other Receivables	0	0	
132 Due from Other Gov	0	0	
201 Vouchers Payable	0	0	
203 Accounts Payable	0	0	
209 Contract Retention Payable	0	0	
322 Fund Balance Reserved for Encumbrance	0	0	
FUND BALANCE	163,370	107,401	0

4/3/2013

* 09/10 is the first year for this index.

FY 2014-15
STATEMENT OF SPECIAL FUND ACTIVITY

Name of Fund: NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

Division Title: NSCAPCD - DMV MOYER *

Sections: 689042

ITEM	Actual FY 12-13	Estimated FY 13-14	Requested FY 14-15
Undesignated / Unreserved Beginning Fund Balance Available for Budgeting	597,457	503,861	260,293
PLUS: Revenues	104,558	132,756	120,917
LESS: Expenditures	4,155	376,324	200,786
Adjustments:			
Rounding	1	0	0
Change in Encumbrance	(194,000)	0	0
Undesignated / Unreserved Ending Fund Balance Available for Budgeting	503,861	260,293	180,424
(SURPLUS) / DEFICIT FOR FISCAL YEAR	(100,403)	243,568	79,869

DETAIL OF BEGINNING FUND BALANCE	6/30/2012	6/30/2013	6/30/2014
101 Cash	576,434	697,861	
109 Other Receivables	0	0	
132 Due from Other Gov	21,023	0	
201 Vouchers Payable	0	0	
203 Accounts Payable	0	0	
209 Contract Retention Payable	0	0	
322 Fund Balance Reserved for Encumbrance	0	(194,000)	
FUND BALANCE	597,457	503,861	0

4/3/2013

* 09/10 is the first year for this index.

**Northern Sonoma County Air Pollution Control District
SUMMARY OF INDEX 689018 EXPENDITURES**

SUBJECT TITLE	Adopted		Estimated FY 13-14	Adopted		Requested FY 14-15	Difference	% Change
	Actual FY 12-13	Budget FY 12-13		Budget FY 13-14	Budget FY 13-14			
<u>SALARIES & BENEFITS</u>								
5100 Permanent Positions	434,875	493,607	468,744	468,744	466,692	(2,052)	-0.44%	
5101 Cash Allowance	37,477	43,056	43,224	43,224	43,224	0	0.00%	
5102 MTO Savings	0	0	0	0	0	0	N/A	
5110 Extra Help	34,230	5,479	48,619	5,607	5,646	39	0.70%	
5120 Overtime	5,143	2,231	2,293	2,293	2,309	16	0.70%	
5121 Overtime-FLSA	78	0	0	0	0	0	N/A	
5150 Vacation Pay	7,371	0	0	0	0	0	N/A	
5190 Agency Extra/Temp Help	880	0	4,970	0	0	0	N/A	
5210 Retirement	170,848	199,452	196,926	196,926	209,412	12,486	6.34%	
5211 Unclaimable County	6,100	10,497	10,364	10,364	5,233	(5,131)	-49.51%	
5220 FICA Retirement	32,499	36,340	36,341	36,341	36,668	327	0.90%	
5240 PST Deferred Comp	0	0	648	0	0	0	N/A	
5300 Health Insurance	31,104	35,874	36,012	36,012	36,012	0	0.00%	
5301 Extra Help Health Ins	0	0	2,200	0	0	0	N/A	
5302 HRA Benefit	1,336	0	2,422	2,422	2,422	0	0.00%	
5303 Retiree Medical Trust	938	0	1,547	0	0	0	N/A	
5304 HRA Costs	0	0	0	0	7,294	7,294	100.00%	
5310 Disability	2,969	5,369	3,379	3,379	3,365	(14)	-0.41%	
5320 Dental Insurance	6,582	7,474	7,503	7,503	7,949	446	5.94%	
5330 Life Insurance	241	356	292	292	296	4	1.37%	
5340 Vision Insurance	1,088	1,272	1,236	1,236	1,302	66	5.34%	
5350 Unemployment Ins.	2,168	334	196	196	141	(55)	-28.06%	
5351 Unemployment-Perm	305	494	468	468	468	0	0.00%	
5400 Workers Comp.	5,241	5,598	6,801	6,801	7,394	593	8.72%	
5500 Other Benefits	75	92	92	92	92	0	0.00%	
5907 Additional Benefits	0	50,557	0	65,000	65,000	0	0.00%	
SUBTOTAL	781,548	898,082	874,277	886,900	900,919	14,019	1.58%	
<u>SERVICES AND SUPPLIES</u>								
6040 Communications	8,077	5,800	6,324	7,500	7,500	0	0.00%	
6048 Cell Phone Service	2,616	2,600	4,000	4,000	4,000	0	0.00%	
6085 Janitorial Services	2,745	2,590	2,700	2,700	2,700	0	0.00%	
6103 Liability Insurance	1,114	1,495	1,336	1,336	1,336	0	0.00%	
6140 Maint-Equipment	3,077	500	3,500	6,000	6,000	0	0.00%	
6157 Maint-Field Equip	7,055	1,000	3,500	6,000	6,000	0	0.00%	
6180 Maint-Bldg Improv	20,489	4,500	9,000	20,000	20,000	0	0.00%	
6262 Laboratory Supplies	38	200	250	250	250	0	0.00%	
6280 Memberships	3,350	3,350	4,350	4,350	4,350	0	0.00%	
6300 Miscellaneous Expenses	0	0	1,000	5,000	5,000	0	0.00%	
6302 Dept. Revolving	89	0	200	200	200	0	0.00%	
6400 Office Expense	41,422	5,000	9,000	25,000	25,000	0	0.00%	
6410 Postage	4,134	6,800	7,205	6,800	6,800	0	0.00%	
6415 Books/Periodicals	1,196	650	1,000	1,000	1,000	0	0.00%	
6430 Printing Services	2,392	3,449	3,449	3,449	3,449	0	0.00%	
6521 County Services	30,832	30,832	27,546	27,546	27,546	0	0.00%	
6540 Contract Services	11,432	1,000	15,000	60,000	60,000	0	0.00%	
6573 Administrative Costs	91,611	82,762	96,000	83,289	83,289	0	0.00%	
6610 Legal Services	21,249	15,000	20,000	20,000	20,000	0	0.00%	
6628 HRMS	3,397	3,632	3,894	3,894	3,894	0	0.00%	
6629 Fiscal Accounting Svcs	3,675	2,411	4,858	4,858	4,858	0	0.00%	
6630 Audit/Accounting Svc	0	0	15,750	15,750	15,750	0	0.00%	
6637 Prop Tax Admin Fee	391	380	398	392	392	0	0.00%	
6645 Risk Mgmt-Ben Admin	1,713	1,713	1,089	1,089	1,089	0	0.00%	
6697 EFS Costs	0	0	0	0	3,363	3,363	100.00%	
6795 Unclaimable HRMS	119	0	0	0	0	0	N/A	
6800 Public/Legal Notices	3,478	2,000	5,035	2,400	2,400	0	0.00%	
6820 Rents/Leases-Equip	179	250	3,500	250	5,250	5,000	2000.00%	
6840 Rents/Leases-Bldgs	40,275	40,276	41,282	50,000	50,000	0	0.00%	
6880 Small Tools	2,034	5,000	1,500	5,000	5,000	0	0.00%	
6889 Computer Software	0	5,000	10,000	7,000	22,000	15,000	214.29%	

**Northern Sonoma County Air Pollution Control District
SUMMARY OF INDEX 689018 EXPENDITURES CONTINUED**

SUBJECT TITLE	Actual FY 12-13	Adopted Budget FY 12-13	Estimated FY 13-14	Adopted Budget FY 13-14	Requested FY 14-15	Difference	% Change
<u>SERVICES AND SUPPLIES (CONTINUED)</u>							
6890 Computer Hardware	282	7,500	4,500	9,000	9,000	0	0.00%
7110 Prof Dev - Admin Mgmt	0	1,500	0	1,500	1,500	0	0.00%
7112 Prof Dev - WCE	0	960	0	960	960	0	0.00%
7120 Training-In-Service	70	1,000	0	5,000	5,000	0	0.00%
7130 Tuition/Textbook	0	1,000	0	1,000	1,000	0	0.00%
7301 County Car Expense	3,702	7,746	10,406	7,000	7,000	0	0.00%
7302 Travel Expense	8,590	17,000	21,000	21,000	21,000	0	0.00%
7303 Private Car Expense	2,328	4,908	7,000	4,908	4,908	0	0.00%
7309 Unclaim. County Car	82	1,344	1,344	1,344	1,344	0	0.00%
7320 Utilities	6,801	6,700	6,700	6,700	6,700	0	0.00%
7400 Data Processing	23,344	18,528	32,568	32,568	32,568	0	0.00%
7402 DP/New Project	6,360	0	0	0	0	0	N/A
7415 DP - Supplemental Svcs	0	0	601	0	0	0	N/A
7425 ISD Desktop Modern	9,666	4,334	11,350	11,350	11,350	0	0.00%
7450 ISD Small Tools	0	0	0	0	0	0	N/A
SUBTOTAL	369,404	300,710	398,135	477,383	500,746	23,363	4.89%
<u>FIXED ASSETS</u>							
8571 Field Equipment	24,203	10,000	0	25,000	25,000	0	0.00%
8573 Mobile Equipment	0	40,000	0	40,000	40,000	0	0.00%
SUBTOTAL	24,203	50,000	0	65,000	65,000	0	0.00%
<u>OTHER FINANCING</u>							
8648 Unclm-OT-Other ISD	4,628	4,628	5,174	5,174	5,174	0	0.00%
SUBTOTAL	4,628	4,628	5,174	5,174	5,174	0	0.00%
EXPENDITURES w/o PY	1,179,783	1,253,420	1,277,586	1,434,457	1,471,839	37,382	2.61%
<u>PY ENCUMBRANCE EXP</u>							
9853 PY Enc-Equipment	0	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	0	N/A
TOTAL EXPENDITURES	1,179,783	1,253,420	1,277,586	1,434,457	1,471,839	37,382	2.61%
NET COST	94,907	88,891	176,742	244,457	268,639	24,182	9.89%

**Northern Sonoma County Air Pollution Control District
SUMMARY OF INDEX 689018 REVENUES**

SUBJECT TITLE	Actual FY 12-13	Adopted Budget FY 12-13	Estimated FY 13-14	Adopted Budget FY 13-14	Requested FY 14-15	Difference	% Change
<u>TAXES</u>							
1000 Prop Taxes-CY Sec	114,596	111,065	120,019	112,041	112,041	0	0.00%
1008 RDA Increment	(19,293)	(19,448)	(20,462)	(12,000)	(12,000)	0	0.00%
1011 SB 2557 Prop Tax Adm	(1,623)	(1,235)	0	(1,696)	(1,696)	0	0.00%
1014 AB 1290 RDA Pass-Thrc	1,336	0	786	0	0	0	N/A
1017 Residual Prop Tax-RP	3,974	0	3,123	0	0	0	N/A
1018 Prop Taxes - RDA Asset	8,922	0	0	0	0	0	N/A
1020 Prop Taxes-CY Supp	591	500	885	380	380	0	0.00%
1040 Prop Taxes-CY Unsec.	3,949	3,900	4,287	4,287	4,287	0	0.00%
1042 Cost Reim-Coll Del CY	(73)	0	(82)	0	0	0	N/A
1060 Prop Taxes-PY Unsec.	(31)	0	0	0	0	0	N/A
1080 Prop Taxes-PY Supp	(2)	0	0	0	0	0	N/A
1100 Prop Taxes-PY Unsec.	57	0	0	0	0	0	N/A
1266 Timber Yield Tax	58	170	222	90	90	0	0.00%
SUBTOTAL	112,461	94,952	108,778	103,102	103,102	0	0.00%
<u>LICENSES/PERMITS</u>							
1462 Air Quality Permit Fees	676,842	663,300	667,066	650,300	650,300	0	0.00%
1472 Variance App Fees	0	0	0	0	0	0	N/A
1484 Title V Permit Fees	5,000	15,000	25,000	25,000	25,000	0	0.00%
1486 Air Quality App Fees	25,381	25,000	18,055	15,000	15,000	0	0.00%
1487 Air Quality Toxic Fees	11,000	11,000	11,000	10,000	10,000	0	0.00%
1488 Air Quality Fed Prog	57,644	46,000	46,000	46,000	46,000	0	0.00%
1490 Air Quality Burn App	78,736	80,000	80,000	80,000	80,000	0	0.00%
SUBTOTAL	854,603	840,300	847,121	826,300	826,300	0	0.00%
<u>FINES/FORFEITURES/PENALTIES</u>							
1530 Air Pollution Fines	0	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	0	N/A
<u>USE OF MONEY/PROPERTY</u>							
1700 Interest-Pooled Cash	11,165	6,552	8,696	5,589	5,589	0	0.00%
1701 Interest Earned	33	0	0	0	0	0	0.00%
SUBTOTAL	11,198	6,552	8,696	5,589	5,589	0	0.00%
<u>INTERGOVERNMENTAL REV</u>							
2440 St-HOPTR	1,061	1,078	1,050	1,050	1,050	0	0.00%
2500 St-Other	14,728	16,632	23,601	16,628	16,628	0	0.00%
2505 St-Special Supp Subv	47,117	47,196	47,081	57,196	57,196	0	0.00%
SUBTOTAL	62,906	64,906	71,732	74,874	74,874	0	0.00%

**Northern Sonoma County Air Pollution Control District
SUMMARY OF INDEX 689018 REVENUES CONTINUED**

SUBJECT TITLE	Actual FY 12-13	Adopted Budget FY 12-13	Estimated FY 13-14	Adopted Budget FY 13-14	Requested FY 14-15	Difference	%
							Change
<u>REVENUES (CONTINUED)</u>							
<u>CHARGES FOR SERVICES</u>							
3019 NCPA - FEE for Govt	1,781	1,800	1,837	1,700	1,700	0	0.00%
3700 Copy Transcribe Fees	0	0	0	0	0	0	N/A
3980 Revenue Allc to PY	0	0	0	0	0	0	N/A
SUBTOTAL	1,781	1,800	1,837	1,700	1,700	0	0.00%
<u>MISCELLANEOUS REVENUES</u>							
4113 Returned Checks	(100)	0	0	0	0	0	N/A
SUBTOTAL	(100)	0	0	0	0	0	N/A
<u>OTHER FINANCING SOURCES</u>							
4625 OT-W/in Sp Dist-BOS	32,361	151,685	51,330	167,085	180,285	13,200	7.90%
4648 OT-Other ISD Replac	9,665	4,334	11,350	11,350	11,350	0	0.00%
SUBTOTAL	42,026	156,019	62,680	178,435	191,635	13,200	7.40%
TOTAL REVENUES	1,084,875	1,164,529	1,100,844	1,190,000	1,203,200	13,200	1.11%

**Northern Sonoma County Air Pollution Control District
SUMMARY OF INDEX 689034 REVENUES**

	Actual FY 12-13	Adopted Budget FY 12-13	Estimated FY 13-14	Adopted Budget FY 13-14	Requested FY 14-15	Difference	% Change
USE OF MONEY/PROPERTY							
1700 Interest-Pooled Cash	6,842	2,579	6,932	3,242	3,242	0	0.00%
SUBTOTAL	6,842	2,579	6,932	3,242	3,242	0	0.00%
OTHER							
2080 St-Other-In Lieu	0	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	0	N/A
CHARGES FOR SERVICES							
3340 Health Fees	199,304	256,000	256,520	231,227	231,227	0	0.00%
3980 Revenue Applic to PY	0	0	0	0	0	0	N/A
SUBTOTAL	199,304	256,000	256,520	231,227	231,227	0	0.00%
TOTAL REVENUES	206,147	258,579	263,452	234,469	234,469	0	0.00%

SUMMARY OF INDEX 689034 EXPENDITURES

	Actual FY 12-13	Adopted Budget FY 12-13	Estimated FY 13-14	Adopted Budget FY 13-14	Requested FY 14-15	Difference	% Change
SERVICES/SUPPLIES							
6040 Communications	5,128	5,000	7,500	7,500	7,500	0	0.00%
6140 Maint-Equipment	0	0	2,000	2,000	2,000	0	0.00%
6528 Ozone Monitoring	3,887	5,000	5,000	5,000	5,000	0	0.00%
6529 Vehicle Emission	0	0	0	0	0	0	N/A
6530 PMIO Monitoring	14,761	7,000	15,000	15,000	15,000	0	0.00%
6540 Contract Services	0	327,354	250,000	250,000	150,000	(100,000)	-40.00%
6629 Fiscal Accounting	239	772	0	0	0	0	N/A
6840 Rents/Leases	542	550	553	550	550	0	0.00%
6880 Small Tools	0	0	1,000	1,000	1,000	0	0.00%
6889 Software	1,050	5,000	5,000	5,000	5,000	0	0.00%
6890 Computer Hardware	0	2,500	2,500	2,500	2,500	0	0.00%
7000 Spec Dept. (Moyer)	0	0	0	0	0	0	N/A
7320 Utilities	1,586	1,550	1,700	1,700	1,700	0	0.00%
	27,193	354,726	290,253	290,250	190,250	(100,000)	-34.45%
FIXED ASSETS							
8571 Field Equipment	0	16,000	20,000	20,000	20,000	0	0.00%
8573 Mobile Equipment	0	0	0	0	0	0	N/A
SUBTOTAL	0	16,000	20,000	20,000	20,000	0	0.00%
OTHER FINANCING USES							
8625 OT-W/in Sp Dist-BOS	9,074	127,414	12,783	142,365	142,365	0	0.00%
SUBTOTAL	9,074	127,414	12,783	142,365	142,365	0	0.00%
EXPENDITURES w/o PY	36,267	498,140	323,036	452,615	352,615	(100,000)	-22.09%
PY ENCUMBRANCE EXP							
9650 PY Enc-Profess/Spec	0	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	0	N/A
TOTAL EXPENDITURES	36,266	498,140	323,036	452,615	352,615	(100,000)	-22.09%
NET COST	(169,880)	239,561	59,584	218,146	118,146	(100,000)	-45.84%

**Northern Sonoma County Air Pollution Control District
SUMMARY OF INDEX 689042 (DMV MOYER FUND) REVENUES**

	Actual FY 12-13	Adopted Budget FY 12-13	Estimated FY 13-14	Adopted Budget FY 13-14	Requested FY 14-15	Difference	%
							Change
<u>USE OF MONEY/PROPERTY</u>							
1700 Interest-Pooled Cash	4,922	2,922	4,496	5,207	5,207	0	0.00%
SUBTOTAL	4,922	2,922	4,496	5,207	5,207	0	0.00%
<u>OTHER</u>							
2080 St-Other-In Lieu	99,636	128,107	128,260	115,710	115,710	0	0.00%
2900 Other Gov Agencies	0	0	0	0	0	0	N/A
SUBTOTAL	99,636	128,107	128,260	115,710	115,710	0	0.00%
<u>OTHER FINANCING SOURCES</u>							
4625 OT-W/in Sp Dist-BOS	0	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	0	N/A
TOTAL REVENUES	104,558	131,029	132,756	120,917	120,917	0	0.00%

SUMMARY OF INDEX 689042 (DMV MOYER FUND) EXPENDITURES

	Actual FY 12-13	Adopted Budget FY 12-13	Estimated FY 13-14	Adopted Budget FY 13-14	Requested FY 14-15	Difference	%
							Change
<u>SERVICES/SUPPLIES</u>							
6629 Fiscal Accounting	0	772	0	0	0	0	N/A
7000 Spec Dept. (Moyer)	0	194,089	369,911	195,000	195,000	0	0.00%
SUBTOTAL	0	194,861	369,911	195,000	195,000	0	0.00%
<u>OTHER FINANCING USES</u>							
8625 OT-W/in Sp Dist-BOS	4,155	5,139	6,413	5,786	5,786	0	0.00%
SUBTOTAL	4,155	5,139	6,413	5,786	5,786	0	0.00%
TOTAL EXPENDITURES	4,155	200,000	376,324	200,786	200,786	0	0.00%
NET COST	(100,403)	68,971	243,568	79,869	79,869	0	0.00%

**Northern Sonoma County Air Pollution Control District
SUMMARY OF INDEX 689059 (CARL MOYER FUND) REVENUES**

	Actual FY 12-13	Adopted Budget FY 12-13	Estimated FY 13-14	Adopted Budget FY 13-14	Requested FY 14-15	Difference	% Change
USE OF MONEY/PROPERTY							
1700 Interest-Pooled Cash	1,431	1,095	2,061	2,061	2,061	0	0.00%
SUBTOTAL	1,431	1,095	2,061	2,061	2,061	0	0.00%
OTHER							
2080 St-Other-In Lieu	200,000	200,000	532,000	200,000	332,000	132,000	66.00%
SUBTOTAL	200,000	200,000	532,000	200,000	332,000	132,000	66.00%
OTHER FINANCING SOURCES							
4625 OT-W/in Sp Dist-BOS	0	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	0	N/A
TOTAL REVENUES	201,431	201,095	534,061	202,061	334,061	132,000	65.33%

SUMMARY OF INDEX 689059 (CARL MOYER FUND) EXPENDITURES

	Actual FY 12-13	Adopted Budget FY 12-13	Estimated FY 13-14	Adopted Budget FY 13-14	Requested FY 14-15	Difference	% Change
SERVICES/SUPPLIES							
6629 Fiscal Accounting Svcs	868	868	1,066	1,066	1,066	0	0.00%
7000 Spec Dept. (Moyer)	237,400	183,253	408,262	298,262	332,000	33,738	11.31%
SUBTOTAL	238,268	184,121	409,328	299,328	333,066	33,738	11.27%
OTHER FINANCING USES							
8625 OT-W/in Sp Dist-BOS	19,132	19,132	32,134	18,934	32,134	13,200	69.72%
SUBTOTAL	19,132	19,132	32,134	18,934	32,134	13,200	69.72%
TOTAL EXPENDITURES	257,400	203,253	441,462	318,262	365,200	46,938	14.75%
NET COST	55,969	2,158	(92,599)	116,201	31,139	(85,062)	-73.20%

**Northern Sonoma County Air Pollution Control District
SUMMARY OF INDEX 689109 REVENUES**

SUBJECT TITLE	Actual FY 12-13	Adopted Budget FY 12-13	Estimated FY 13-14	Adopted Budget FY 13-14	Requested FY 14-15	Difference	% Change
LICENSES/PERMITS							
1471 Geothermal Air Monitor	174,857	179,680	182,235	174,856	187,099	12,243	7.00%
SUBTOTAL	174,857	179,680	182,235	174,856	187,099	12,243	7.00%
USE OF MONEY/PROPERTY							
1700 Interest-Pooled Cash	1,481	861	1,135	1,253	1,253	0	0.00%
SUBTOTAL	1,481	861	1,135	1,253	1,253	0	0.00%
TOTAL REVENUE	176,338	180,541	183,370	176,109	188,352	12,243	6.95%

SUMMARY OF INDEX 689109 EXPENDITURES

SUBJECT TITLE	Actual FY 12-13	Adopted Budget FY 12-13	Estimated FY 13-14	Adopted Budget FY 13-14	Requested FY 14-15	Difference	% Change
SERVICES/SUPPLIES							
6515 Geothermal Air Monitor	187,025	217,665	242,235	214,586	227,099	12,513	5.83%
SUBTOTAL	187,025	217,665	242,235	214,586	227,099	12,513	5.83%
TOTAL EXPENDITURES	187,025	217,665	242,235	214,586	227,099	12,513	5.83%
NET COST	10,686	37,124	58,865	38,477	38,747	270	0.70%

**Northern Sonoma County Air Pollution Control District
SUMMARY OF INDEX 689307 REVENUES**

SUBJECT TITLE	Actual FY 12-13	Adopted		Adopted		Requested FY 14-15	Difference	% Change
		Budget FY 12-13	Estimated FY 13-14	Budget FY 13-14	Budget FY 13-14			
FINES/FORFEITURES/PENALTIES								
1530 Air Pollution Fines	12,518	0	2,250	0	0	0	0	N/A
SUBTOTAL	12,518	0	2,250	0	0	0	0	N/A
USE OF MONEY/PROPERTY								
1700 Interest-Pooled Cash	1,434	1,007	1,327	1,115	1,115	0	0	0.00%
4040 Misc Revenue	0	0	19,318	0	19,318	19,318	19,318	1732.56%
SUBTOTAL	1,434	1,007	20,645	1,115	20,433	19,318	19,318	1732.56%
TOTAL REVENUE	13,952	1,007	22,895	1,115	20,433	19,318	19,318	1732.56%

SUMMARY OF INDEX 689307 EXPENDITURES

SUBJECT TITLE	Actual FY 12-13	Adopted		Adopted		Requested FY 14-15	Difference	% Change
		Budget FY 12-13	Estimated FY 13-14	Budget FY 13-14	Budget FY 13-14			
SERVICES/SUPPLIES								
6540 Contract Services	500	30,000	84,318	50,000	69,318	19,318	19,318	38.64%
6880 Small Tools	0	0	0	0	0	0	0	N/A
SUBTOTAL	500	30,000	84,318	50,000	69,318	19,318	19,318	38.64%
TOTAL EXPENDITURES	500	30,000	84,318	50,000	69,318	19,318	19,318	38.64%
NET COST	(13,452)	28,993	61,423	48,885	48,885	0	0	0.00%



County of Sonoma
State of California

Date: June 17, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Directors Of The Northern Sonoma County Air Pollution Control District, State, (NSCAPCD, Or District), State of California, Adopting The District's FY 2014-2015 Budget.

Whereas, the District published notice of the availability of budget materials for review on March 31, 2014; and

Whereas, the District provided written notice of the budget proposal for FY 2014-2015 to all permit holders; and

Whereas, the Board of Directors of the District held a duly noticed public hearing to receive comments on the proposed budget on May 13, 2014; and

Whereas, all comments received on the proposed budget have been addressed; and

Whereas, the Board of Directors of the District held a duly noticed public hearing to adopt the proposed budget on June 17, 2014; and

Whereas, all requirements of sections 29080 and 29081 of the Government Code and of Health and Safety Code Sections 40130, and 40131, and 42311, have been met.

Now, Therefore, Be It Resolved that the FY 2014-2015 Proposed Budget is hereby adopted by reference as the FY 2014-2015 Final Budget for the NSCAPCD in accordance with Sections 29080 and 29081 of the Government Code, and of Health and Safety Code Sections 40130, and 40131, and 42311.

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: 32
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan Klassen, Director (707) 565-2231

Supervisorial District(s):

All

Title: Long-Term Road Plan

Recommended Actions:

Accept the Long-Term Road Plan report and provide direction to staff.

Executive Summary:

Sonoma County is prioritizing transportation infrastructure, enhancing safety for vehicles, pedestrians, and cyclists, fixing potholes, repairing local roads and streets, and improving the quality of life for County residents to achieve its' strategic goal of economic and environmental stewardship. A well maintained road network is vital to economic development and activity, especially in the areas of agriculture, recreation, and tourism.

In August 2013, the Board Chairman created the Long-Term Roads Ad Hoc Committee (Supervisors McGuire and Rabbitt) with a charter to improve the quality and safety of the County road system by developing a Long-Term Road Plan including funding strategies for pavement condition improvements. This item presents the Long-Term Road Plan and recommendations of the Long-Term Road Ad Hoc Committee (Ad Hoc).

Specifically, the Long-Term Roads Ad Hoc recommends that the Board take the following actions to fund the Long-Term Road Plan:

1. Approve recommendation to improve approximately 700 miles of the County road network during the next ten years. In total, over 50% of the road network would be in good condition, as compared to the 26% that would be considered good today.
2. Direct CAO and Transportation and Public Works staff to develop a financing plan that incorporates all identified sources of revenue, including General Funds, other revenue currently received by the Department, a local sales tax measure, support additional funding from Sonoma County Transportation Agency (SCTA) for leveraging; and possible new State and Federal funding, as well as financing strategies such as bonding and distribution scenarios to meet the Long-Term Road needs of the County.

3. Support and direct staff to lobby at the State and Federal level for initiatives that increase Federal or State revenues directed to County roads, including proposals which could modify state gas tax allocation formula, lower required voter thresholds for passage of sales taxes for transportation, or adjust the cap on local transaction and use (sales) taxes of 2%.

Roads Funding - A Legacy Problem

It has been a challenge to properly fund and maintain the approximately 1,370 miles of road in the County system. Years of inadequate State and local funding have created a deteriorating road network. Unfavorable formulas and declining State and Federal gas-tax revenues, which are the primary revenue stream for road repair and maintenance, coupled with significant local budget reductions due to the "Great Recession" (overall County General Fund revenue from property tax declined approx. \$40 million between FY 08/09 and FY 12/13), along with increased costs of raw materials necessary for pavement preservation, have exacerbated the difficulty in maintaining such an extensive road network.

