

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

TUESDAY

JUNE 24, 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.

8:30 A.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA

(Items may be added or withdrawn from the agenda consistent with State law)

II. BOARD MEMBER ANNOUNCEMENTS

III. CONSENT CALENDAR

(Items 1 through 45)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 6)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution honoring and commending Chaplain Herb Loudon as 2013 Sonoma County Veteran of the Year. (Second District)
2. Adopt a Gold Resolution honoring and commending Commander Steve Kemmerle as 2014 Sonoma County Veteran of the Year. (Second District)
3. Adopt a Gold Resolution honoring the Boys and Girls Club of Central Sonoma County for their selection as the Best Overall Program for Boys and Girls Clubs of America. (Fifth District)

PRESENTATIONS AT DIFFERENT DATE

4. Adopt a Gold Resolution proclaiming the week of July 13 – July 19, 2014 as Pretrial, Probation, and Parole Supervision Week in Sonoma County. (Probation)
5. Adopt a Gold Resolution honoring Alex Waters for achieving the rank of Eagle Scout. (Second District)
6. Adopt a Gold Resolution honoring Nathan Culver for achieving the rank of Eagle Scout. (Second District)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

7. Adopt a Resolution of the Board of Directors determining that the acquisition of a recreation covenant over the Clover Springs property is consistent with the Sonoma County General Plan 2020 and the District's Expenditure Plan; authorizing the execution of a recreation covenant; authorizing the execution of a certificate of acceptance; consenting to the recordation of irrevocable offers of dedication; delegating authority to the District's General Manager to execute a funding agreement with the City of Cloverdale for \$313,250 for initial public access; and making necessary findings under C.E.Q.A. (Fourth District)

CONSENT CALENDAR (Continued)

SONOMA COUNTY WATER AGENCY

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

8. Adopt a Resolution authorizing the Water Agency's General Manager to file a grant application with the California Energy Commission for up to \$1 million for the Sonoma County Low Temperature Geothermal Resource Assessment Project; and authorize the General Manager to enter into an agreement with California Energy Commission to accept funding to conduct this project.
9. Authorize the Chair to execute an agreement with CH2M HILL to provide consulting services related to climate change planning for the amount of \$70,000; agreement terminates on June 15, 2015.
10. Authorize the General Manager to execute an agreement with M.Cubed, Inc. to provide environmental consultation for the Russian River Flow Project Environmental Impact Report for the amount of \$150,000; agreement terminates on April 1, 2017.
11. Approve and authorize the General Manager to execute an amendment extending and modifying the Water Agency's water supply agreements with Marin Municipal Water District for a period of one year. (Countywide)

BOARD OF SUPERVISORS

12. 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 entities for advertising and promotions activities for Fiscal Year 2013-14: American Legion for the Annual City of Healdsburg Fireworks Celebration, a Fourth of July Event for all of Sonoma County, for the amount of \$1,082.

CLERK-RECORDER-ASSESSOR

13. Authorize the County Clerk-Recorder-Assessor to execute the first amendment to an