During several years of significant budget reductions where the County budget was reduced cumulatively by \$103.6 million and 529 full time equivalent positions, the Board committed to making every effort to address the shortfall with available General Fund dollars, and to use those dollars intelligently to leverage outside funding and maintain a "good" Pavement Condition Index (PCI) rating on the Primary Roads and roadways vital to the County's agricultural and tourism economy within the County network.

In both fiscal years, FY 12/13 and FY 13/14, the Board of Supervisors dedicated the highest level of funding for County roads infrastructure in recent history by investing \$8 million of General Funds. These investments were part of a significant commitment from the Board totaling approximately \$50 million budgeted in FY 13/14 (see Fiscal Summary for detail) toward improving roads, bridges, drainage and safety features. Of this amount, approximately \$47 million was directed into the local economy through contracts awarded by the County.

The Long-Term Road Plan outlines a recommended strategy to address all roads in the County and utilizes a combination of long range, community-based funding solutions and State and Federal legislative funding authority. These funds will sustain the County's primary roads, begin to systematically fix potholes and improve maintenance on Local Roads, which comprise almost 65% of the County system but have no identified funding source for pavement preservation activities. The Ad Hoc Committee, Transportation and Public Works staff and County Administrative Office staff worked together to reach a common understanding of the current roads network, assess the existing backlog of needed repairs and investment, set a Long-Term goal for the network in total, and then develop an approach to help guide investment within that network as well as track progress in PCI improvement. In addition, the Ad-Hoc and staff explored financial needs and options for achieving the recommended Long-Term goal.

The Ad-Hoc members conducted extensive community outreach in developing the Long-Term Road Plan. Supervisors McGuire and Rabbitt have each individually hosted town hall meetings in partnership with local stakeholder and community groups, presented information to and solicited feedback from local service groups and associations, and held numerous meetings with residents and local stakeholder groups. In addition, County staff have conducted community sentiment surveys, which indicate roads

and transportation infrastructure continue to be a high priority for the community, have met with local jurisdictions, and collected additional input through the Ad-Hoc's work.

Current Conditions

To establish a commonly understood baseline of the current County road network, the County hired Harris and Associates (HA) to field survey and verify the condition of all roads in the County. HA completed this work over a period of 18 months. The table below summarizes the results of that work:

<u>Funding Eligibility</u>	<u>ROAD TYPE</u> (Functional Classification)	Road Miles	% of Total Road Miles	Pavement Condition
Eligible for Federal \$	Arterial	32	2%	76 – Very Good
	Other Principal Arterials	2	<1%	62 – Good
	Major Collectors	326	24%	65 – Good
Not Eligible for Federal \$	Minor Collector	122	9%	44 - Poor
	Local	888	65%	34 - Poor
	Total Paved Road Network	1370	100%	46 - Poor

Investment and Repair Backlog

HA used the StreetSaver® program to analyze the existing backlog in investments and repairs throughout the roads network. StreetSaver® is an Metropolitan Transportation Commission (MTC) managed program which all local agencies in the Bay Area use to help identify maintenance needs and to develop a cost effective pavement capital program, to address those needs. The program inputs consist of the Length, Width, Surface Type, Functional Classification and Current Pavement Condition for each road. The program then applies a complex model to predict how each road will deteriorate over time, when and what type of pavement maintenance or repair treatment is appropriate and the cost of the treatment.

The data used account for what is realistic and regionally appropriate to the types of roads in Sonoma County, recent bid estimates, and that the predicted frequency of maintenance treatments is reasonably achievable. The output from the model can then predict the total value of the maintenance and repair backlog at a given intervals of time, such as today, in 10 years, or in 20 years. StreetSaver® can also be used to run various “budget scenarios” for pavement condition. For example how much investment is needed on an annual basis over a specified period of time to have a network pavement condition that is good, or very good, as well as “budget constrained” scenarios to show what improvements can be made with limited resources.

Using StreetSaver®, HA analyzed over a dozen scenarios, with varying levels of financial commitment, and target pavement condition or combination of those two criteria. Based on this analysis, the estimate of the current backlog for the County Road network is \$268 million dollars. This number will continue to grow without significant investment. The complete consultant report of on the pavement condition survey and analysis is on file with the clerk.

The Long-Term Road Plan

The Ad Hoc's recommended plan continues the County's focus on creating a well maintained road network that supports economic development, agriculture, recreation and tourism. The Plan also seeks to maximize and leverage federal dollars and identify new revenue sources as well as legislative changes to create more favorable allocation.

Because the total County road network is so extensive, multiple "tiers" within the network were established to help identify and understand use, guide investments, and better track progress in PCI improvement over time. The "tiers" are: Tier 1: The Federally Eligible Network; Tier 2: Significant Rural Road Network; Tier 3: Local Communities; and Tier 4: Remaining Local Roads. Maps showing the roads in each of the top 3 Tiers are included as attachments.

Tier 1: The Federally Eligible Network – This Tier consists of all of the Roads in the County that are classified as either Arterials or Major Collectors. There are 350 miles (25% of total network) of Tier 1 roads throughout the County. These roads are on the average in good or very good condition. Most importantly these roads are eligible for federal road funding, in other words these are the roads where the County can maximize its ability to leverage local dollars.

Tier 2: Significant Rural Road Network – This Tier consists of all of the roads classified as Minor Collector roads and a strategic selection of Local roads that are significant to the economic vitality of Sonoma County because they tie rural communities together or provide access to agricultural, tourism, and recreation opportunities. There are approximately 220 miles of roads (16% of total network) in this Tier and they are in generally poor condition with an average PCI of 44.

Tier 3: Local Communities – This Tier consists of roads classified as Local. They are in areas around population centers, townships and neighborhoods. Examples include such areas as: Graton, Penngrove, The Springs, Geyserville, Larkfield, Southwest Santa Rosa, etc. This Tier consists of approximately 250 miles (18% of total network) of the remaining local roads, and are in generally poor condition.

Tier 4: Remaining Local Roads – This Tier as the name implies consist of the remainder of the Local classification of roads. These roads would generally be in more rural areas, may often be dead end roads and generally serve relatively few residents. This Tier consists of approximately 560 (41% of the total network) of the local roads in the County network.

Based on modeling through StreetSaver®, achieving a "Very Good" PCI rating for all roads is financially unrealistic. However, by using these tiers, the Long-Term Road Plan makes significant progress in improving the County's road network. Specifically, the plan recommends bringing up and maintaining the Tier 1 Federally Eligible and Tier 2 Significant Rural Roads in "Good" PCI condition, (PCI of 60 or better). The Report recommends improving approximately one half of the Tier 3 roads to a "Good" or

better condition within 10 years, and then to continue work within this Tier on an ongoing basis, gradually improving the remaining 50% of Tier 3 roads over time. Tier 4 roads would be addressed as funding is available or when emergency repairs are needed.

Based on the Long-Term Roads Plan, the County would improve approximately 700 miles of the County road network during the next ten years. In total, over 50% of the road network would be in good condition, as compared to the 26% that would be considered good today.

HA and County staff believes that to implement this plan, the County will need to invest an average of approximately \$20M annually over the 10 year period. To achieve this level of funding, the Road Plan includes the continuation of existing support through the County General Fund and other local sources. However, even with this level of ongoing investment, the County will need to seek additional revenue to achieve the estimated \$20M needed. Based on that the Ad-Hoc believes the County should move forward with a local revenue measure to help finance the Long-Term Road Plan; explore financing strategies including bonding and distribution scenarios. Additionally new State and Federal revenues directed to road should be encouraged such as modifying the state gas tax allocation formula, lowering the required voter thresholds for passage of sales taxes for transportation, or adjusting the cap on local transaction and use (sales) taxes of 2%.

Prior Board Actions:

3/25/14: Board approves 2014 Pavement Preservation Program funded with \$9.8 million general fund allocation and receive 2013 Pavement Management Program Update 6/11/13: Board approves Road Ad-Hoc recommendation allocation \$8 million in one-time reserves; 10/23/12: Board approves Road Ad Hoc recommendations; 6/19/12: Board approves Road Ad Hoc recommendation allocating \$8 million in one-time reserves.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

A well maintained road network is vital to economic development in the areas of agriculture, recreation and tourism. Investing in transportation infrastructure improves the pavement quality and safety of the County road system for vehicles, transit, and bicycles.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

Long Term Road Plan Dated June 2014

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

2014 Pavement Program Harris Report Summary; Draft Addendum 2013-2014 Pavement Management Program Update; 2013-2014 Pavement Management Program Update



Long Term Road Plan

Dated June 2014

Roads Funding - A Legacy Problem

Under the County Strategic Goal of Economic and Environmental Stewardship the Board has consistently prioritized investing in transportation infrastructure, to enhance safety for vehicles, pedestrians, and cyclists, fix potholes, repair local roads and streets and improve the quality of life for County residents. A well maintained road network is vital to economic development and activity, especially in the areas of agriculture, recreation and tourism. The 2008 Roads Report started with the following problem description:

“The Sonoma County Board of Supervisors approved the first-ever Strategic Plan for the County on December 11, 2007. Goal 5 of the Plan aims to proactively address the failing transportation infrastructure so that it can be maintained and operated to provide safe reliable and accessible movement of people and goods throughout the County. Objectives include developing resources to provide for the ongoing maintenance and improvement of county roads and developing a multi-year prioritized countywide maintenance plan.

The Board approved the Strategic Plan Implementation of projects on July 8, 2008. Included within the Implementation Plan was Project 47 – Road Funding. The following report is a funding analysis of Sonoma County road and represents one of the identified project deliverables. There are several key points identified within the report and they are summarized as follows:

- 1. The Sonoma County Road System represents one of our largest public assets with a replacement value of \$1.7 billion.*
- 2. Today’s transportation revenues are woefully inadequate to address the road maintenance needs of Sonoma County.*
- 3. Road maintenance activities are interdependent, with pavement life extension reliant upon a coordinated program of implementation.*
- 4. Road maintenance service levels, already identified as deficient, are projected to worsen, with annual shortfalls ranging from \$3.5 million to \$4.5 million over the next five years.*
- 5. Failure to address the projected shortfall in road maintenance will result in a need for a significant portion, if not the entire County road network, to be completely reconstructed within 10 years.*

Most people acknowledge that road networks are a vital centerpiece to a vibrant economy. Roads provide connectivity of countless origins and destinations, thus providing flexible choices for many users. Further, most consider roads to be permanent, important and free. Roads are far from permanent and they are not free for those tasked with building and maintaining them. They are; however, important and new strategies need to be explored in order to extend their life and quality. By helping to create and sustain jobs and allowing for the safe transport

and delivery of goods and services, every dollar spent preserving our County road system is a dollar invested in our local economy.”

Unfortunately, this continues to be true today as the general state of County roads has continued to decline despite recent efforts by the Board of Supervisors to curtail the degradation of the roadway infrastructure. To address this strategic priority, the Board Chair created the Long-Term Roads Ad Hoc Committee (Supervisors McGuire and Rabbitt) in August 2013, with a mission to improve the quality and safety of the County road system by developing a Long-Term Road Plan including funding strategies for pavement condition improvements. This item presents the Long-Term Road Plan and recommendations of the Long-Term Road Ad Hoc Committee (Ad Hoc).

Since 2008, the Board received reports outlining the challenges of properly funding and maintaining the approximately 1,370 miles of road in the County system.

Classification	Center Line Miles
Minor Arterials	31.63
Other Principal Arterials	1.61
Major Collector	326.27
Minor Collector	122.42
Local	887.70
Total	1369.63

Years of inadequate State and local funding have created a deteriorating road network. Unfavorable formulas and declining State and Federal gas-tax revenues, which are the primary revenue stream for road repair and maintenance, coupled with significant local budget reductions due to the “Great Recession” (overall County General Fund revenue from property tax declined approx. \$40 million between FY 08/09 and FY 12/13), along with increased costs of raw materials necessary for pavement preservation, have exacerbated the difficulty in maintaining such an extensive road network. Even during several years of significant budget reductions where the County budget was reduced cumulatively by \$103.6 million and 529 full time equivalent positions, the Board has committed to making every effort to address the shortfall with available General Fund dollars, and to use those dollars intelligently to leverage outside funding and maintain a “good” Pavement Condition Index (PCI) rating on the Primary Roads and roadways vital to the County’s agricultural and tourism economy within the County network.

Reflecting the County’s continued commitment to maintaining its roadway infrastructure, the Board of Supervisors have dedicated the highest level of funding for County roads infrastructure in recent history by investing \$8 million of General Funds during each of the last two fiscal years, FY 12/13 and FY 13/14. These investments were part of a significant commitment from the Board totaling approximately \$50 million budgeted in FY 13/14 (see Fiscal Summary for detail) toward

improving roads, bridges, drainage and safety features. Of this amount, approximately \$47 million was directed into the local economy through contracts awarded by the County.

The Long-Term Road Plan prepared by the Ad Hoc outlines a recommended strategy to address for all roads in the county which utilizes a combination of long range, community-based funding solutions, and work with State and Federal legislators to not only sustain the County's primary roads, but to begin to systematically fix potholes and improve maintenance on Local Roads, which comprise almost 65% of the County system but have no identified funding source for pavement preservation activities.

Funding Sources

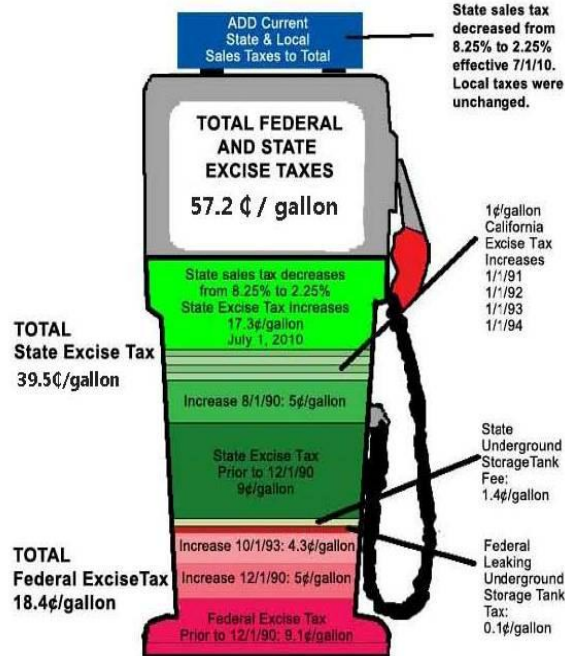
Federal Funding

Roads funding have traditionally focused on legacy programs based on fuel excise taxes. The federal excise tax on gasoline and diesel is 18.4 and 24.4 cents per gallon of fuel sold, respectively. Federal funds are deposited into the State Highway Account to be distributed to projects as part of the Federal and State Transportation Improvement Programs (FTIP & STIP) relating to four general categories: federal highway projects, federal bridge projects, federal safety projects and congestion management and air quality. The County currently receives approximately \$1.8 million per year to maintain the federally eligible road network in addition to bridge funds through the Highway Bridge Retrofit and Replacement (HBRR) program.

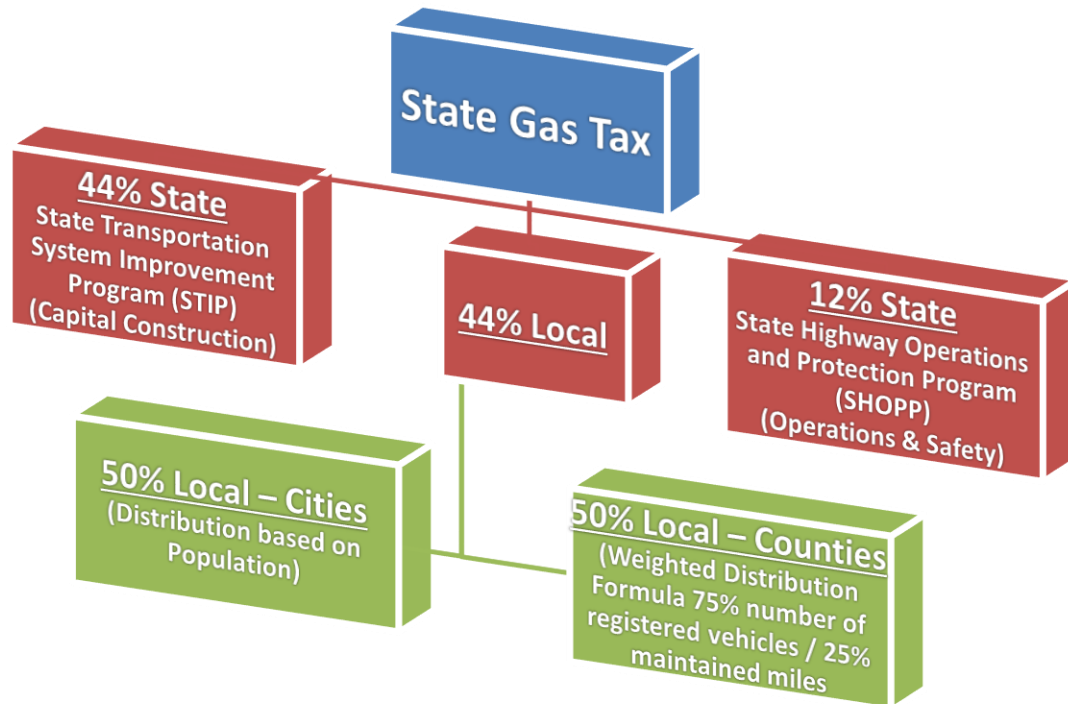
State Funding

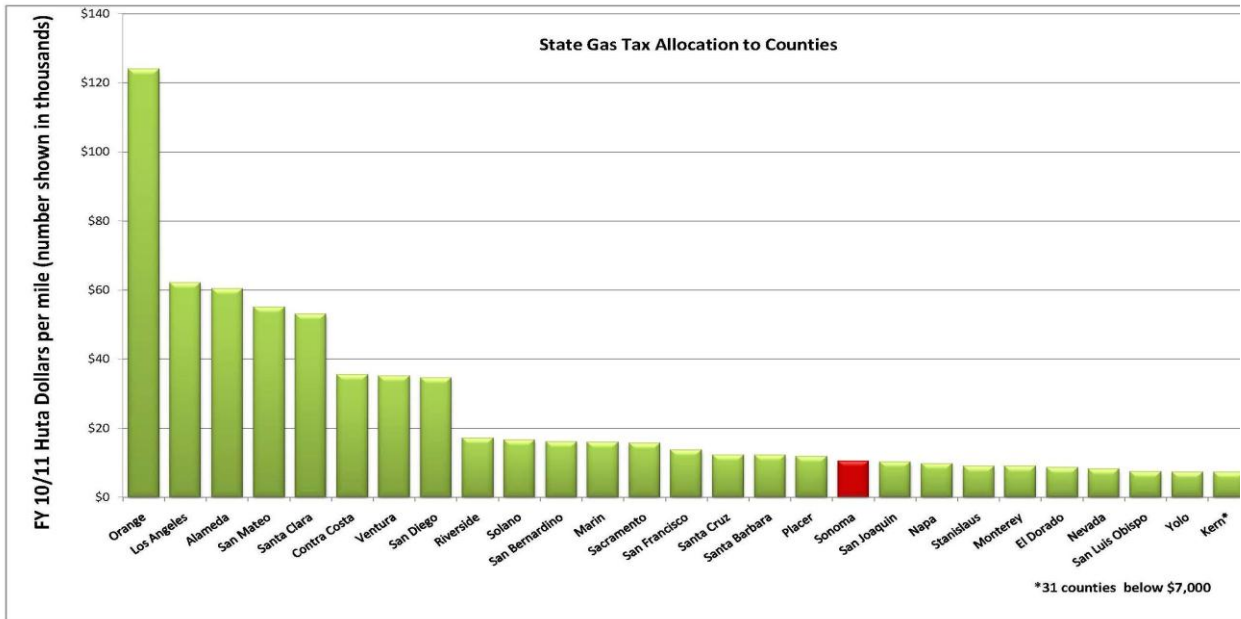
The State of California has utilized a combination of funding sources to help local agencies finance road repairs, such as taxes, fees and bonds. Similar to the federal government, California imposes an excise tax on fuels of 18 cents per gallon. Approximately 44% stays in the State Highway Account to supplement federal funds through the STIP, 12% is dedicated to the State Highway Operations and Protection Program (SHOPP) and the remaining 44% is provided to local jurisdictions based on formula.

California Gasoline Taxes

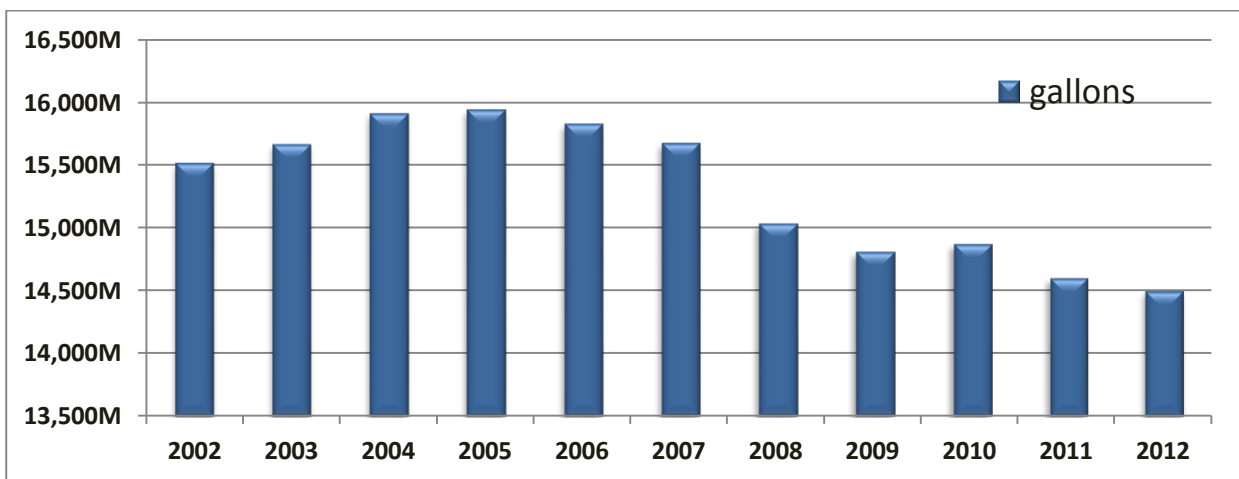


State Gas Tax Distribution





The County receives approximately \$12.7 million per year in state fuel tax funds, which is among the lowest in the State considering the number of road miles within the maintained system. As clearly shown in the figure above, the eight most populace counties receive approximately 47% of the total State fuel tax despite having only 12% of the total statewide roads. As an example, Orange County receives \$45 million per year and has only 309 miles of road. Additionally, due to heavy swings in the price of gasoline and shifting trends toward alternative fuel vehicles, it is becoming more difficult to predict and budget into the future. The figure below demonstrates the shift downward in millions of gallons sold between 2002 and 2012 exacerbating the uncertain future of this critical road funding.



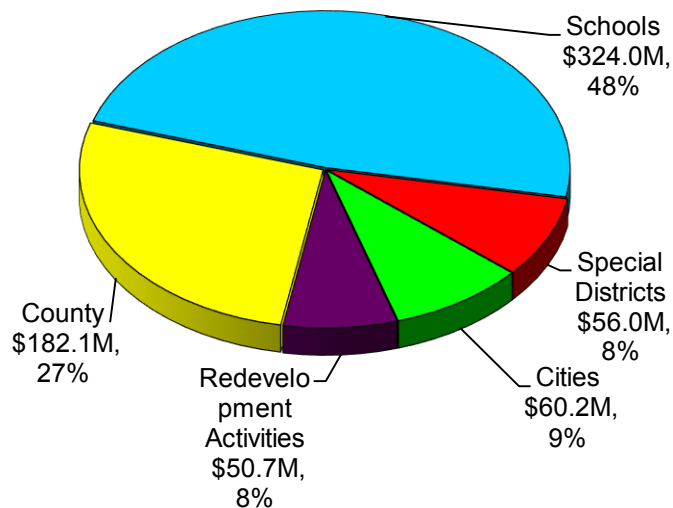
Local Funds

In 2004, Sonoma County voters approved Regional Measure M, a ¼ cent sales tax focused on transportation projects including approximately 20% set aside for local road rehabilitation projects. Measure M local road funds are distributed via a 50% road mile and 50% population formula. This results in an annual allocation to Sonoma County of approximately \$1.7 million.

The Board of Supervisors has historically dedicated some General Funds to annual road maintenance. Over the past few years, this contribution has been \$5.3 million; however, this is down from \$7.8 million in 2008, which is less than 25% of the maintenance budget. This is still a fraction of the historical funding from two decades ago, where the Board contributed approximately 50% of the maintenance budget from the General Fund. In fiscal years 12-13 and 14-15, the Board demonstrated their commitment to addressing the road issue by dedicating \$8 million for each of the two years.

It is a common misconception that property taxes support local infrastructure, such as roads and bridges. In fact, the majority, roughly half, of property tax revenues go to schools with approximately 27% coming to the County.

WHERE DOES YOUR PROPERTY TAX



The County also receives a portion of the General Fund Franchise Fee from the County's waste hauler to compensate for the accelerated degradation of the roads resulting from the heavy vehicle use. In 2012, the Board of Supervisors agreed to focus these funds to maintain the federally eligible road network.

FY 13-14 Pavement Preservation Funds

Corrective Maintenance Operations

- State Gas Tax - 39.5¢/gallon \$12.7M
- Measure M Maintenance \$1.7M
- Annual General Fund \$5.3M
- \$19.7M

Pavement Preservation

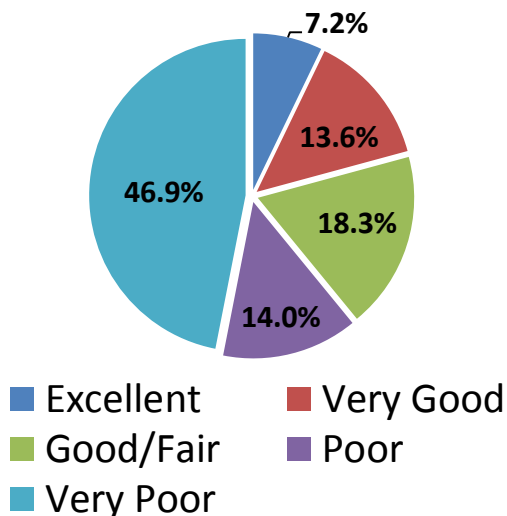
- Federal Gas Tax - 18.4¢/gallon \$1.65M/year
(latest 3-year cycle)
- General Fund Franchise Fees \$2.2M/year
- One-Time General Funds \$8M/year
(last 2 years - future funds uncertain)
- \$11.85M/year

2013 Pavement Management Program

Current Conditions

To establish a commonly understood baseline of the current County road network, the County hired Harris and Associates (Harris) to field survey and verify the condition of all roads in the County. These surveys have been traditionally occurred on a four year cycle, where all arterials and major collectors are surveyed every other year and where minor collectors and local roads are surveyed on a quadrant basis every four years. To ensure that the current effort was comprehensive and current, Harris was contracted to survey the entire network over an 18 month period. The table below summarizes the results of that work:

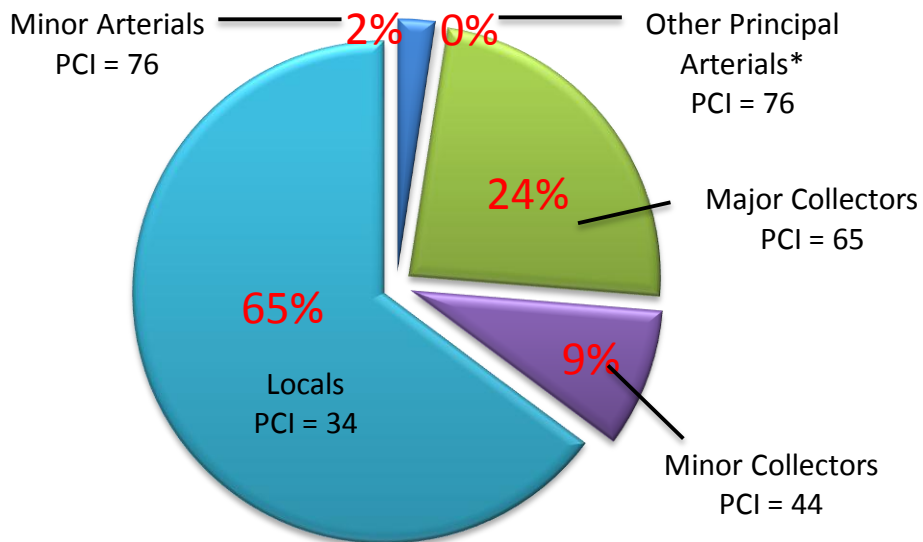
Network Pavement Condition



Condition	PCI Range	Total
Excellent	90-100	7.2%
Very Good	70-89	13.6%
Good/Fair	50-69	18.3%
Poor	25-49	14.0%
Very Poor	0-24	46.9%

Funding Eligibility	ROAD TYPE (Functional Classification)	Road Miles	% of Total Road Miles	Pavement Condition
Federally Eligible	Arterial	32	2%	76 – Very Good
	Other Principle Arterials	2	<1%	62 – Good
	Major Collectors	326	24%	65 – Good
Non-Federally Eligible	Minor Collector	122	9%	44 - Poor
	Local	888	65%	34 - Poor
Total		1370	100%	46 - Poor

This created a clear snapshot of the County’s network and provided comprehensive platform for Harris to develop long-term funding scenarios.



XX% = Percent of the total network
 PCI = Pavement Condition Index

- Minor Arterial
- Major Collector
- Local
- Other Principal Arterials*
- Minor Collector

* Other Principal Arterials are less than 1% of the total road network and does not appear on chart. PCI = 62

In addition to current road condition, staff and the Ad Hoc committee evaluated and discussed road volumes and average daily traffic to help define what roads should be given highest priority in the Long-Term Plan. Recognizing that staff has not collected counts on every street, data collected over the past decade was used to provide the broadest information possible. The table below provides average system wide Average Daily Traffic data for each roadway classification.

Classification	Average Daily Traffic
Minor Arterial	6601
Other Principal Arterial	6898
Major Collector	3705
Minor Collector	821
Local	779

Investment and Repair Backlog

Harris used the StreetSaver® program to analyze the existing backlog in investments and repairs throughout the roads network. StreetSaver® is an Metropolitan Transportation Commission (MTC) managed program which all local agencies in the Bay Area use to help identify maintenance needs and to develop a cost effective pavement capital program, to address those needs. The program inputs consist of the Length, Width, Surface Type, Functional Classification and Current Pavement Condition for each road. The program then applies a complex model to predict how each road will deteriorate over time, when and what type of pavement maintenance or repair treatment is appropriate and the cost of the treatment. The software focuses on providing cost effective recommendations that enhance the overall system Pavement Condition Index (PCI). In general, asphalt pavement deteriorates over time by both traffic loading and weathering. It recommends that 20% of the budget be put to preventative maintenance treatments such as slurry seas or crack seal for a 10 year program and 38% for a 20 year program. The remaining budget is programmed for more expensive asphalt overlays and reconstruction.

The inputs and decision tree in Streetsaver® were reviewed and updated to reflect proper roadway classifications, realistic and regionally appropriate pavement treatments, current unit prices based on recent contracts in our area and more reasonable and achievable treatment frequencies. With all this work that has been completed staff is now very confident that the results presented in this new report show more of a true picture of the funding that will be required to upgrade the County road system and preserve this very important public asset.

The results of this survey conclude that the County’s overall network has a pavement condition index (PCI) of 46 or “Poor,” this is a 3 point increase from the prior survey completed in 2011. The positive news is that our regionally significant road network is in generally good condition with an average PCI of 76, it is the minor collectors and local roads that are in generally poor to very poor shape.

The data used account for what is realistic and regionally appropriate to the types of roads in Sonoma County, recent bid estimates, and that the predicted frequency of maintenance treatments is reasonably achievable. The output from the model can then predict the total value of the maintenance and repair backlog at a given intervals of time, such as today, in 10 years, or in 20 years. StreetSaver® can also be used to run various “budget scenarios” for pavement condition. For example how much investment is needed on an annual basis over a specified period of time to have a network pavement condition that is good, or very good, as well as “budget constrained” scenarios to show what improvements can be made with limited resources.

Using StreetSaver®, Harris analyzed over a dozen scenarios, with varying levels of financial commitment, and target pavement condition or combination of those two criteria. Based on this analysis, the estimate of the current backlog for the County Road network is \$268 million dollars. This number will continue to grow without significant investment. The complete consultant report of on the pavement condition survey and analysis is on file with the clerk.

The Budget Needs Average analysis projects the total budget needed to bring the County’s pavement system to a condition where most pavement sections require only minor preventative maintenance. It is defined as the cumulative budget need identified for a specified target pavement condition divided by the number of years in the analysis. The software analyzes each pavement section and picks specific maintenance practices to maximize the improvement of the entire pavement system. Maintenance treatments are allocated to as many roads as the annual budget will allow. The budget scenarios tested were calculated utilizing a 20% and 38% fixed preventative maintenance for the 10 and 20 years funding scenarios, respectively, split with 3% interest and 3% inflation values built in to the calculations.

Five budget scenarios were analyzed as part of the primary report, while twelve (12) additional scenarios were added as an addendum. The key scenarios are highlighted below and briefly described in the 2014 Pavement Program Harris Report Summary.

	10-Year Horizon Scenario Name	10 Year Budget	Rough Annual Budget	2023 PCI	2023 Deferred Maintenance
1	Expected Annual Budget I	\$22.0M	\$2.2M	26 (-20)	\$636M
4a	Maintain PCI of 46	\$195M	\$19.5M	46 (+0)	\$522M
5	Increase PCI 5 Points	\$240M	\$24.0M	51 (+5)	\$506M
6	Budget Needs Average I	\$620M	\$62.0M	75 (+29)	\$138M

	20-Year Horizon Scenario Name	20 Year Budget	Rough Annual Budget	2033 PCI	2033 Deferred Maintenance
2	Expected Annual Budget II	\$80.0M	\$4.0M	18 (-28)	\$1,129M
3	Maintain 2013 Funding	\$240M	\$12.0M	31 (-15)	\$953M
4b	Maintain PCI of 46	\$430M	\$21.5M	46 (+0)	\$760M
7	Budget Needs Average II	\$954M	\$47.7M	68 (+22)	\$268M

Deferred maintenance costs increase between the 10 and 20 year scenarios as due to continued cost increases over time of the backlogged rehabilitation in combination with the increasing amount of routine maintenance needs to keep the “Good” roads in “Good” condition.

Two other key scenarios were run relating to the value, scope and breadth of a potential sales tax measure.

8. One-Quarter (¼) Cent Sales Tax – Current Funding plus Sales Tax Revenue I

Based on sales tax data from FY 12/13, it is estimated that the County would receive approximately \$8 million from a regional ¼ cent sales tax if the countywide funding split were on a 50% population and 50% road miles formula. In combination with the “Maintain 2013 Funding”

scenario of \$12 million, this scenario will mirror the system wide benefits provided in the “Status Quo” scenario and allow the County maintain a PCI of 46. This will allow for improvements to some of the non-federally eligible network of minor collectors and local roads, resulting in individual road repairs rather than system wide improvements.

9. One-Half (½) Cent Sales Tax – Current Funding plus Sales Tax Revenue II

A half-cent regional sales tax would generate approximately \$16 million per year (FY 12/13 data) assuming a formula consisting of 50% population and 50% road miles. This additional \$8 million added to the “¼ Cent Sales Tax” scenario for a total annual investment of \$28 million, would result in the County beginning to see more comprehensive system improvements. The various scenarios have demonstrated that an investment of \$24 million annually will result in a system wide increase in PCI of 5 points. It can be inferred from the data ranges of other scenarios that an investment of \$28 million per year could result in an approximate 10 point increase in the system wide PCI.

Long Term Road Plan

To develop its Long-Term Road Plan and recommendations, the Ad Hoc evaluated the 2013 Pavement Management Program analysis to gain a common understanding of the current roads network, assess the existing backlog of needed repairs and investment, set a Long-Term goal for the network in total and then develop an approach to help guide investment within that network as well as track progress in PCI improvement. In addition, the Ad-Hoc explored financial needs and options for achieving the recommended Long-Term goal.

The Ad-Hoc conducted extensive community outreach in developing the Long-Term Road Plan. Supervisors McGuire and Rabbitt have each individually hosted town hall meetings in partnership with local stakeholder and community groups, presented information to and solicited feedback from local service groups and associations, and held numerous meetings with residents and local stakeholder groups. In addition, County staff has conducted community sentiment surveys, which indicate roads and transportation infrastructure continue to be a high priority for the community, have met with local jurisdictions, and collected additional input through the Ad-Hoc’s work.

The Ad Hoc’s recommended plan continues the County’s focus on creating a well maintained road network that supports economic development, agriculture, recreation and tourism. The Ad-Hoc’s plan also seeks to maximize and leverage federal dollars and continues to seek new revenue sources as well as legislative changes to create more favorable allocation.

Because the total County road network is so extensive, the Ad-Hoc established multiple “tiers” within the network to help identify and understand use, guide investments, and better track progress in PCI improvement over time. The “tiers” are: Tier 1: The Federally Eligible Network; Tier 2: Significant Rural Road Network; Tier 3: Local Communities; and Tier 4: Remaining Local Roads. Maps showing the roads in each of the top 3 Tiers are included as attachments.

Tier 1: The Federally Eligible Network – This Tier consists of all of the Roads in the County that are classified as either Arterials or Major Collectors (Federally Eligible Roads map attached). There are 350 miles (25% of total network) of Tier 1 roads throughout the County. These roads are on the average in good or very good condition. Most importantly these roads are eligible for federal road funding, in other words these are the roads where the County can maximize its ability to leverage local dollars.

Tier 2: Significant Rural Road Network – This Tier consists of all of the roads classified as Minor Collector roads and a strategic selection of Local roads that are significant to the economic vitality of Sonoma County because they tie rural communities together or provide access to agricultural, tourism, and recreation opportunities, shown in the attached map titled “Significant Rural Roads.” There are approximately 220 miles of roads (16% of total network) in this Tier and they are in generally poor condition with an average PCI of 44.

Tier 3: Local Communities – This Tier consists of roads classified as Local. They are in areas around population centers, townships and neighborhoods as shown on the map titled “County Long Term Pavement Management Program Strategy.” Examples include such areas as: Graton, Penngrove, The Springs, Geyserville, Larkfield, Southwest Santa Rosa, etc. This Tier consists of approximately 250 miles (18% of total network) of the remaining local roads, and are in generally poor condition.

Tier 4: Remaining Local Roads – This Tier as the name implies consist of the remainder of the Local classification of roads. These roads would generally be in more rural areas, may often be dead end roads and generally serve relatively few residents. This Tier consists of approximately 560 (41% of the total network) of the local roads in the County network.

Based on modeling through StreetSaver®, achieving a “Very Good” PCI rating for all roads is financially unrealistic; however, by using these tiers, the Long-Term Road Plan makes significant progress in improving the County’s road network. Specifically, the plan recommends bringing up and maintaining the Tier 1 Federally Eligible and Tier 2 Significant Rural Roads in “Good” PCI condition, (PCI of 60 or better). The Report recommends improving approximately one half of the Tier 3 roads to a “Good” or better condition within 10 years and then to continue work within this Tier on an ongoing basis, gradually improving the remaining 50% of Tier 3 roads over time. Tier 4 roads would be addressed as funding is available or when emergency repairs are needed.

Based on the Long-Term Roads Plan, the County would improve approximately 700 miles of the County road network during the next ten years. In total, over 50% of the road network would achieve “Good” PCI ratings or better, compared to the 26% that are “Good” today. Moreover, this would establish a “Good” PCI rating for the roads most frequented and important to economic development, agriculture, recreation, and tourism.

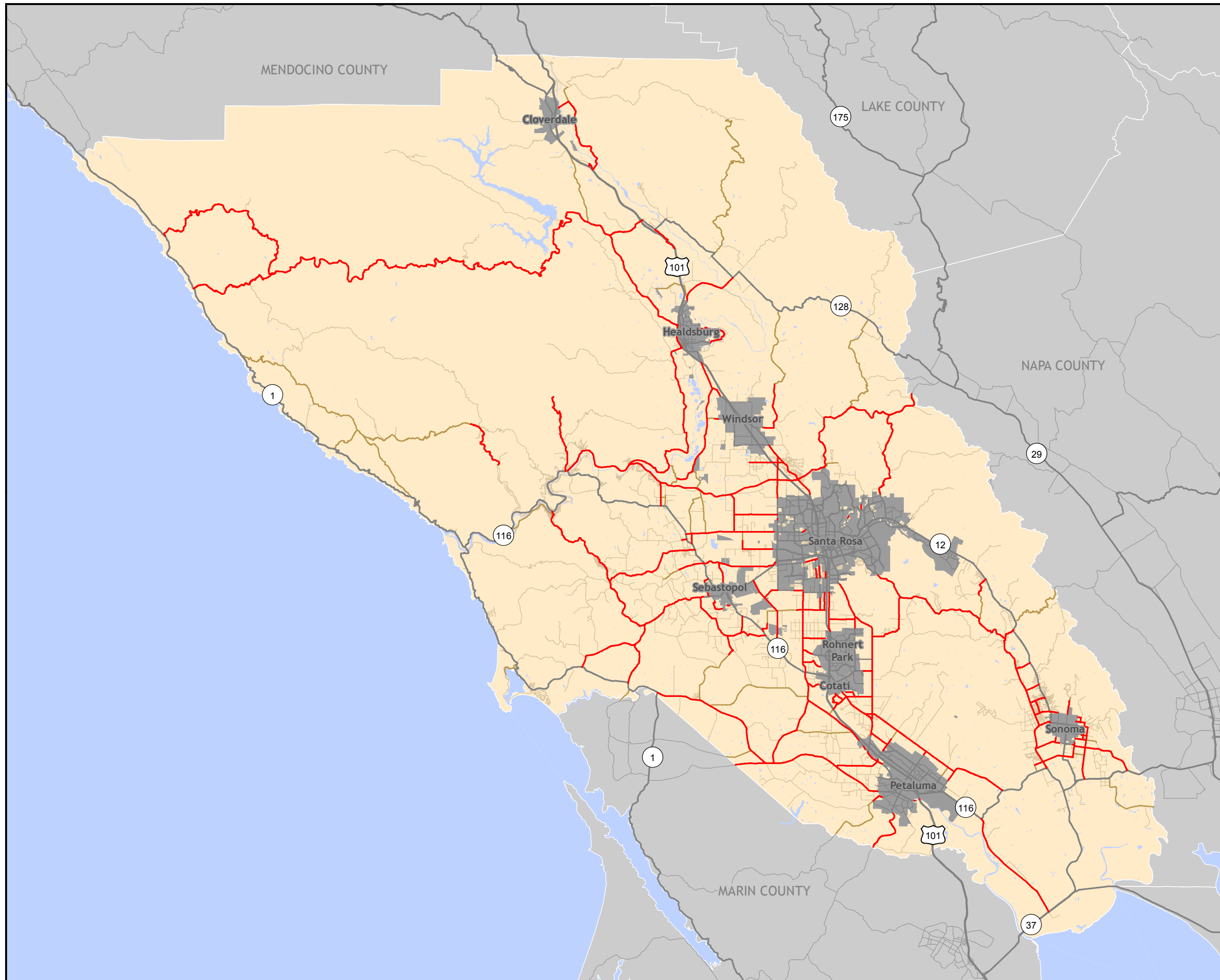
Both County staff and Harris believe that to implement this plan, the County will need to invest an average of approximately \$20 million annually over the 10 year period. To achieve this level of funding, the Long-Term Road Plan includes the continuation of existing support through the County General Fund and other local sources; however, even with this level of ongoing

investment, the County will need to seek additional revenue to achieve the estimated \$20 million needed. Based on that the Ad-Hoc believes the County should move forward with a local revenue measure to help finance the Long-Term Road Plan.

Conclusion

The County road network is a vital asset to the community. It provides access to homes and business, connectivity between communities, opportunities and connections for recreating and a critical component of public safety. Maintaining these assets in good condition should be a high priority for every public agency including Sonoma County. With the current state of the County road network being listed in “Poor” condition with a average pavement condition index of 46, it is important for the County to develop a long-term strategy to both improve the overall condition of the network and have a program of ongoing maintenance to ensure that the investments being made to get the roads into “Good” condition are kept in “Good” condition.

The study conducted by Harris provided valuable information and data for the Ad Hoc and staff to develop a Long-Term Road Plan that both focuses on the community connections, roads providing access to economic and recreational destinations in addition to key local roads in the neighborhoods and townships. While the proposed Plan does not accomplish addressing all roads, it makes significant strides at improving roads throughout all sectors of the County.



Federally Eligible Roads

Pavement Improvement Plan
 Transportation and Public Works
 County of Sonoma

Federally Eligible Road

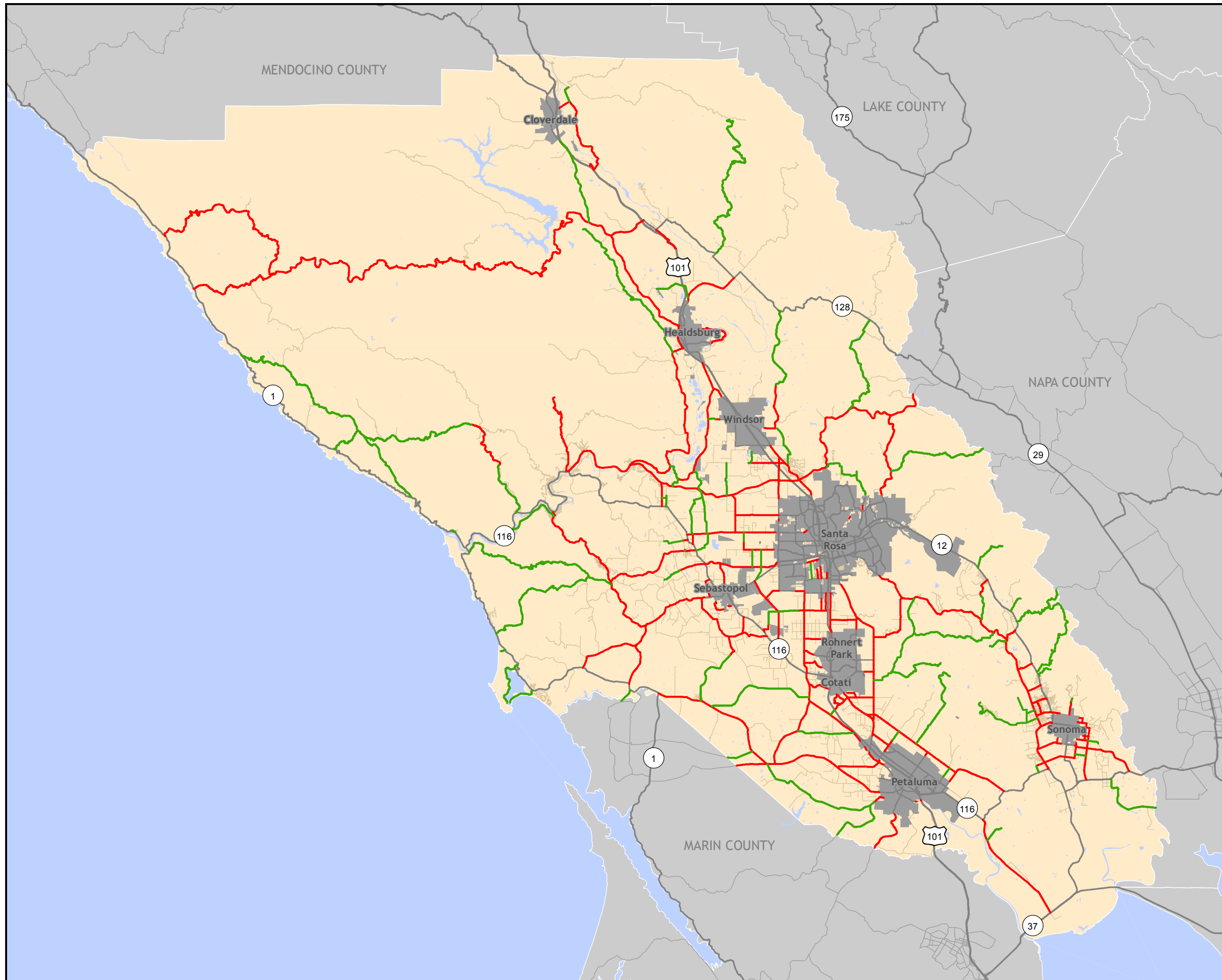


City Limit



0 5 10 Miles

Public Works, County of Sonoma
 Date: 5/19/2014



Significant Rural Roads

Pavement Improvement Plan
 Transportation and Public Works
 County of Sonoma

Federally Eligible Roads



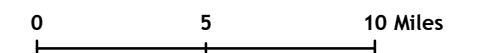
Minor Collectors and Other Significant Rural Roads

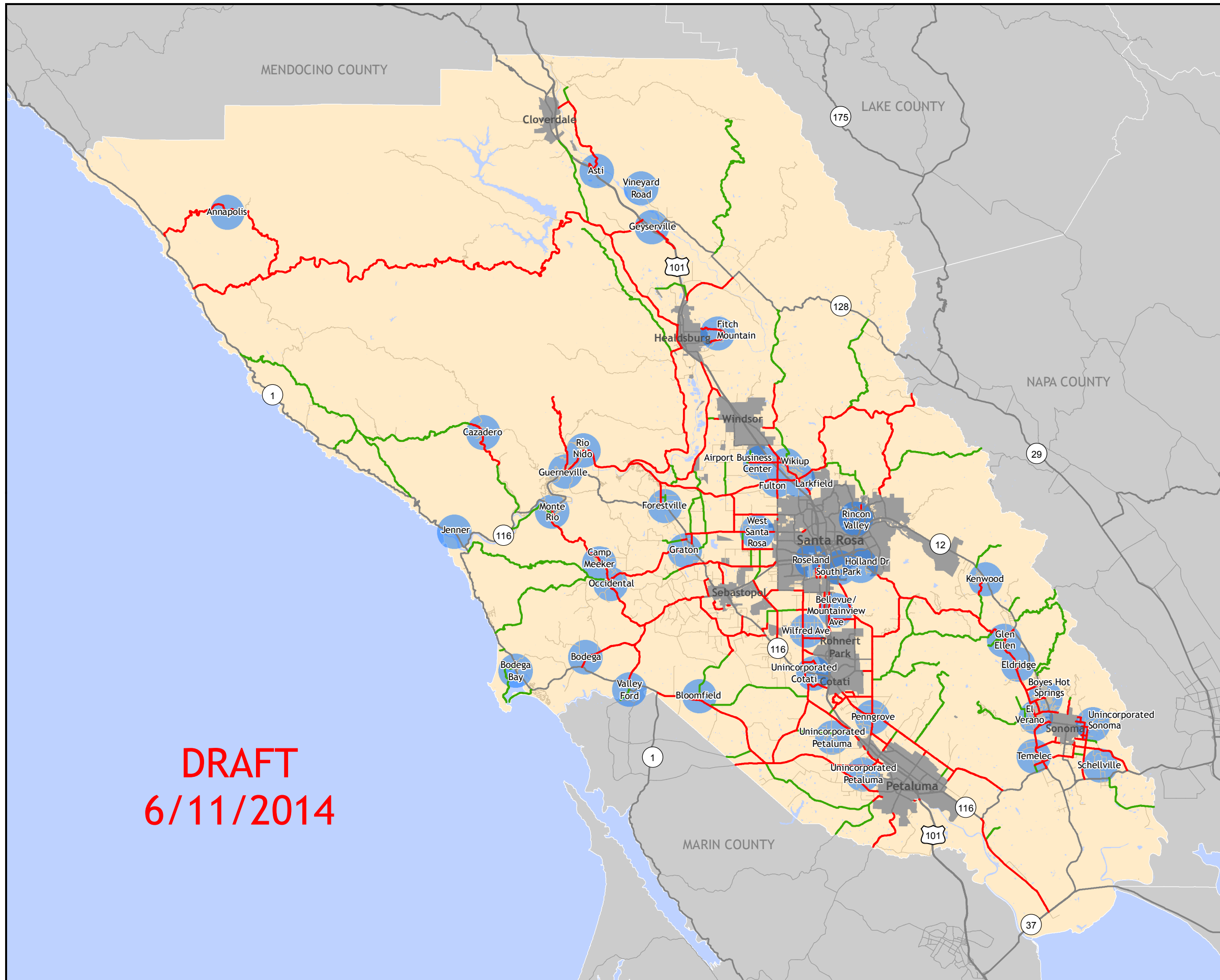


Other Local Roads



City Limit





DRAFT
6/11/2014

County Long Term Pavement Management Program Strategy

Transportation and Public Works
County of Sonoma

- Tier 1**
Federally Eligible Network
- Tier 2**
Significant Rural Road Network
- Tier 3**
Priority Unincorporated Communities

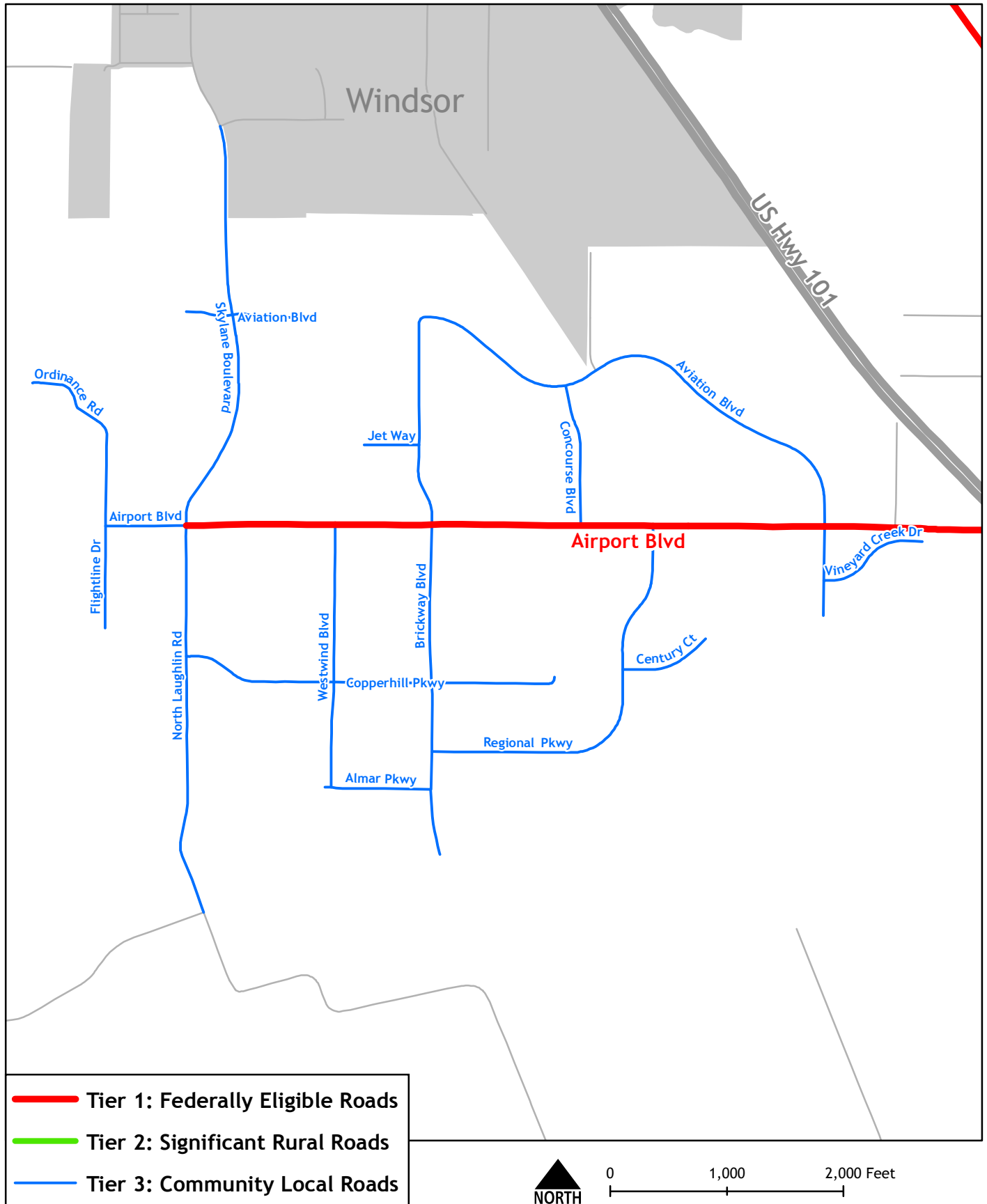


City Limits



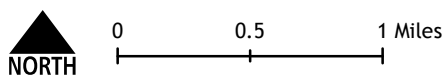
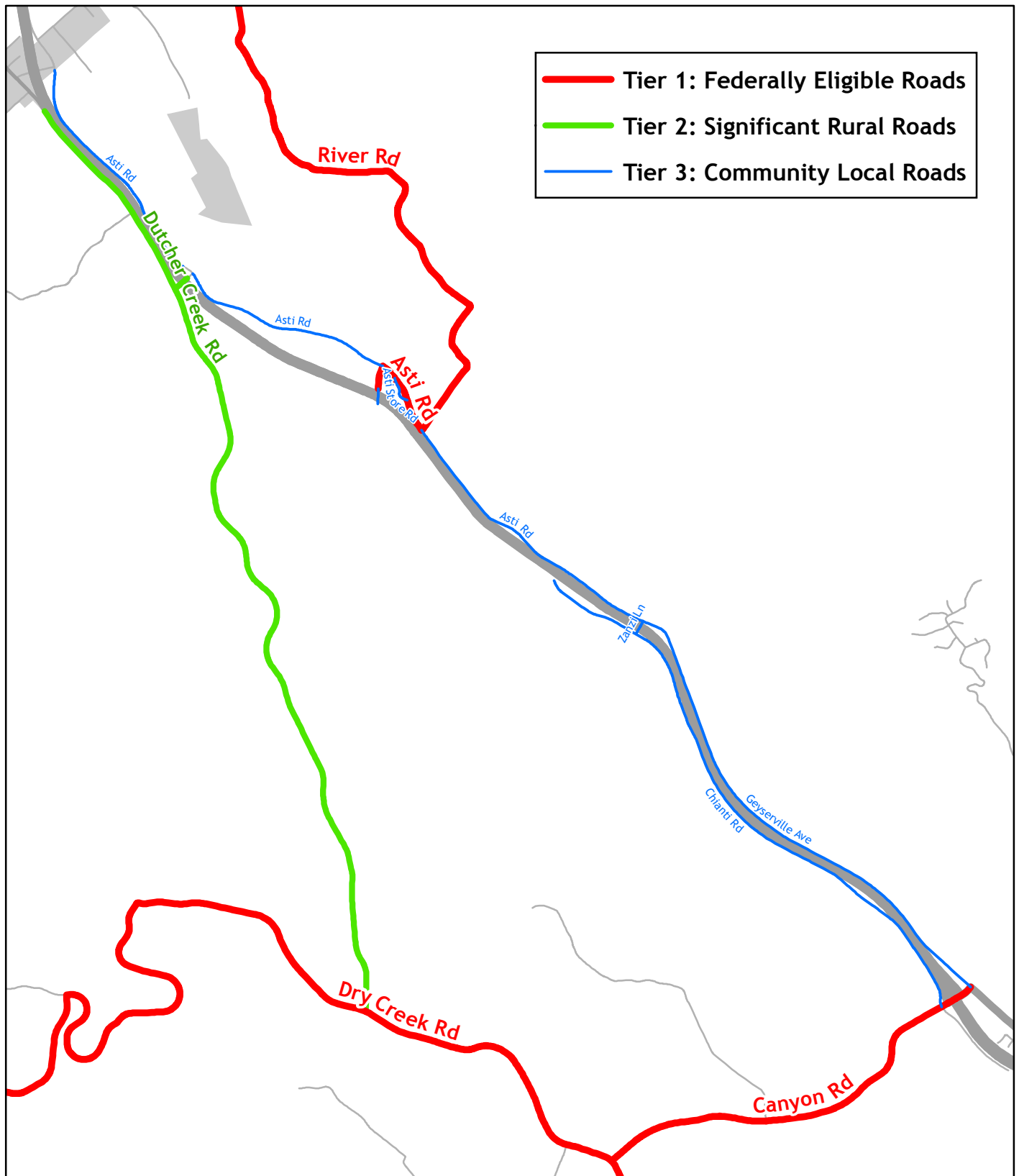
Pavement Improvement Plan

Airport Business Center



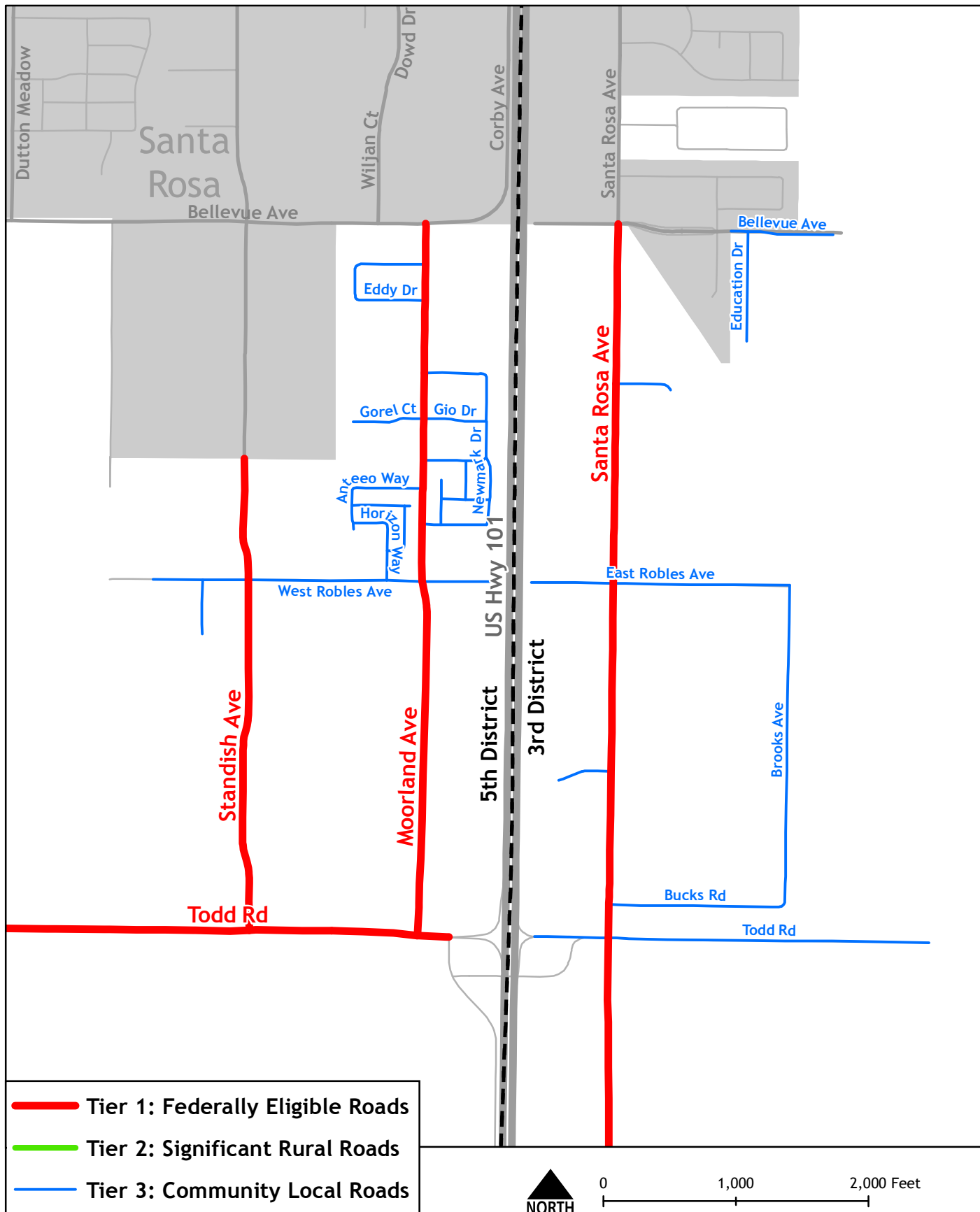
Pavement Improvement Plan

Asti Area



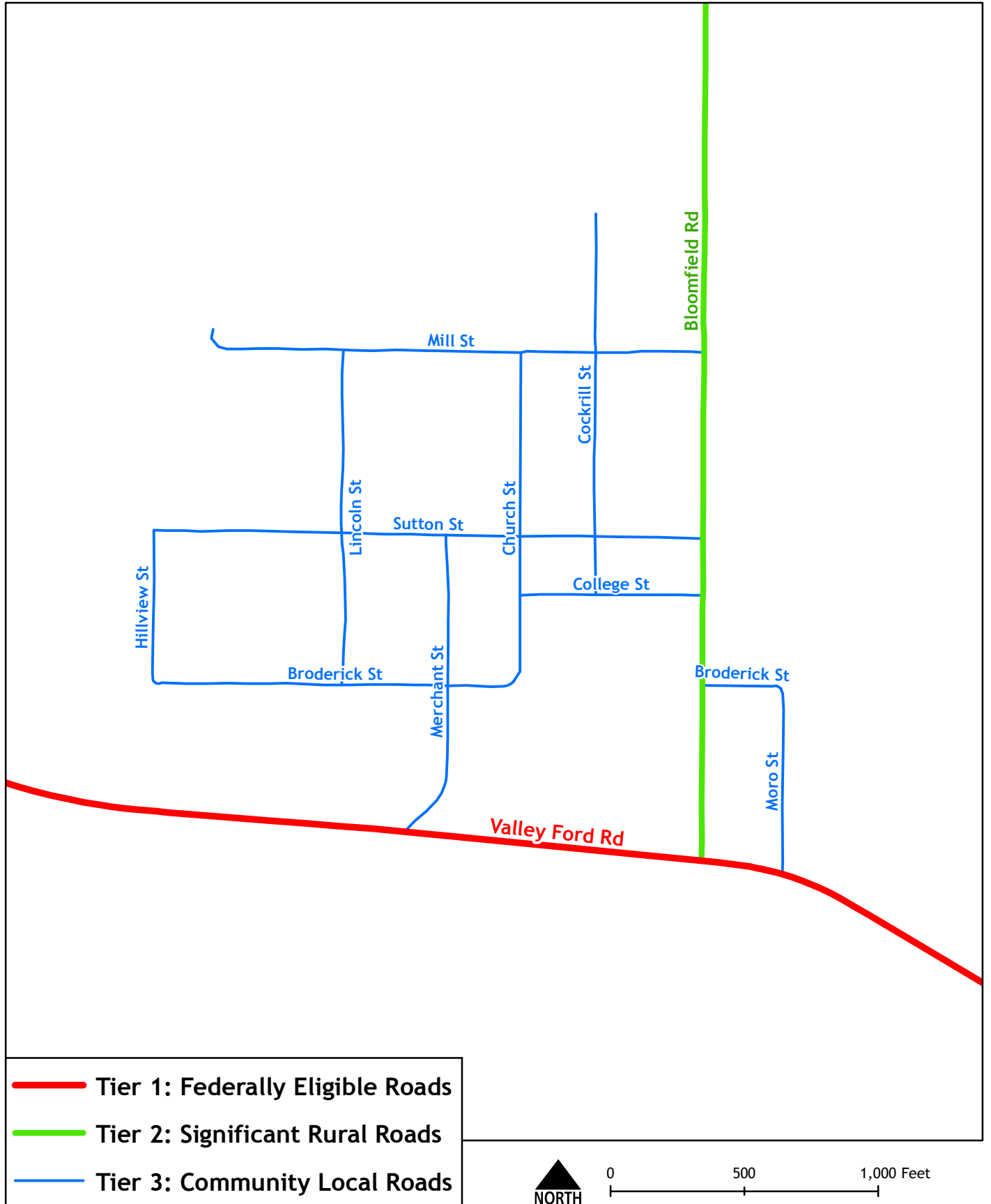
Pavement Improvement Plan

Bellevue



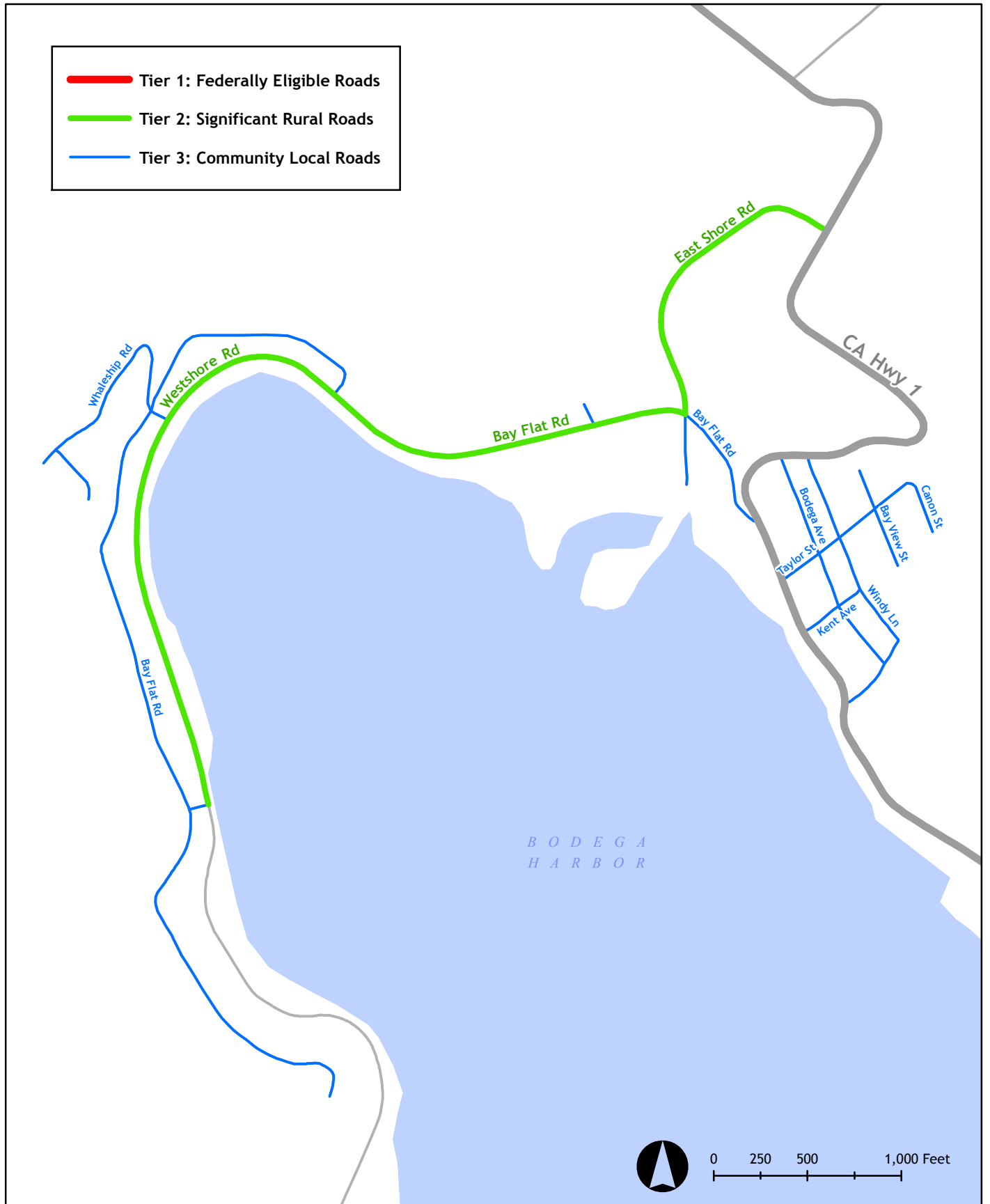
Pavement Improvement Plan

Bloomfield



Pavement Improvement Plan

Bodega Harbor



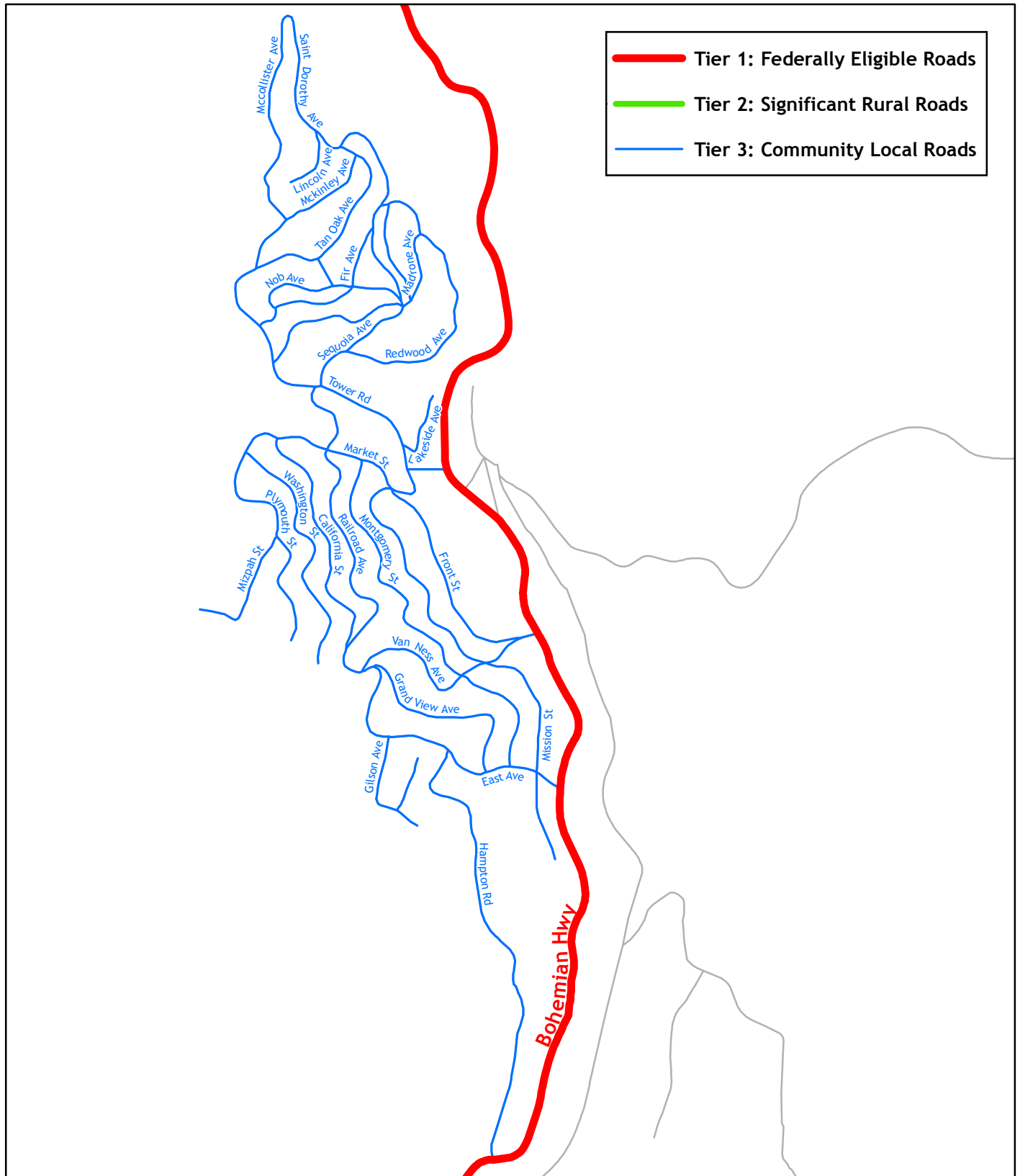
Pavement Improvement Plan

Town of Bodega



Pavement Improvement Plan

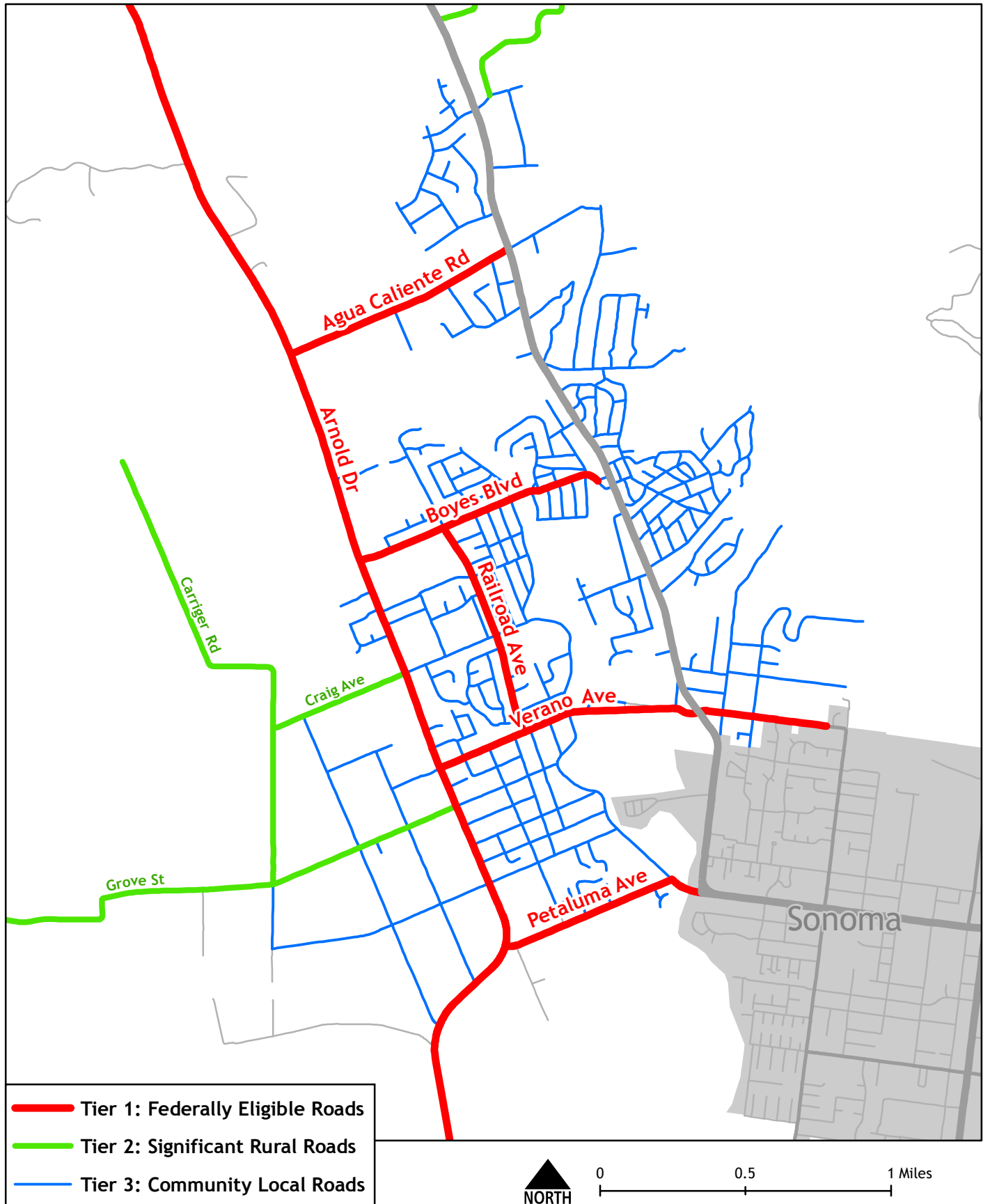
Camp Meeker



0 1,000 2,000 Feet

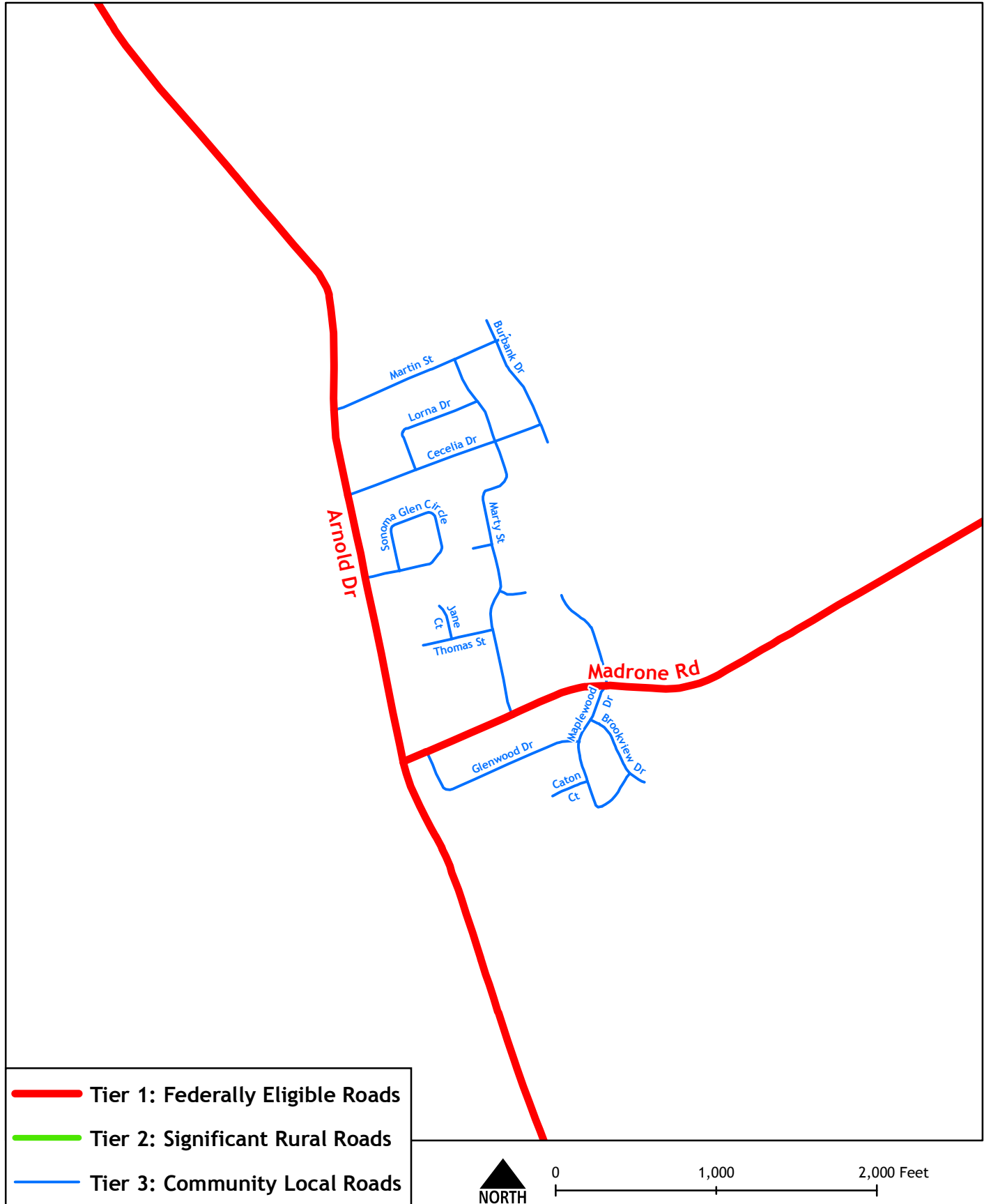
Pavement Improvement Plan

El Verano / Boyes Hot Springs / Agua Caliente



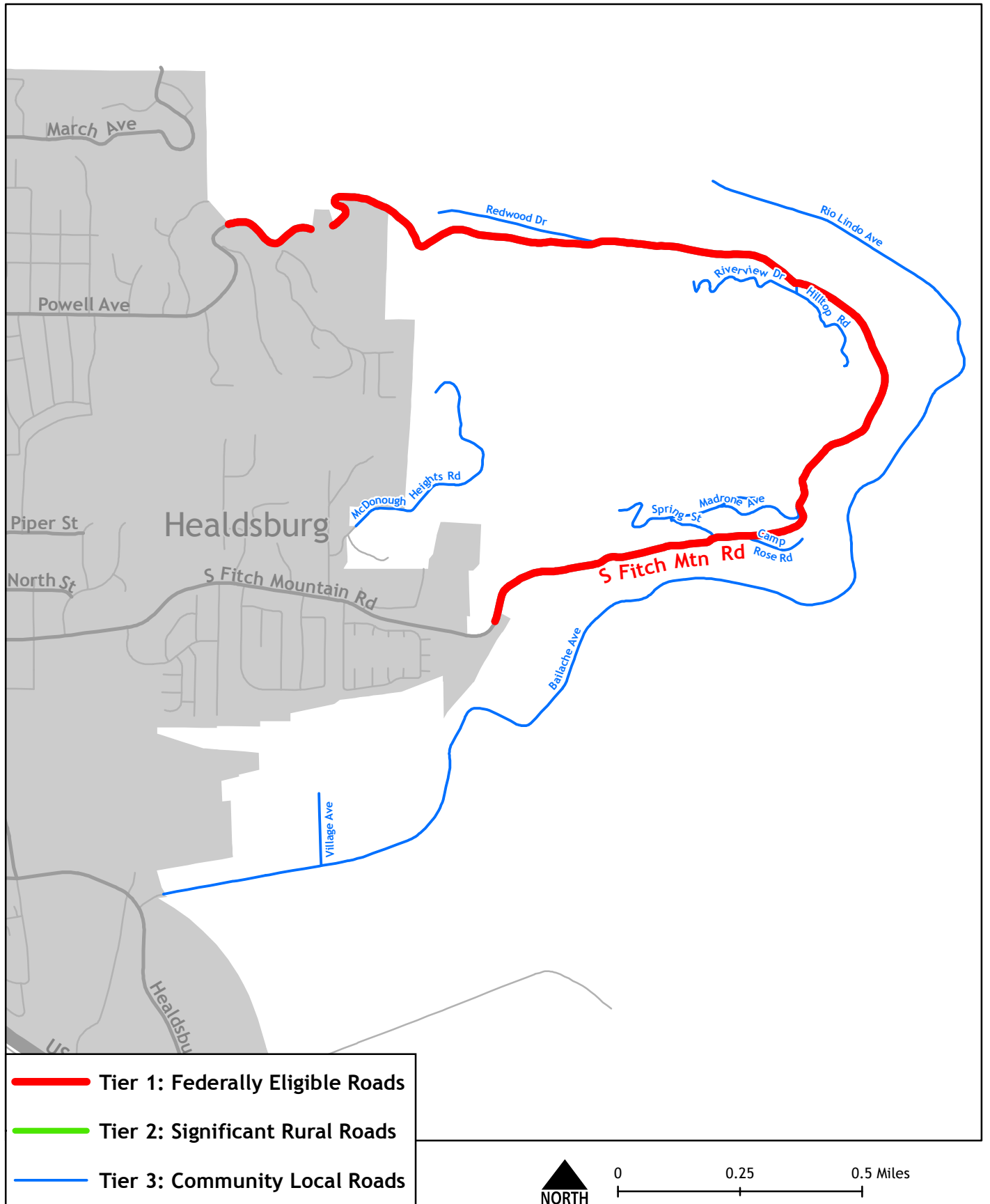
Pavement Improvement Plan

Eldridge Subdivisions



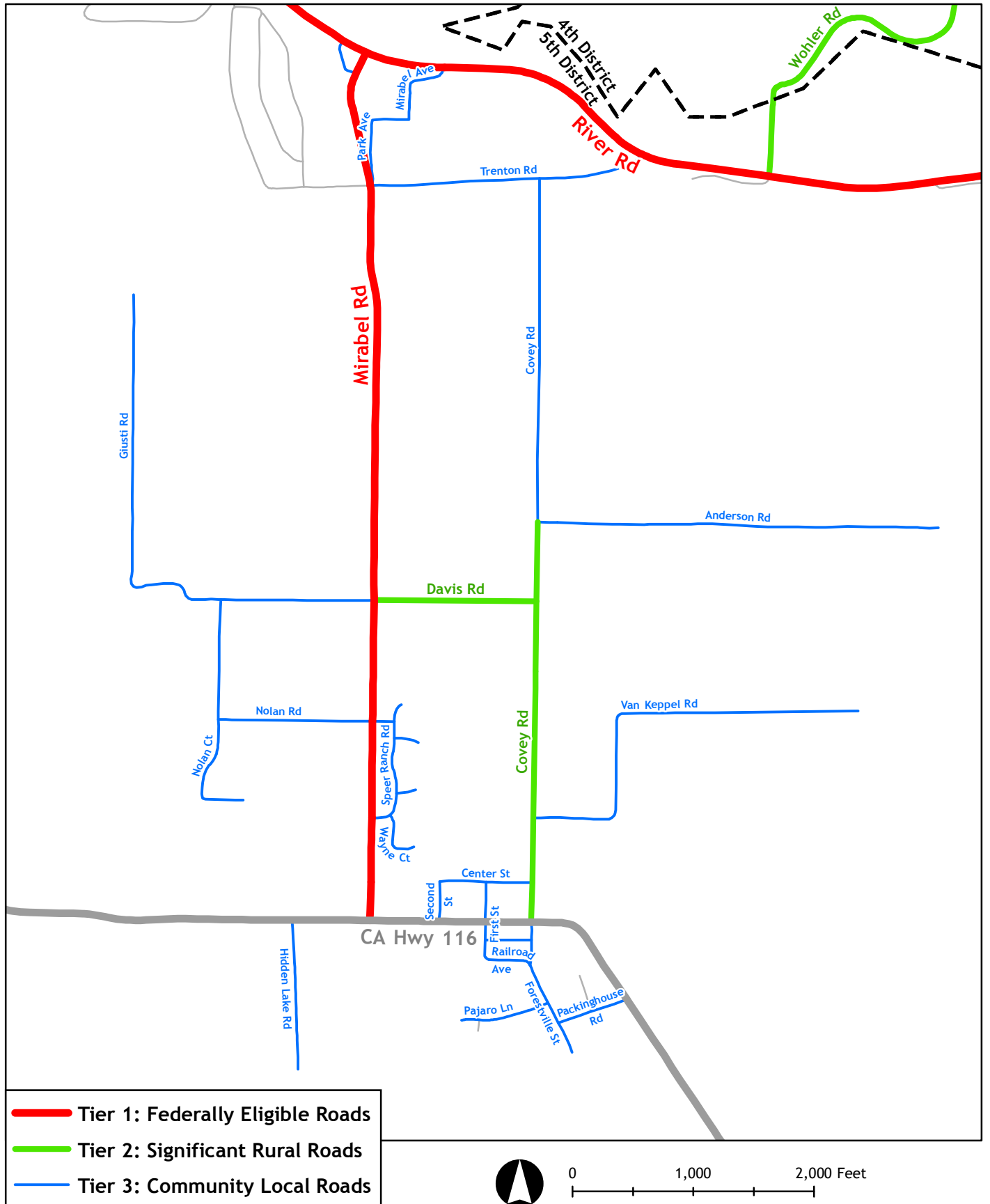
Pavement Improvement Plan

Fitch Mountain



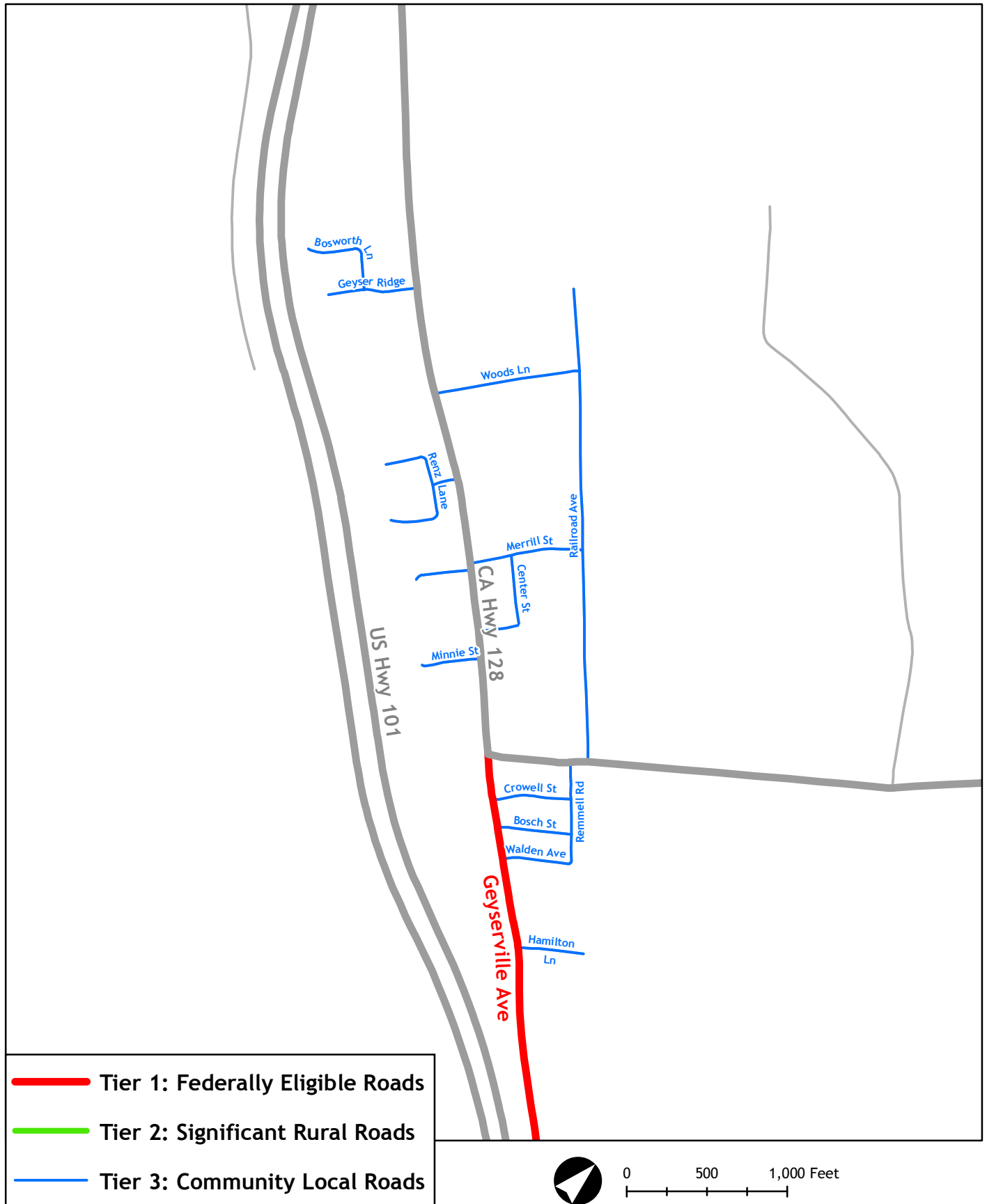
Pavement Improvement Plan

Forestville Area



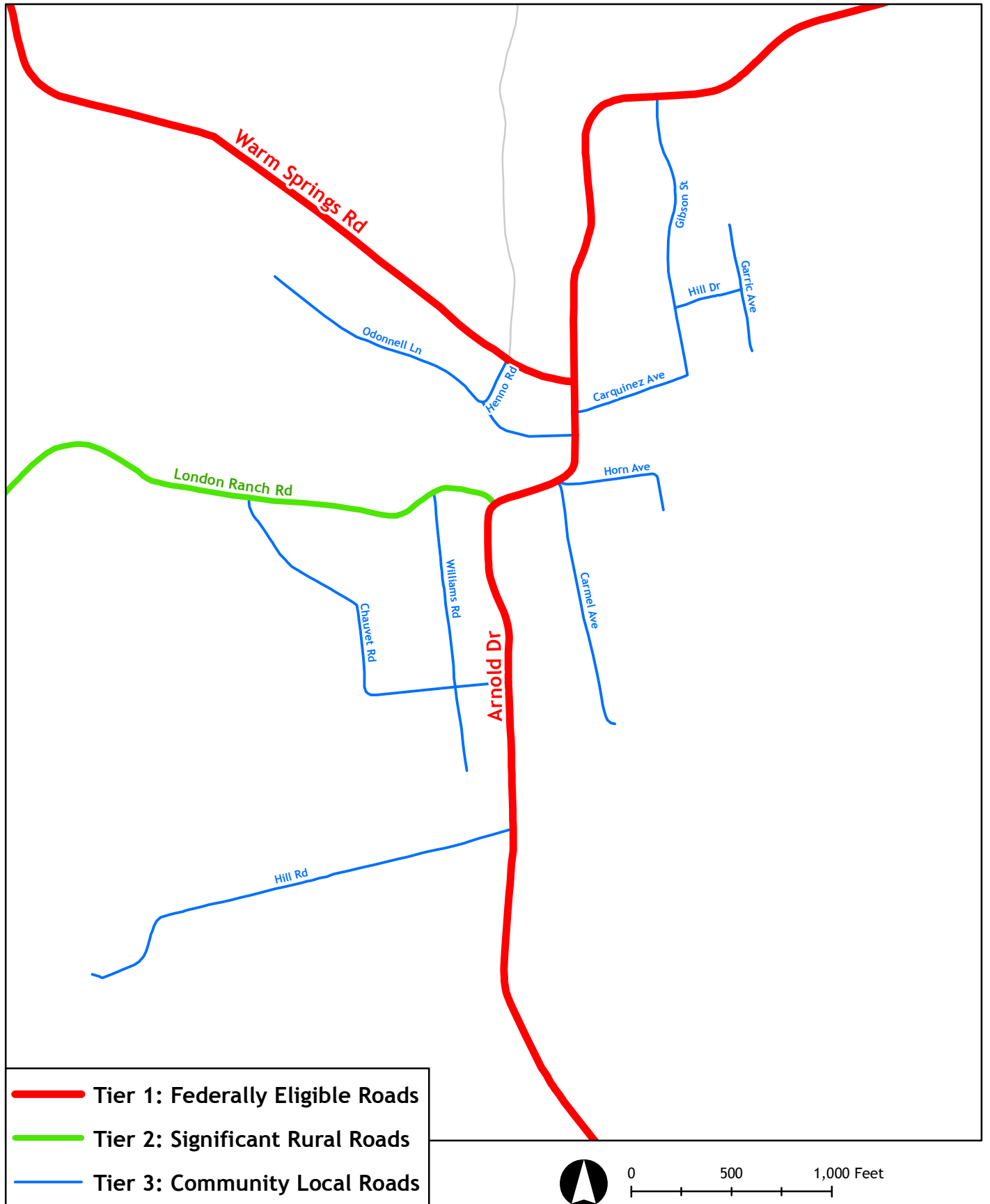
Pavement Improvement Plan

Geyserville



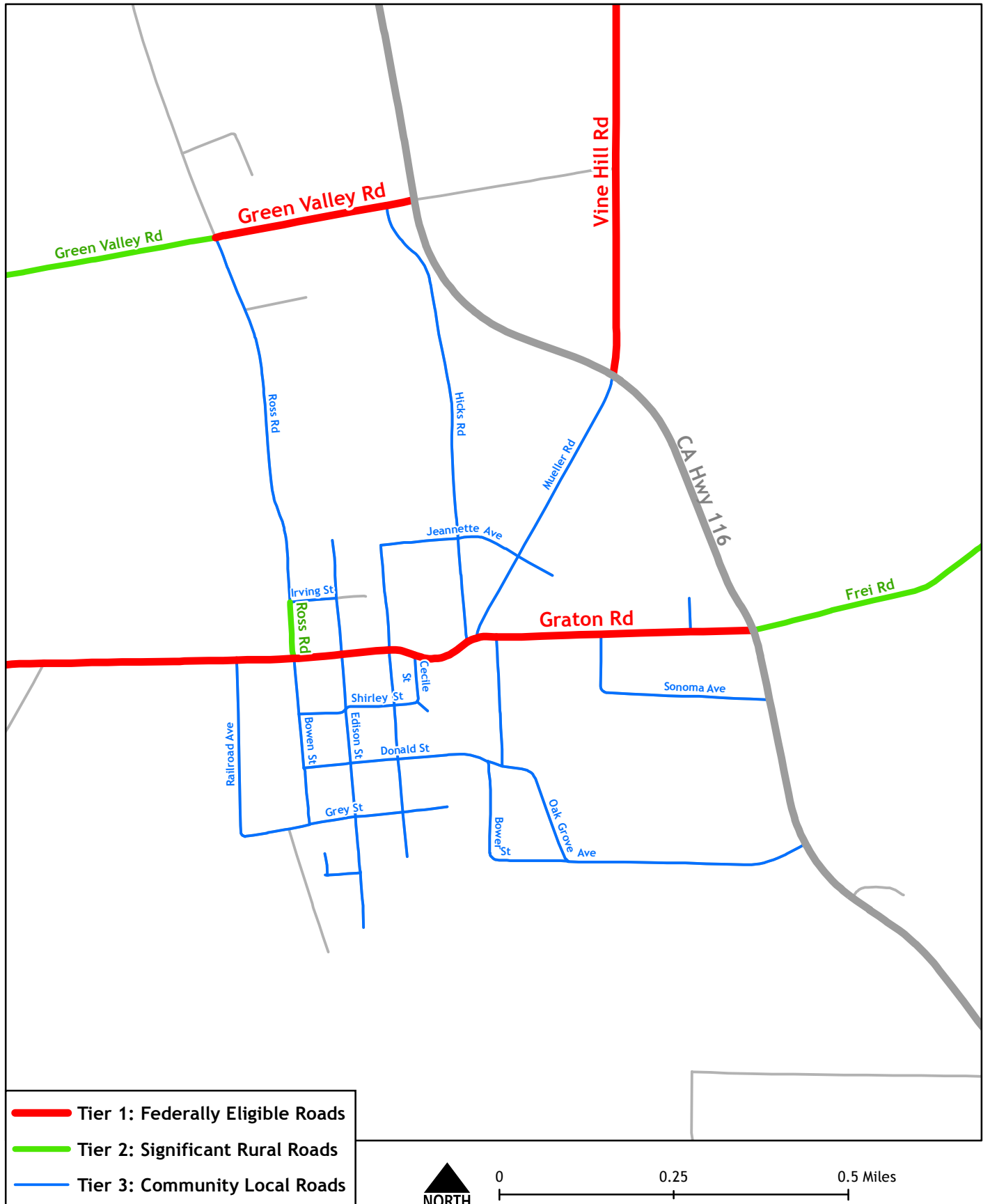
Pavement Improvement Plan

Glen Ellen Area



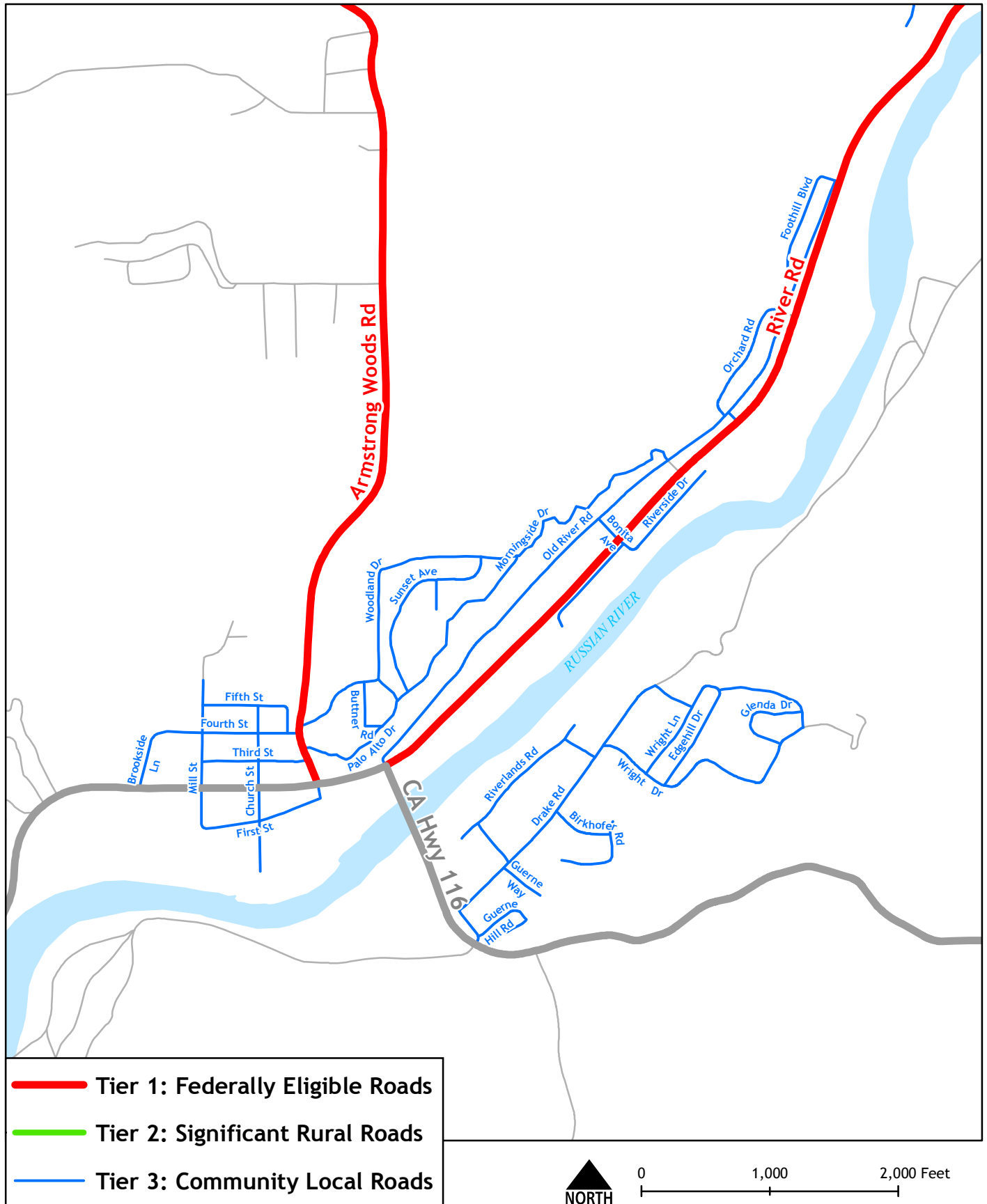
Pavement Improvement Plan

Graton



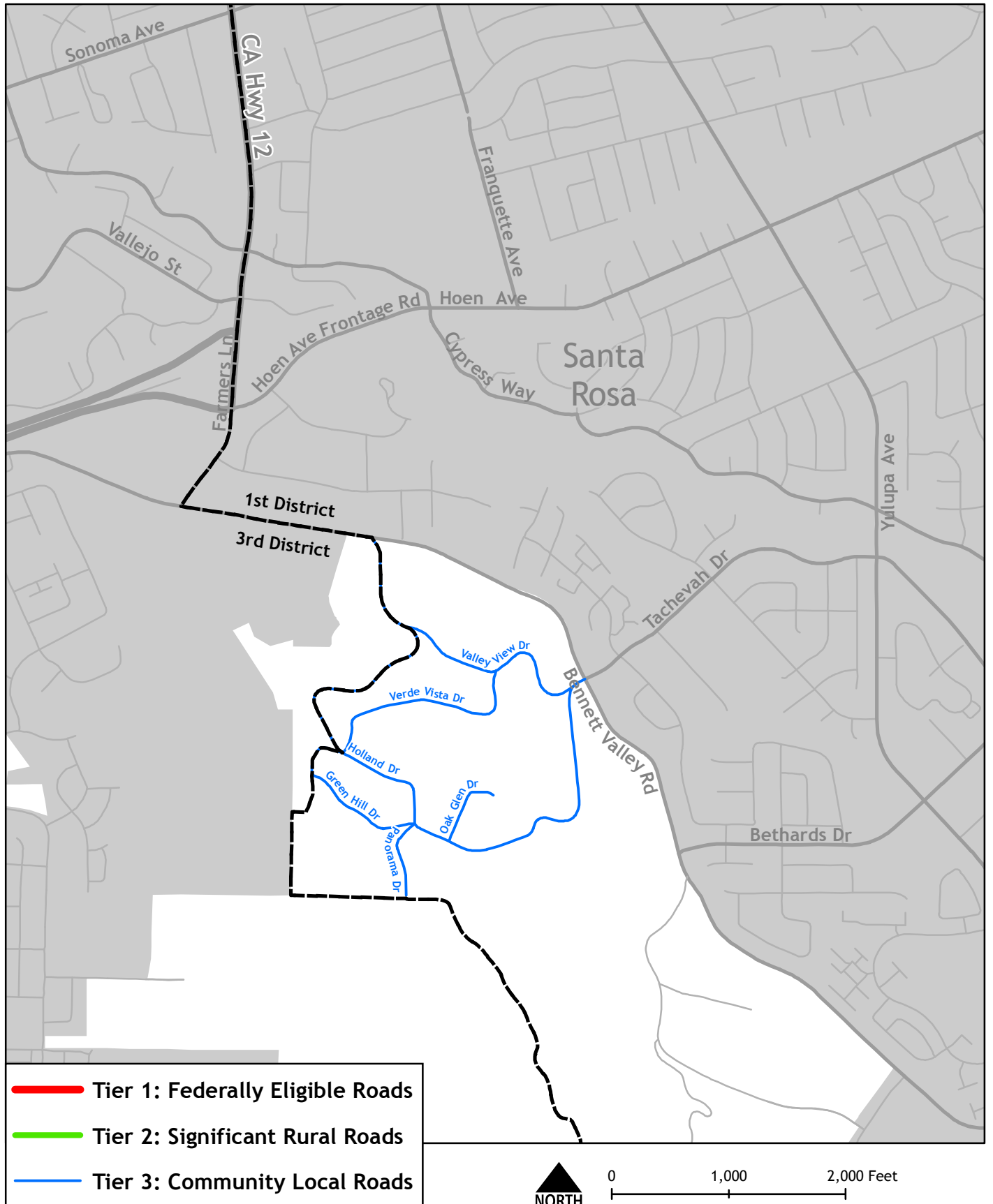
Pavement Improvement Plan

Guerneville



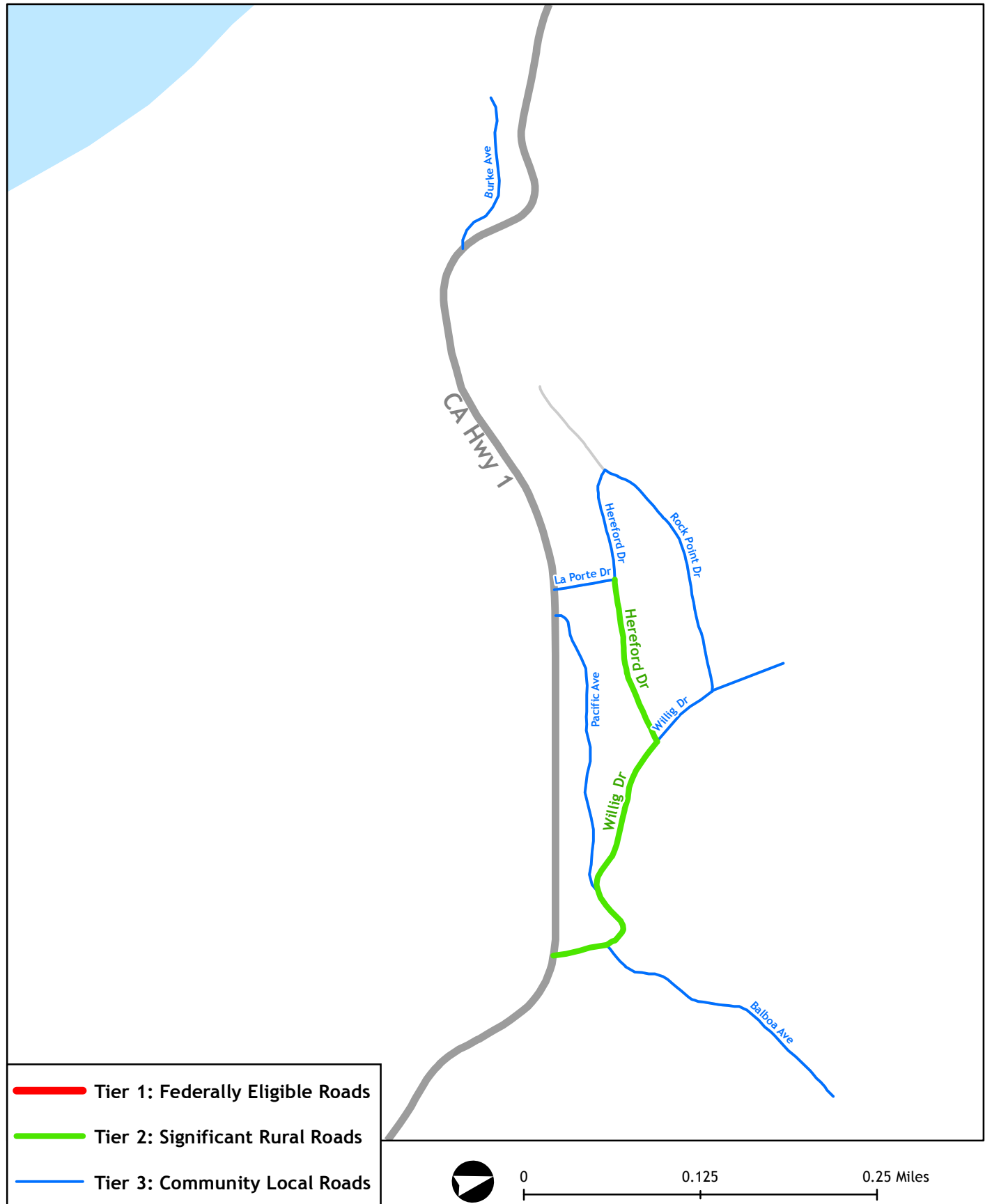
Pavement Improvement Plan

Holland Drive Neighborhood



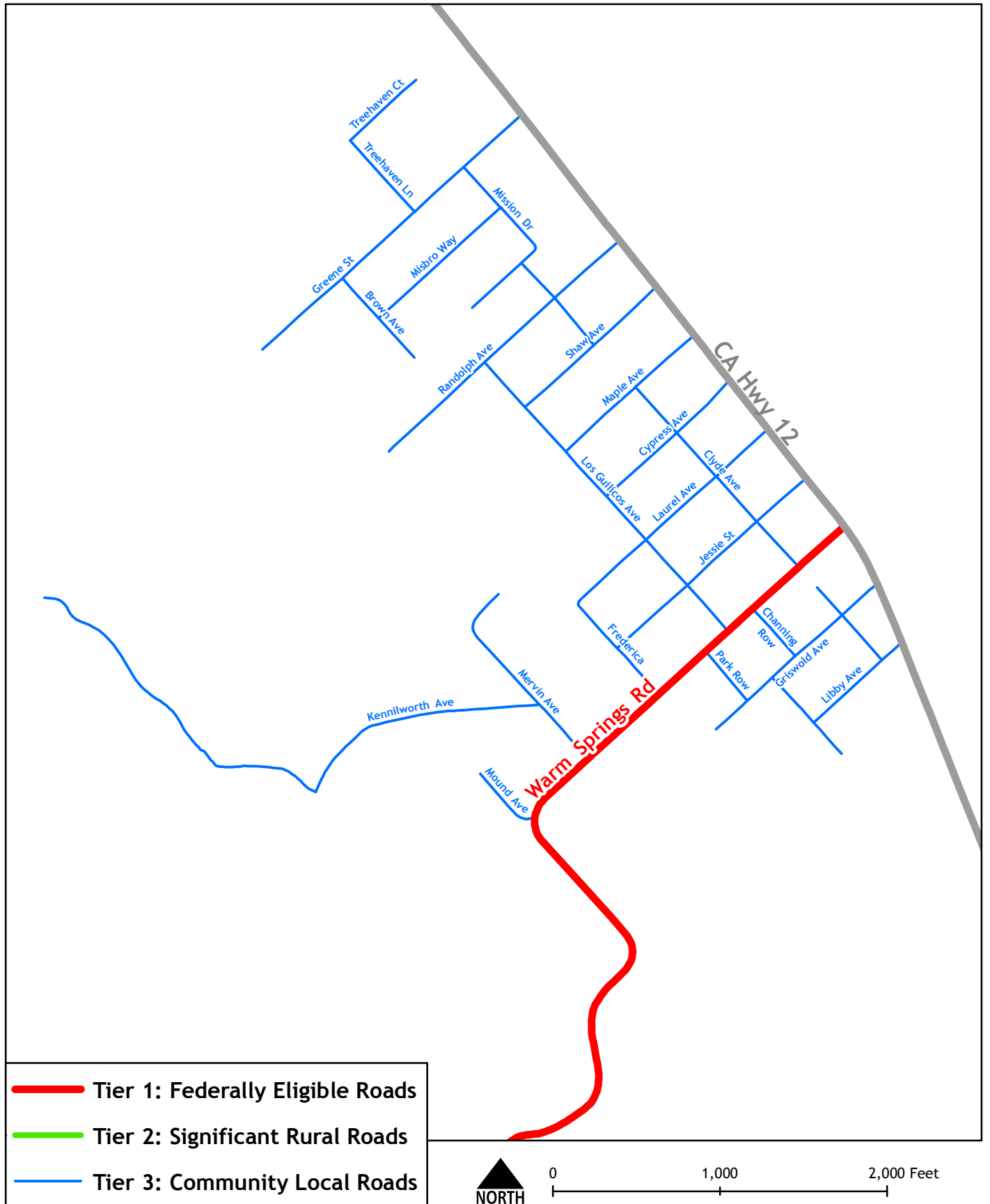
Pavement Improvement Plan

Jenner



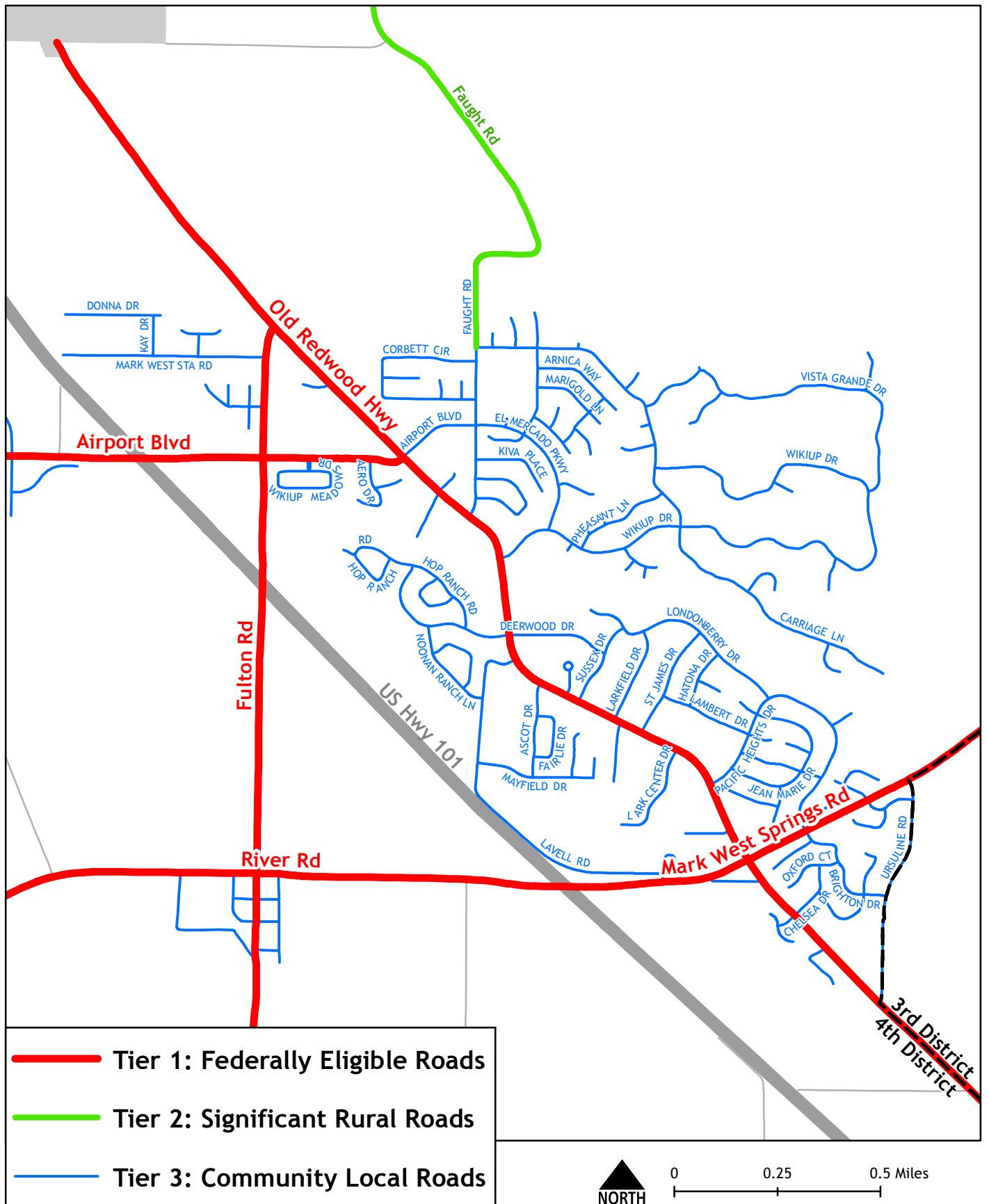
Pavement Improvement Plan

Kenwood



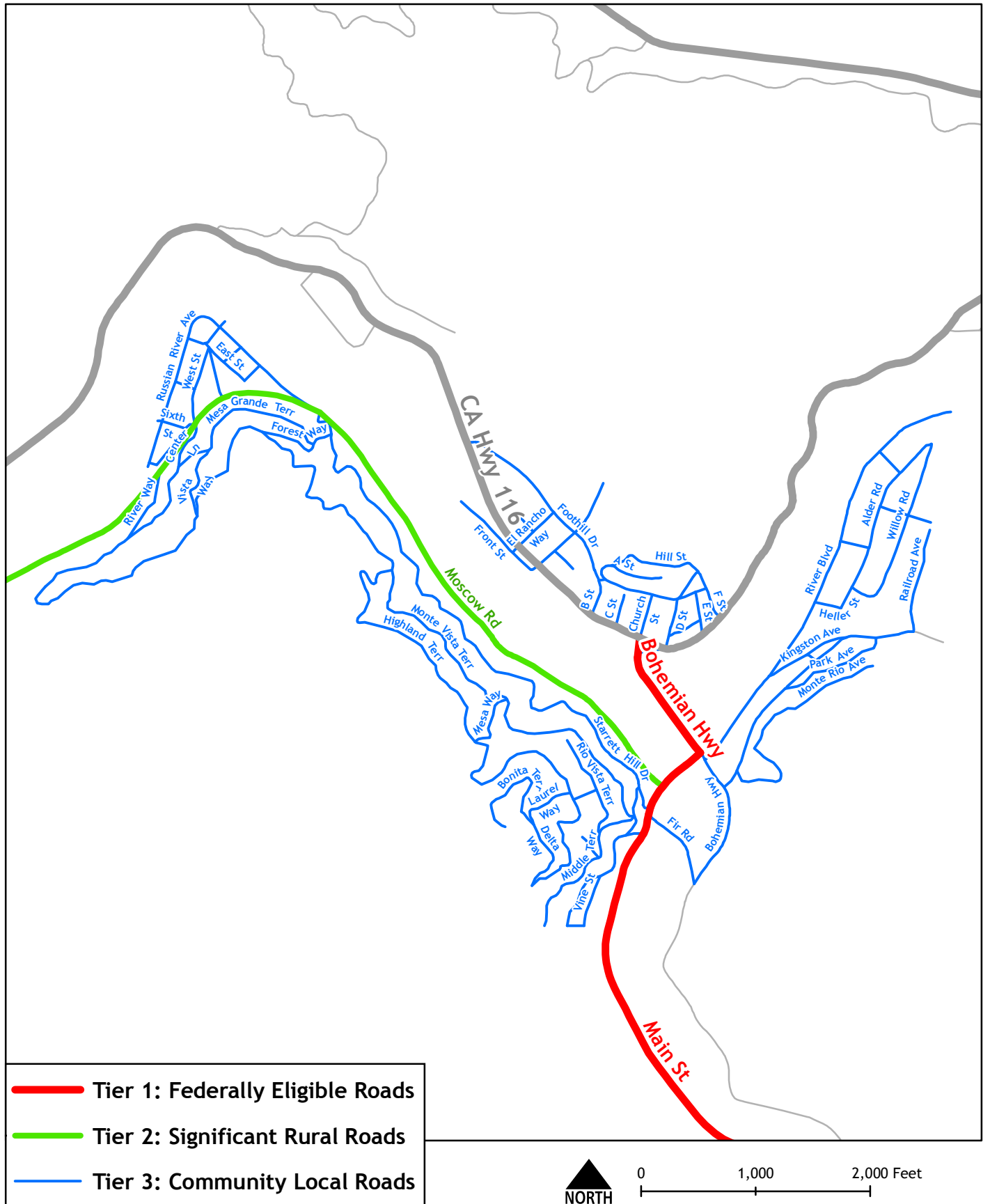
Pavement Improvement Plan

Larkfield/Wikiup



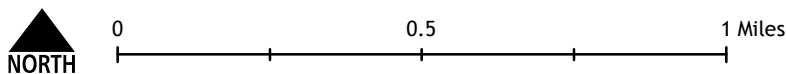
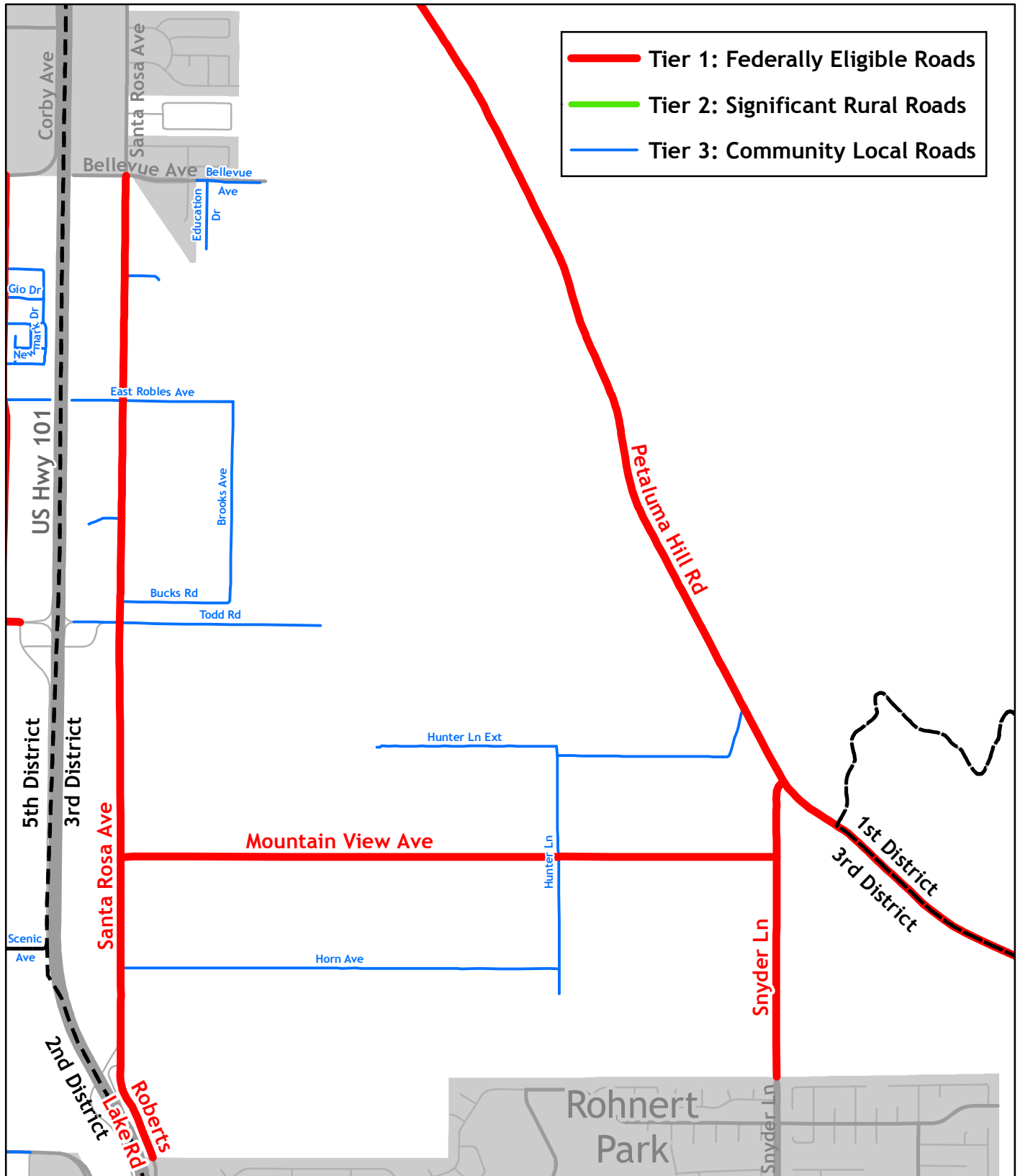
Pavement Improvement Plan

Monte Rio



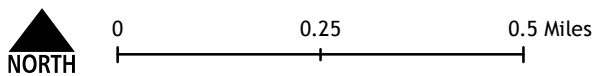
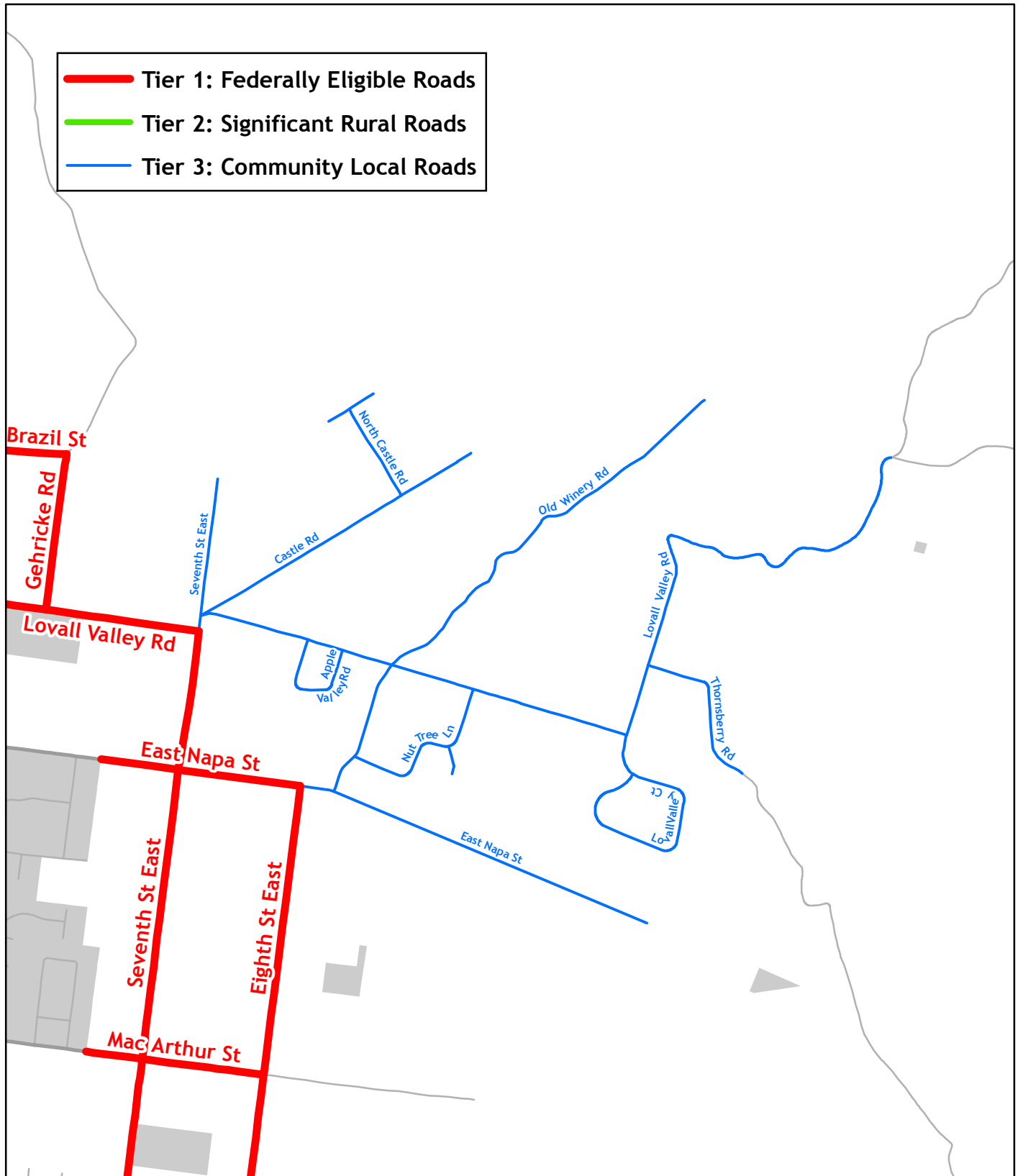
Pavement Improvement Plan

Bellevue / Mountainview Avenue Neighborhoods



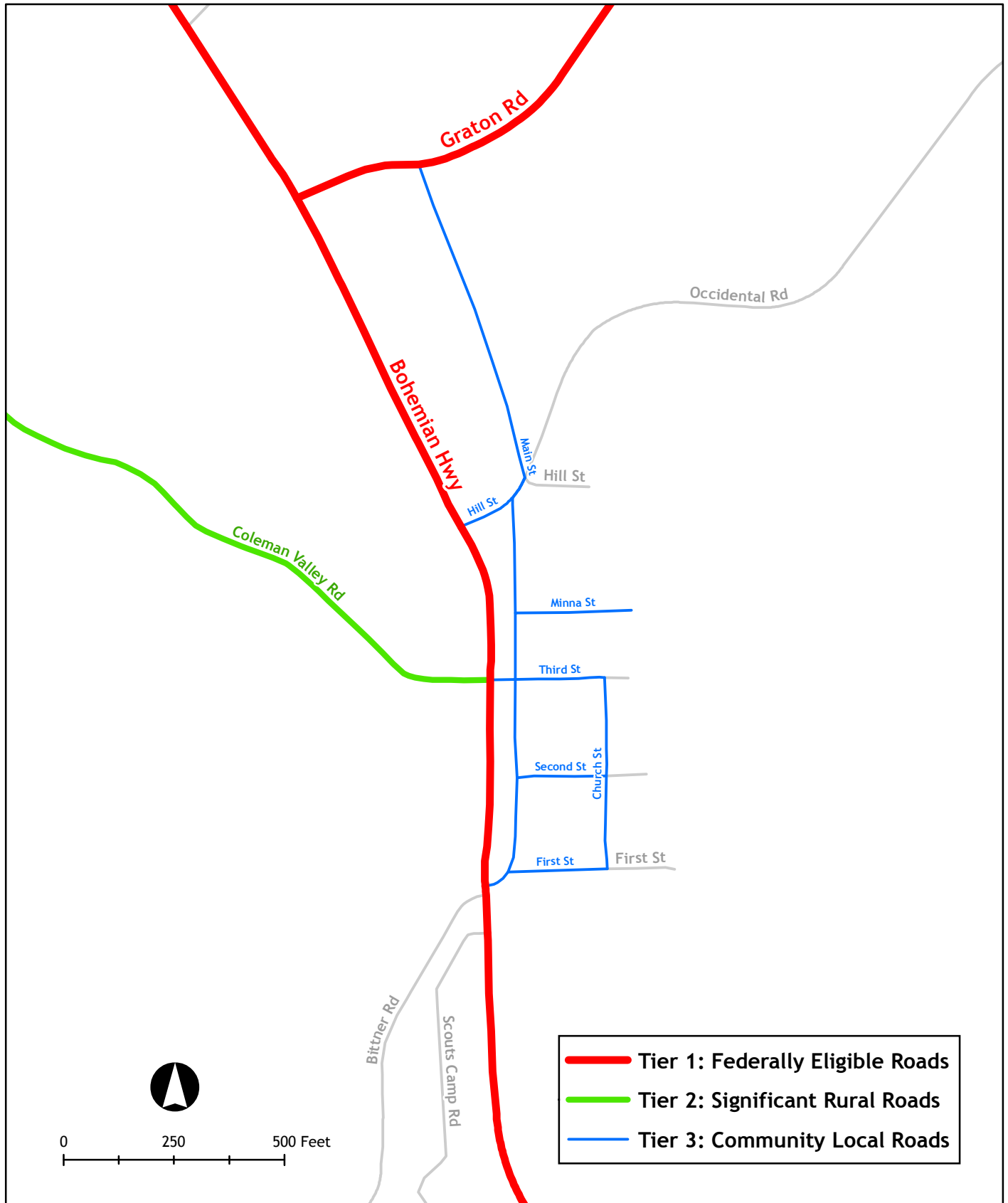
Pavement Improvement Plan

Northeast Unincorporated Sonoma



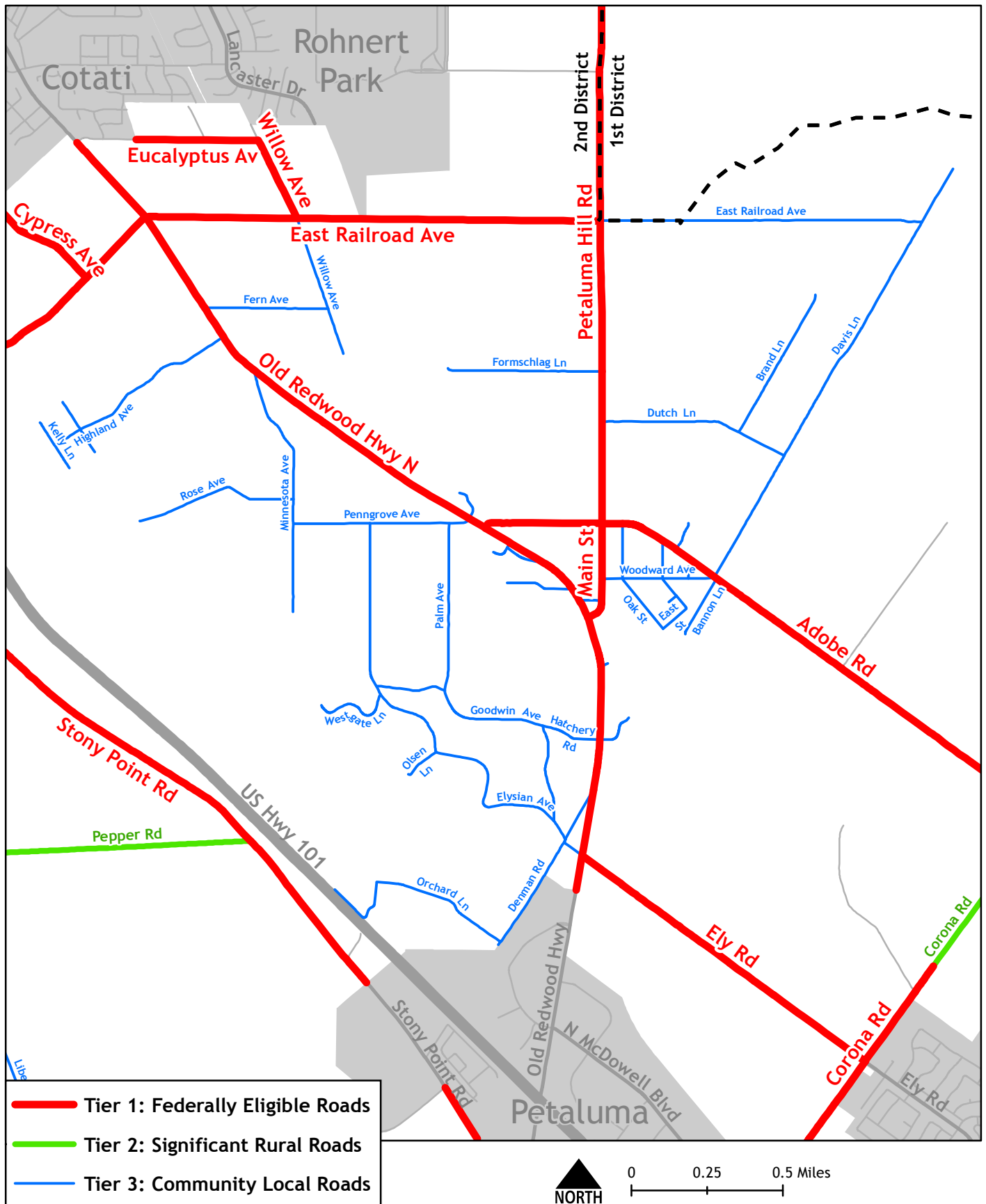
Pavement Improvement Plan

Occidental



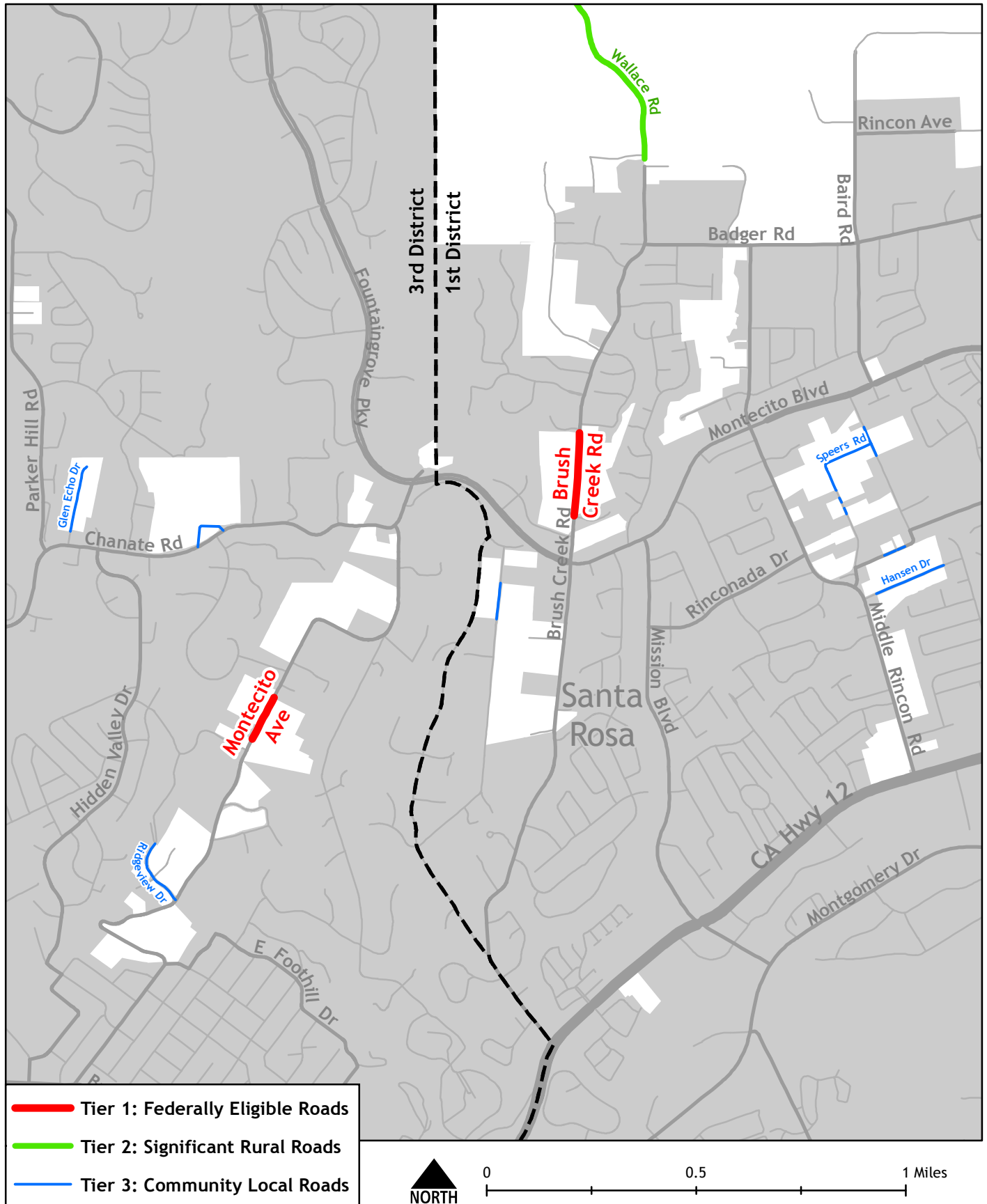
Pavement Improvement Plan

Penngrove



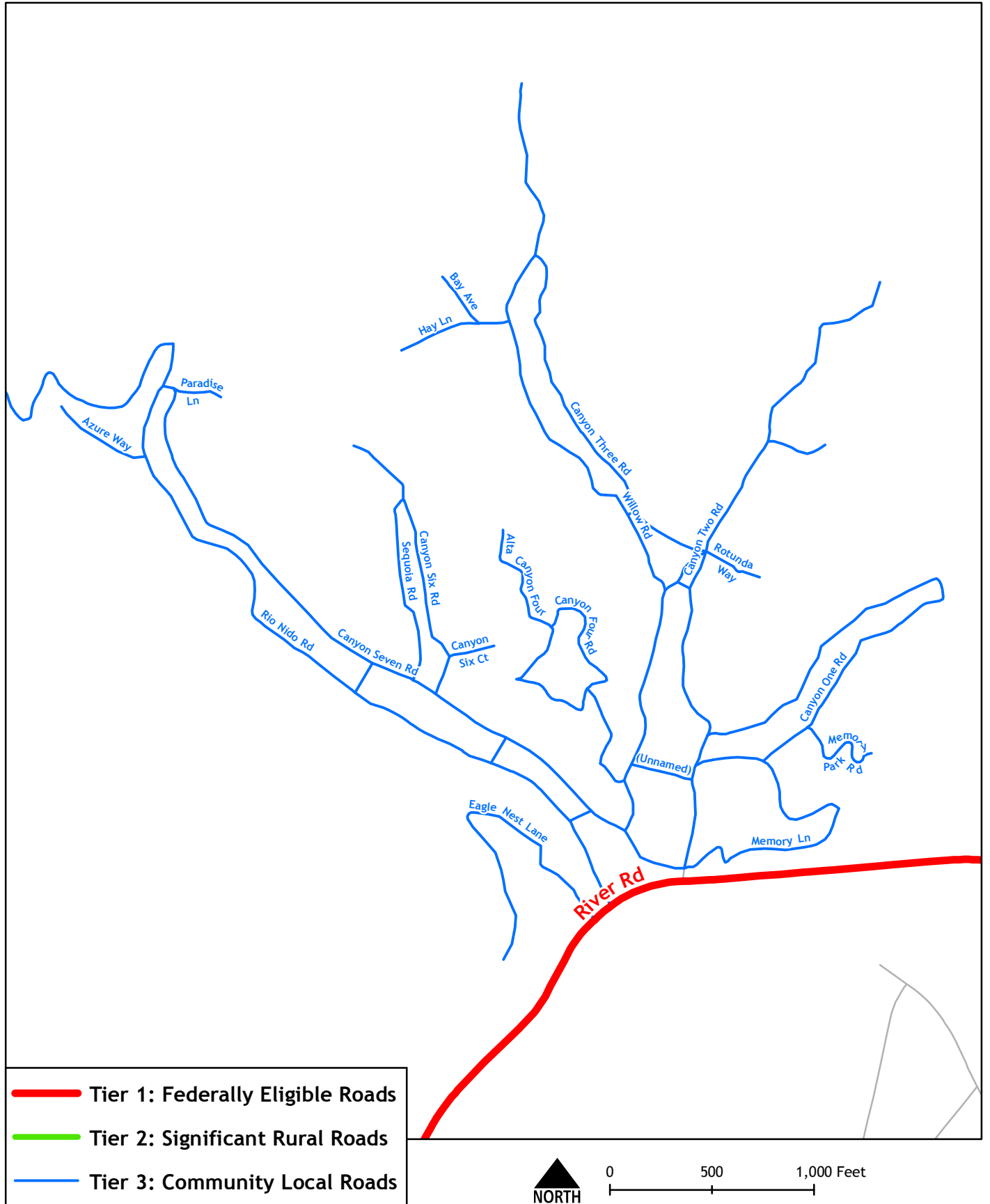
Pavement Improvement Plan

Rincon Valley



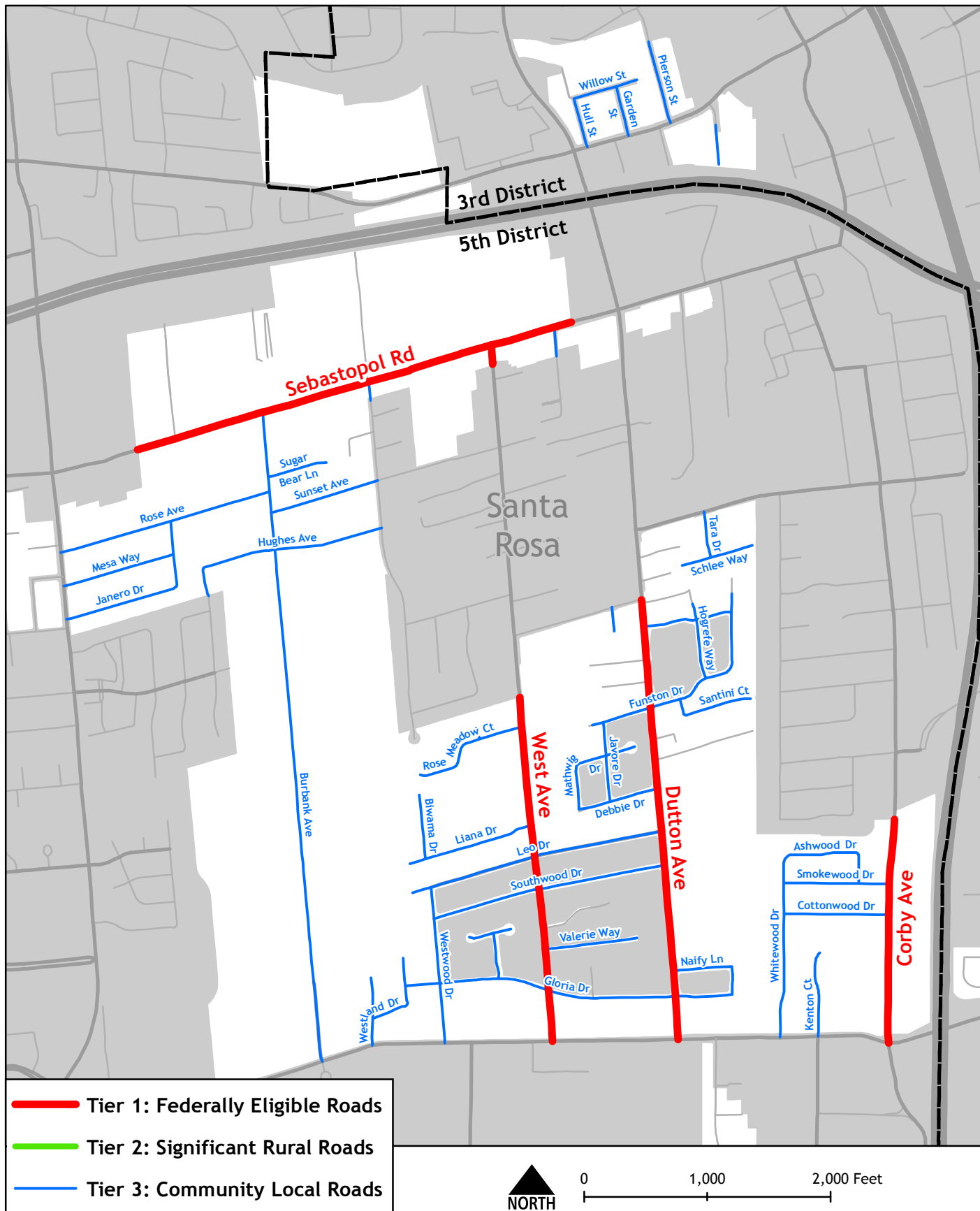
Pavement Improvement Plan

Rio Nido



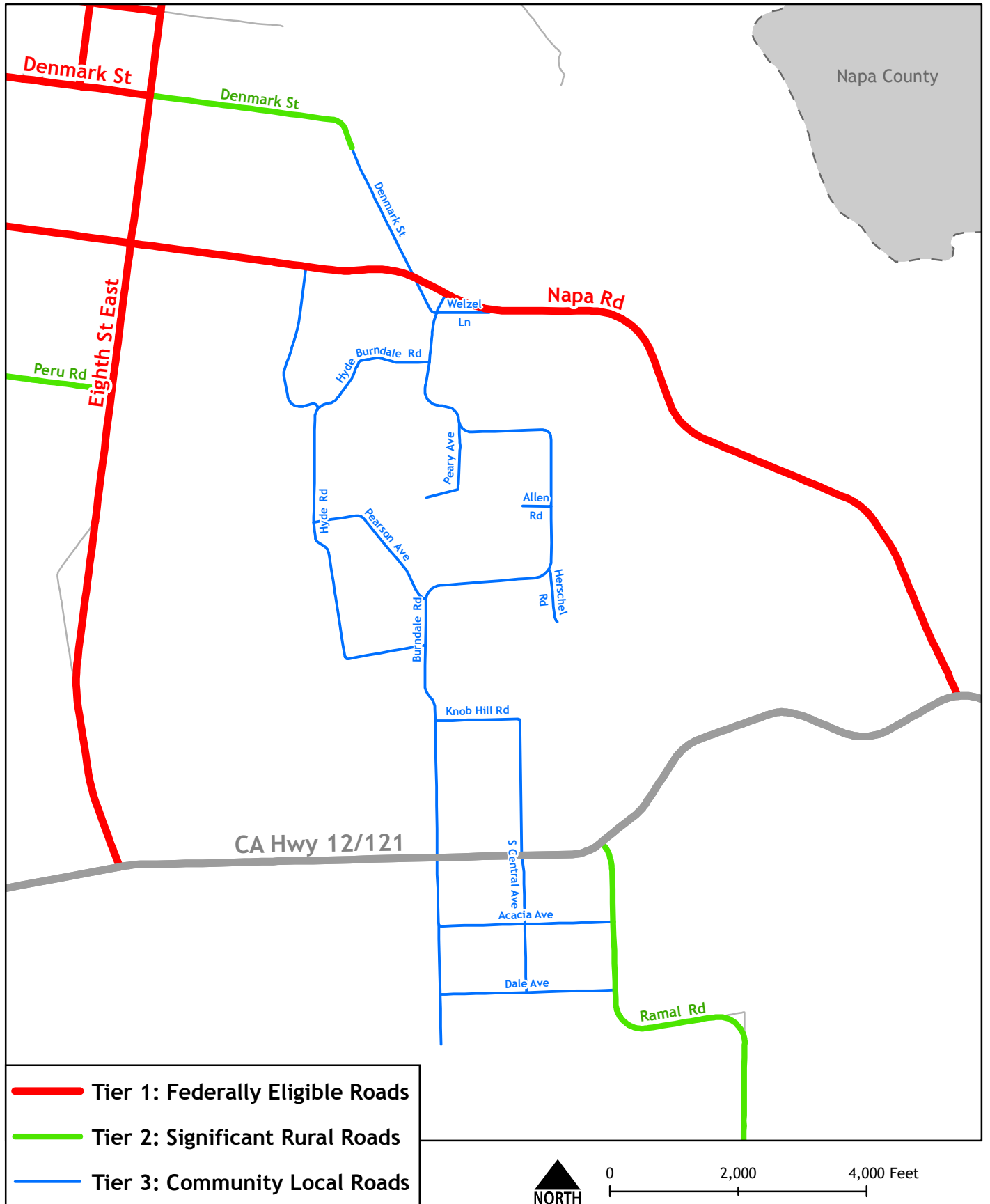
Pavement Improvement Plan

Southwest Santa Rosa (AKA "Roseland ")



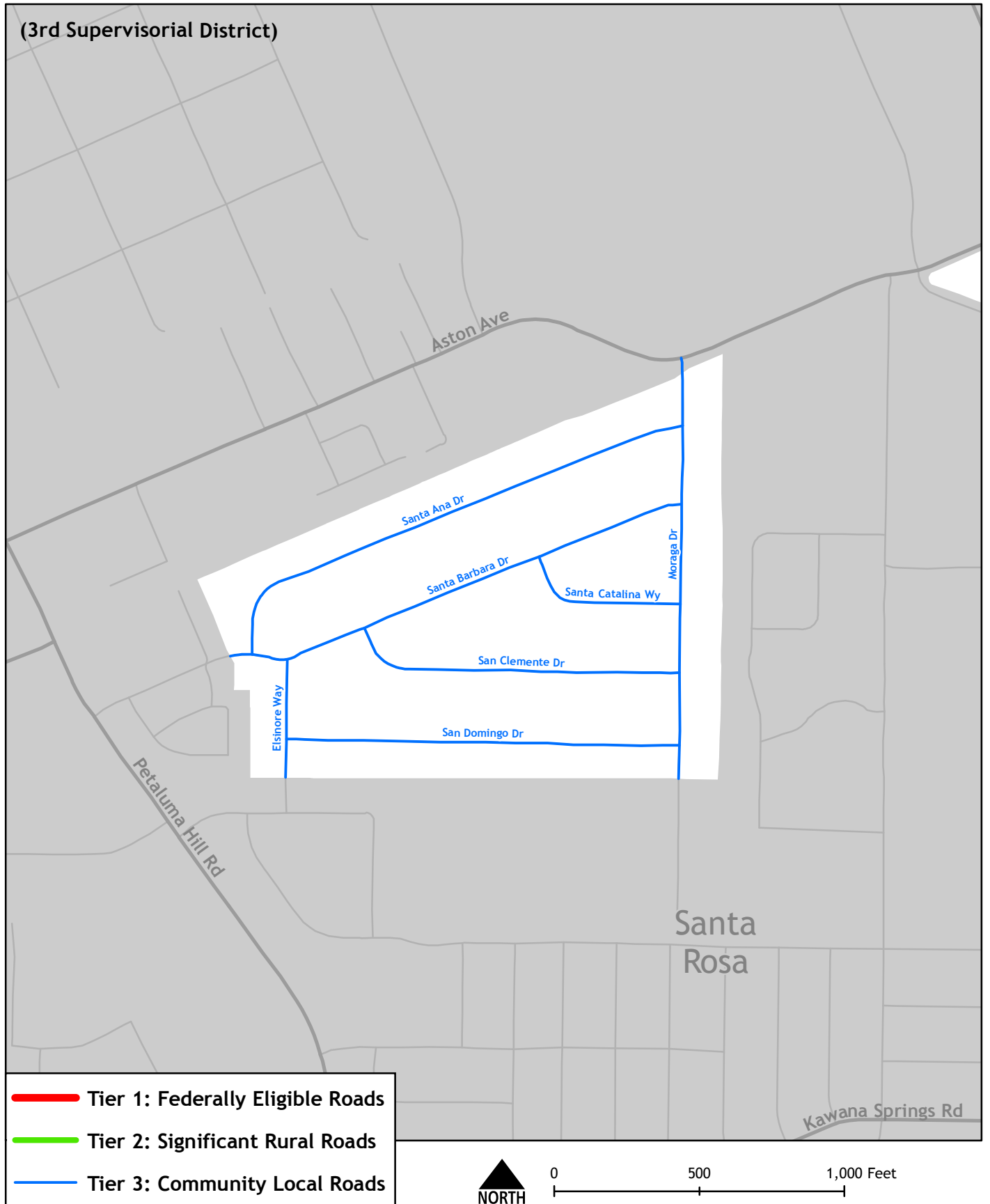
Pavement Improvement Plan

Schellville



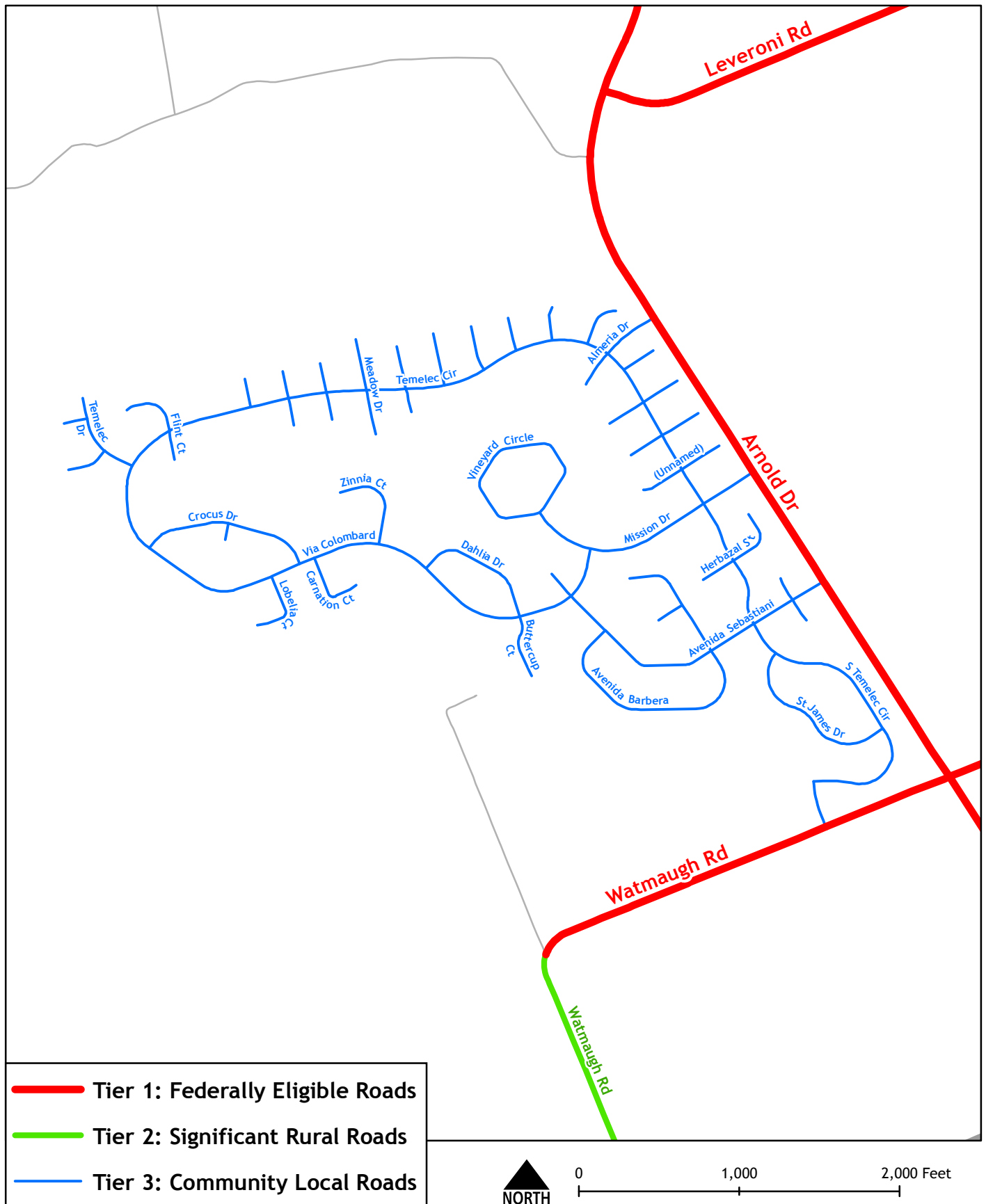
Pavement Improvement Plan

South Park



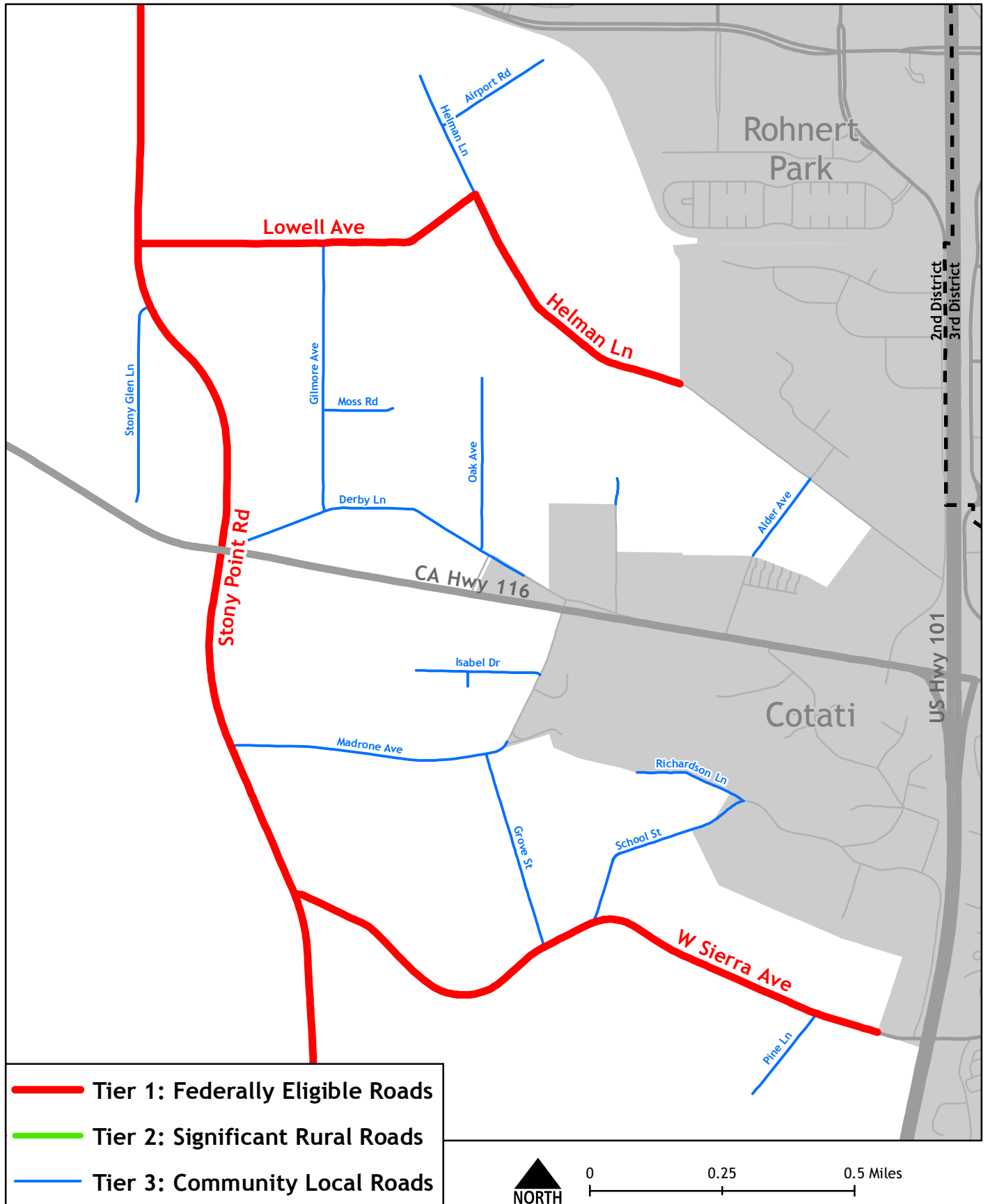
Pavement Improvement Plan

Temelec



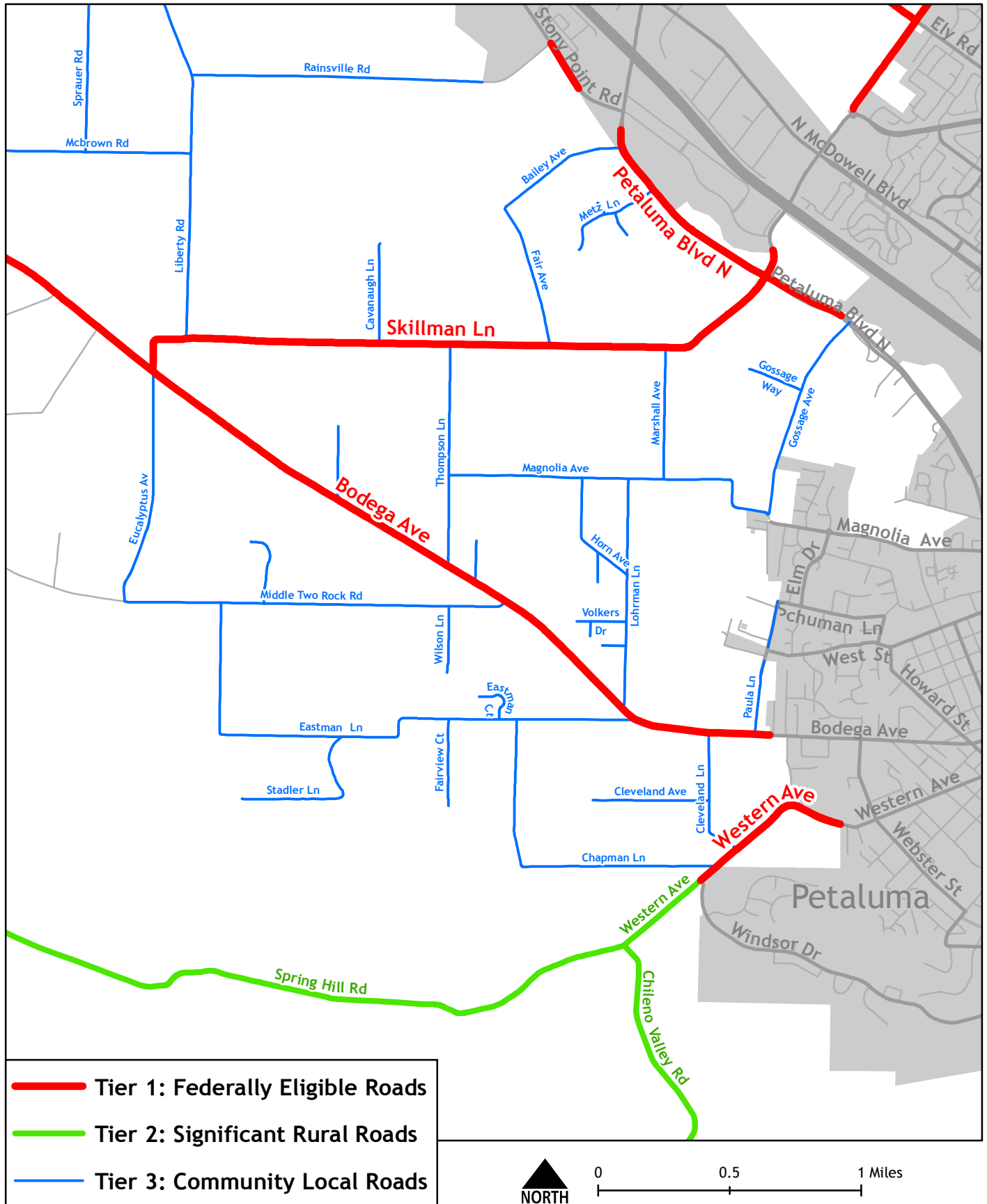
Pavement Improvement Plan

Unincorporated Cotati



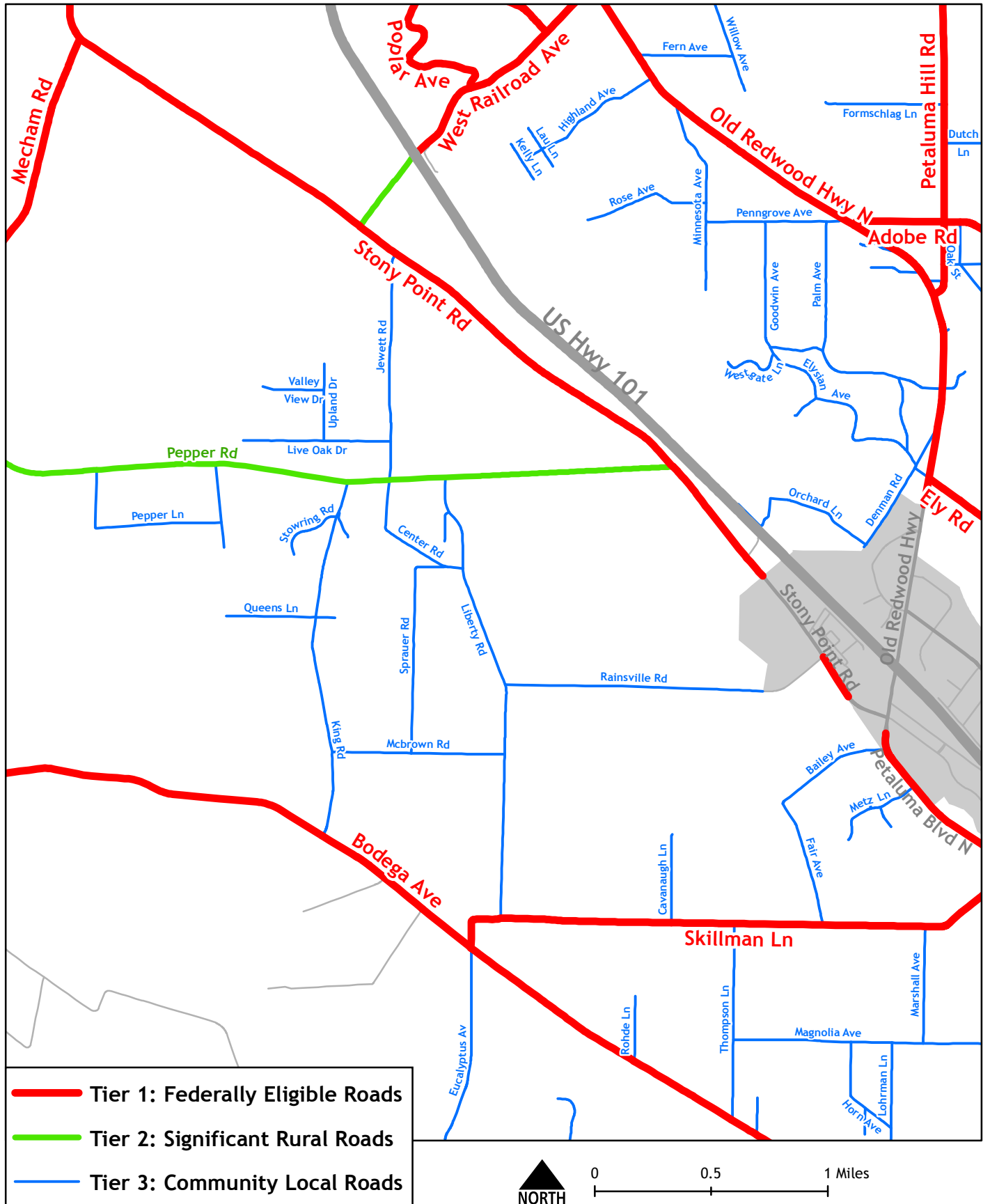
Pavement Improvement Plan

Unincorporated Petaluma



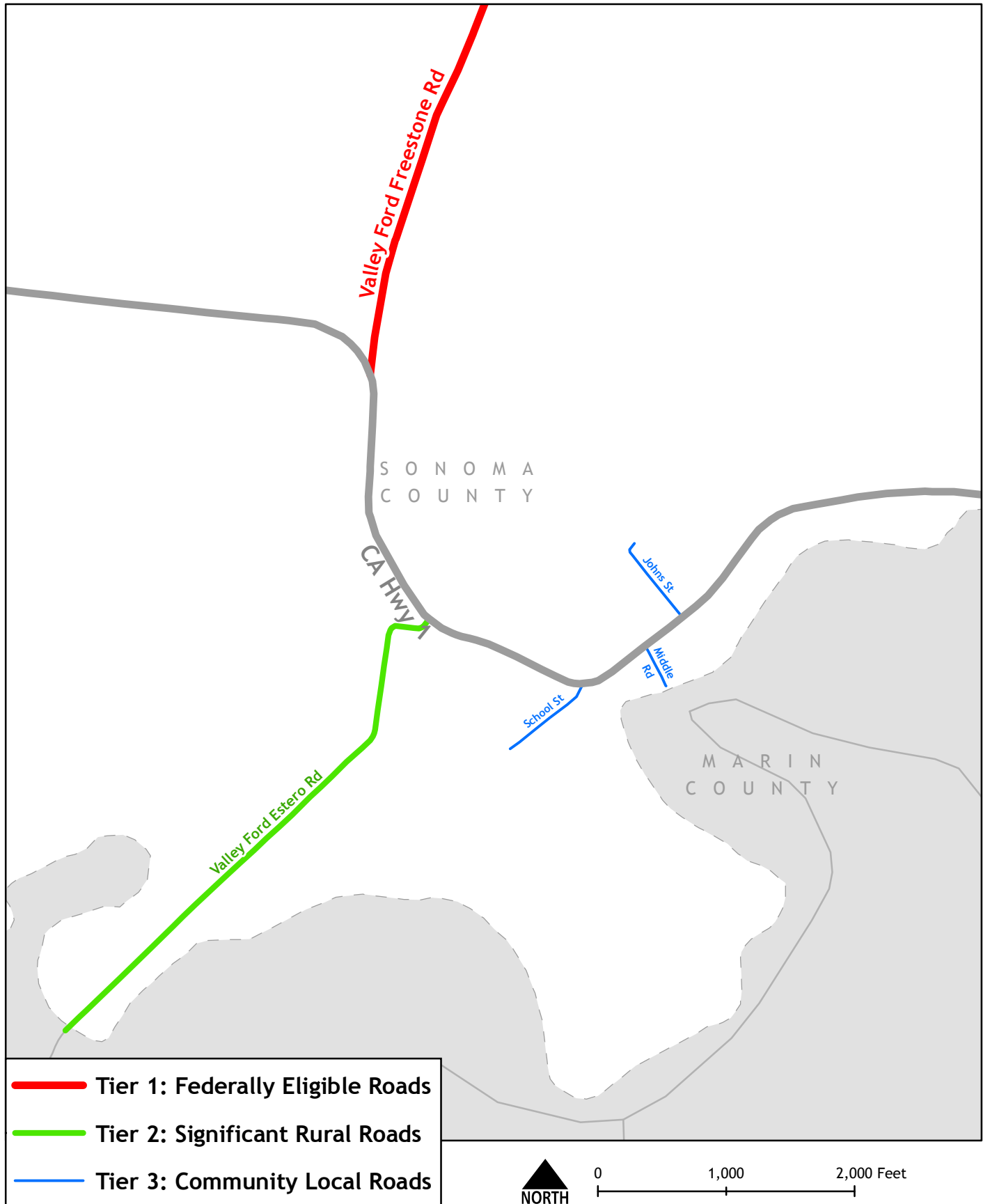
Pavement Improvement Plan

Unincorporated Petaluma



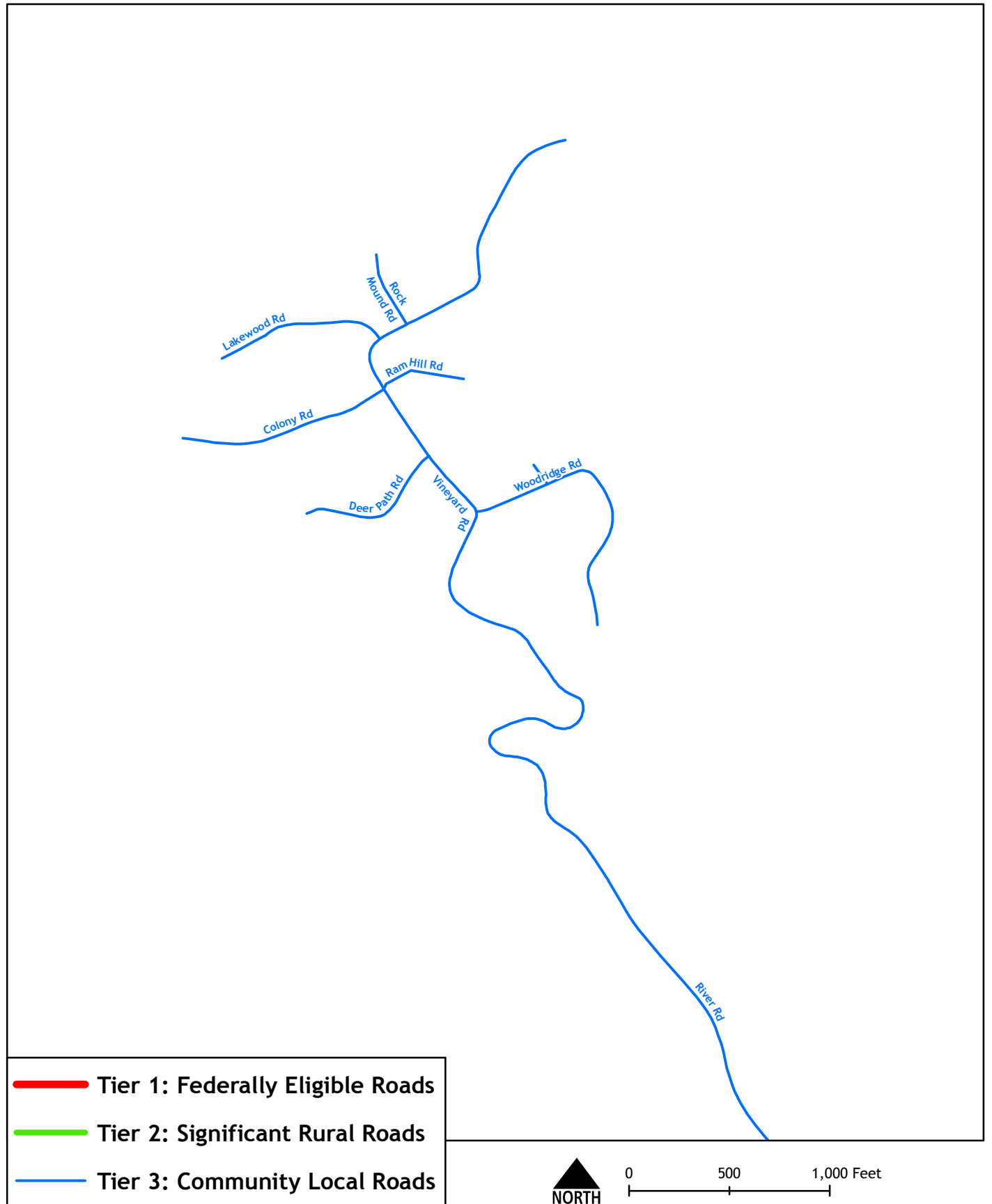
Pavement Improvement Plan

Valley Ford



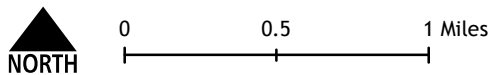
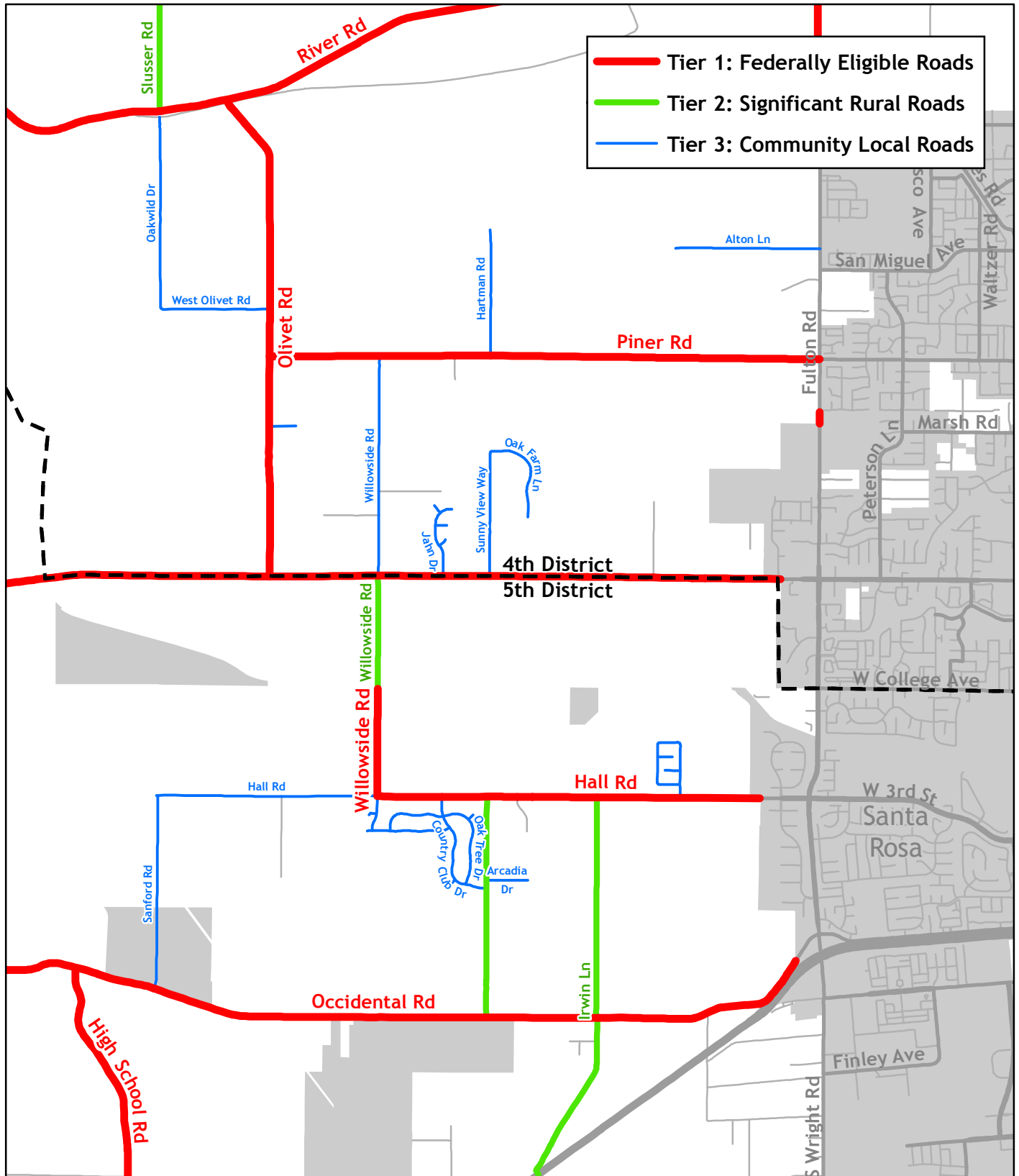
Pavement Improvement Plan

Vineyard Road



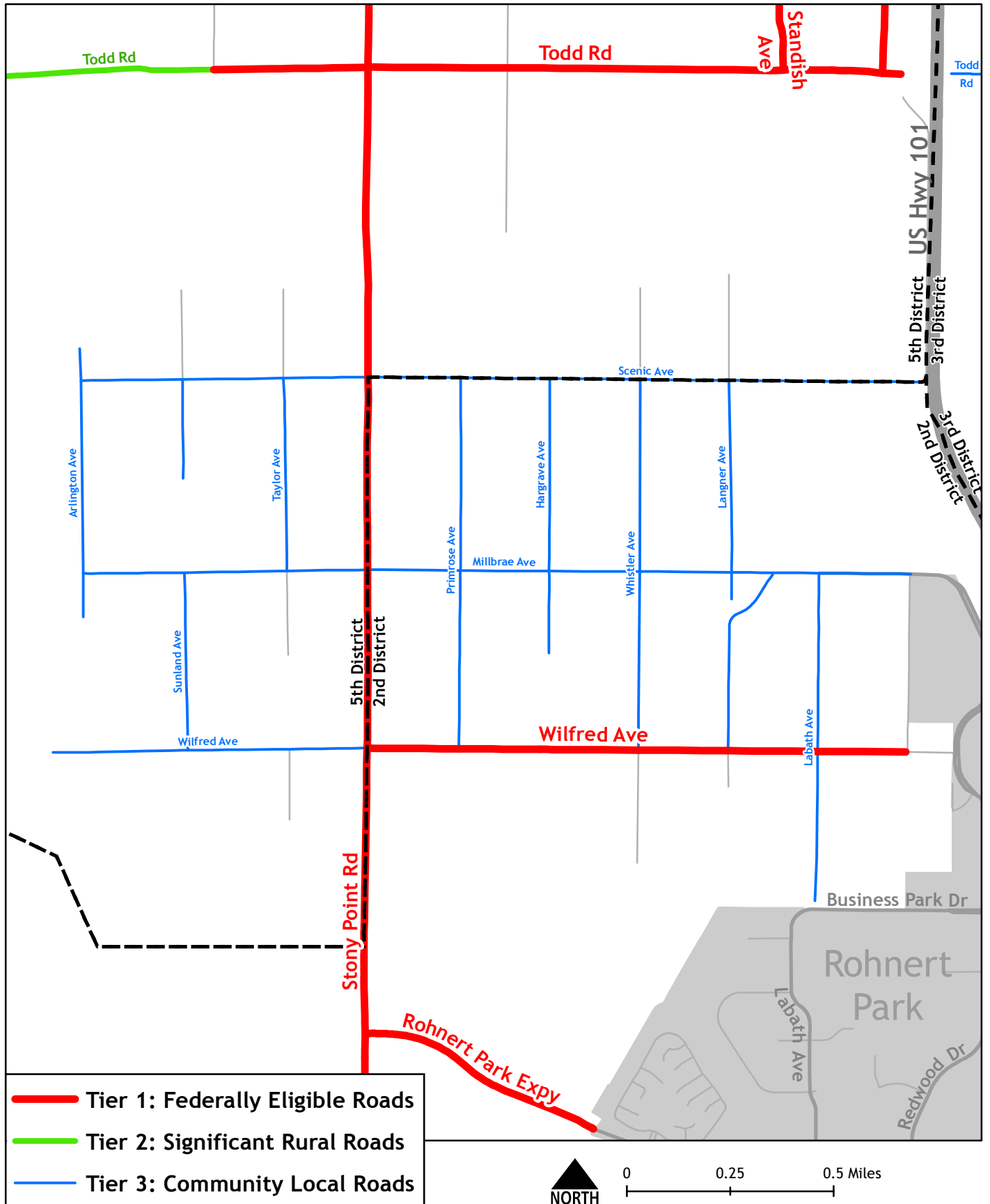
Pavement Improvement Plan

West Santa Rosa



Pavement Improvement Plan

Wilfred Avenue & Surrounding Neighborhood





County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 33
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 17, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Mike McGuire, 565-3758

Supervisorial District(s):

Fourth

Title: Board Sponsorship

Recommended Actions:

Approve Board Sponsorship in the amount of \$1,785.00 to cover the cost of renting space at the Cloverdale Veteran's Building for the annual "Christmas in June" event put on by the Cloverdale Food Pantry, scheduled for June 25, 2014.
(Fourth District)

Executive Summary:

Prior Board Actions:

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

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

--

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

--

Attachments:

1. Board Sponsorship application
2. Cloverdale Food Pantry documents
3. Sonoma County Veterans Memorial Building Itemized Rental Agreement

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

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SUBMIT TO:
 Board of Supervisors
 575 Administration Dr. 100A
 Santa Rosa, CA 95403

COUNTY OF SONOMA

Fee Waiver Request Form

For Board of Supervisors Use Only

1. Contact information for individual requesting fee waiver:

Name: GENE VINGENT MARDINKOWSKI
First Middle Last

Mailing Address: 309 WEST FIRST ST Cloverdale CA 95425
Number Street City State/ZIP

Phone: 707-894-0712 Email: Ferme1@comcast.net
Area Code/Number

2. Name of organization or entity for which fee waiver is requested:

Name: Cloverdale Food Pantry

Mailing Address: P.O. Box 1038 Cloverdale CA 95425
Number Street City State/ZIP

Phone: 707-396-8383 Email: Msdelle@comcast.net

3. Please indicate by check mark the supervisory district in which the organization or entity submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Valerie Brown District 1	David Rabbit District 2	Shirlee Zane District 3	Mike McGuire District 4	Efran Carrillo District 5
Entity or organization location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Project/activity/event location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District office to receive request (select only one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4. Type of organization or entity for which the fee waiver is requested:

City Special District Other Local Government
 School Non-profit or CBO Individual

Other Fees (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver is being requested on a separate sheet of paper. Please include the type of project/activity/event, the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: One Time Annual



7. Type and amount of fee waiver(s) requested. Please list all County fees you are requesting be waived in conjunction with this project/activity/event:

Department Assessing Fee	Type of Fee	Amount of Fee

8. If your entity or organization has received a fee waiver(s) for a similar project/activity/event in the past, please list fee waivers below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee

9. Does the organization or entity for which the fee waiver is requested receive funding from any of the following sources? If so, please specify:

Property Tax
 User Fees

Sales Tax

Special Assessment

Other Fees (please specify): ONLY DONATIONS

10. If the organization or entity receives tax funding or has the ability to assess fees, please provide an explanation and supporting documentation regarding the complete inability of the organization or entity to pay the fees which you are requesting be waived. Please attach information/documentation to this form and submit with your request for a fee waiver.

11. Will the organization or entity be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver? If so, please provide an explanation and supporting documentation detailing why the fees to be waived cannot be recovered through the entry fee. Please attach information/documentation to this form and submit with your request for a fee waiver.

Don Whitaker
 Authorized Signature

FINANCE OFFICER Post #293
 Title

5/29/2014
 Date



Sonoma County Veterans Memorial Buildings
 126 First Street West
 Sonoma CA 95476
 (707) 938-4105 - Tel / (707) 938-1122 - fax

Confirmed

Customer: MJ Dellaquila **Reservation:** 11095

Event Name: Christmas in June
Status: Tentative
Event Type: Fundraiser

Bookings / Details

Quantity	Price	Amount
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CHEWING GUM, GLITTER, CONFETTI, CANDLES, AND SHOES ON THE WALL(S) ARE NOT PERMITTED IN OUR FACILITIES AT ANY TIME.
 HOURS RESERVED MUST INCLUDE DECORATION, SET-UP AND CLEAN-UP.
 CHANGES TO THIS RESERVATION MAY BE MADE UP TO 30 DAYS PRIOR TO THE EVENT DATE

ADDITIONAL CHARGES WILL BE INCURRED IF YOUR EVENT RUNS BEYOND CONTRACTED HOURS.
 A \$50.00 FEE WILL BE CHARGED IF CONTRACT REQUIREMENTS ARE NOT MET 30 DAYS PRIOR TO EVENT DATE OR IF CHANGES OF ANY KIND ARE REQUESTED LESS THAN 30 DAYS BEFORE EVENT DATE
 FAILURE TO PAY DEPOSIT ON TIME WILL RESULT IN CANCELLATION OF YOUR RESERVATION - THE REINSTATEMENT FEE IS \$50.00

Wednesday, June 25, 2014

3:00 PM - 9:00 PM Christmas in June (Tentative) Cloverdale Auditorium
 Room Charge: (6 hours @ 75.00/hr) 1 450.00 450.00

Setup Notes:
 CUSTOMER WILL BE PROVIDING THEIR OWN INSURANCE.

Estimated Attendance: Coming and going about 200 people

MUSIC: CD

Will be serving wine.

NO CLOVERDALE POLICE REQUIRED
 NO PRIVATE SECURITY REQUIRED
 NO BARTENDER REQUIRED

THIS IS A FUNDRAISER FOR THE CLOVERDALE FOOD PANTRY.

Room Set-up Fee:			
Clov. Room Set-up Fee (101 - 200)	1	200.00	200.00
Ref. Cleaning/Damage:			
Sonoma Ref. Cleaning/Damage	1	500.00	500.00

This cannot be waived by a Sonoma Free Day or Board of Supervisors Fee Waiver,

Sale of Alcoholic Beverages:			
Clov. Sale of Alcoholic Bev. (1-250)	1	100.00	100.00
Processing Fee:			
Sonoma Processing Fee	1	25.00	25.00

3:00 PM - 9:00 PM Christmas in June (Tentative) Cloverdale Kitchen

Room Charge: (6 hours @ 30.00/hr)

1	180.00	180.00
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3:00 PM - 9:00 PM Christmas in June (Tentative) Cloverdale Trophy Room

Room Charge: (6 hours @ 55.00/hr)

1	330.00	330.00
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Sonoma County Veterans Memorial Buildings

Reservation:

11095

Tentative

Bookings / Details

	Quantity	Price	Amount
Subtotal			1,785.00
Grand Total			1,785.00

GRAND TOTAL MAY NOT REFLECT ALL POSSIBLE CHARGES.

THE SIGNED/DATED TENTATIVE RESERVATION AND DEPOSIT MUST BE RETURNED WITHIN 2 WEEKS OF THE DATE ON THE COVER LETTER OR THIS REQUESTED RESERVATION WILL BE CANCELLED WITHOUT FURTHER NOTICE.

PLEASE REVIEW THIS TENTATIVE RESERVATION. If any of the information is incorrect, or if you have questions or concerns, please call us at 707-938-4105. Otherwise, to hold your reservation, SIGN, DATE AND RETURN ONE COPY OF THIS FORM along with a check made payable to "County of Sonoma" for the amount shown below.

Thank you for scheduling your event with us. We look forward to working with you.

AMOUNT DUE NOW: \$225.00

Sign

Date

Cancellation:

If the event is cancelled 90 days or more from the date held, 50% of the deposit shall be retained by the County (General Services Department).

If the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained.

If the event is cancelled 15-30 days of the date held 50% of the Rental Fee will be retained.

If the event is cancelled within 15 days of the event 100% of the Rental Fee will be retained.

CLEANING/DAMAGE DEPOSITS:

The entire cleaning/damage deposit will be forfeited if ANY of the following occur:

GUM IS FOUND IN THE FACILITY (FLOOR, ETC.)

GLITTER IS FOUND IN THE FACILITY

ALCOHOL IS BROUGHT INTO FACILITY DURING A "NON-ALCOHOL" EVENT



**William Russell Ledford - Post 293
P.O. Box 535 - Cloverdale CA. 95425**

Attachment to fee waiver request

The name of the event is entitled Christmas in June. It will be held on June 25, from 3 PM to 9 PM. This event is put on by the Cloverdale food pantry an organization of volunteers and sponsored by a number of churches Cloverdale.

The Food Pantry needs a facility that is large enough to accommodate approximate, 75 volunteers who break down bulk foods into smaller family size packages. We also need a central gathering place for people to bring the food and other donations. This is not a fund raiser, there are no fees charged. Nothing is sold it is primarily a collection point.

The food pantry group does have a \$1 million liability insurance policy.

Sincerely

Gene Marcinkowski
Cloverdale American Legion #293



County of Sonoma Fee Waiver Policy

Authority: Board of Supervisors
Approval Date: June 2, 2009
Effective Date: July 1, 2009

1. Purpose

The purpose of this policy is to establish guidelines to be used to evaluate requests for fee waivers and to implement a structure and process through which consistent information for fee waiver requests will be collected and evaluated.

2. Background

Sonoma County is facing unprecedented fiscal challenges. As a result of the economic downturn, job and income losses, declining home values, and reduced consumption, the County's major sources of revenue property tax and sales tax have declined substantially. The situation is exacerbated by an increase in demand for county services. In light of this new fiscal reality, the county is reviewing all resource allocation decisions. Fee waivers, are an expense to the County General Fund. Fees are established to pay for the cost of a service provided by a county department. When a fee waiver is granted, the County General Fund pays the department in an amount equal to the fee waived.

3. Policy

The Board of Supervisors may, at their sole discretion, approve or disapprove fee waiver requests. Effective July 1, 2009, the following general guidelines will be used to assist in the determination of whether a requested fee waiver is eligible or ineligible.

Eligible for fee waivers	Ineligible for fee waivers
Community based organizations (CBO) or non-profits providing a direct service that is similar to or complimentary to a key county policy goal or direct service that the county is typically responsible for providing; e.g. emergency or economic assistance or basic sustenance needs (emergency food, shelter, etc.)	Flood elevation program fees
	Other county department fees
	Other governmental agencies – unless they can demonstrate an inability to pay the county fee
Governmental agencies that do not receive tax funding and can demonstrate an inability to pay the county fee	Fund raising events - where attendees pay a fee for admission to the event or in the case of festivals where vendors pay to participate in the event

4. Phased in Reduction for CBOs and Non-Profits

CBOs and non-profits that have received a fee waiver in the 12 months prior to the effective date of this policy, for an activity/event that may no longer be eligible under this policy, will be considered for a phased reduction in fees as follows:

- Year 1 – Up to two-thirds of the fee amount previously waived, may be waived
- Year 2 – Up to one-third of the fee amount previously waived, may be waived
- Year 3 – Fee waiver ineligible

The phased-in reduction does not apply to CBOs and non-profits who received fee waivers for a fund raising activity/event, where the CBO or non-profit has the ability to set entry or participation fees at a level necessary to cover costs, including the cost of any associated fees.

5. Fee Waiver Request Form

Fee waiver requests submitted on or after June 2, 2009, must be accompanied by a Fee Waiver Request Form (Attachment A). Copies of this form may be obtained from the County of Sonoma, Clerk of the Board of Supervisors, located at 575 Administration Drive, Room 100A, Santa Rosa, CA, 95403, or at the following website: <http://www.sonoma-county.org/board/index.htm>.

Fee Waiver Request Forms must be complete, signed, and accompanied by supporting documentation to demonstrate eligibility for the requested fee waiver. Demonstrated eligibility does not assure approval of a fee waiver request.

Completed Fee Waiver Request Forms shall be submitted to the Clerk of the Board of Supervisors at the address above. The Clerk will forward requests to the Board Member specified by the applicant.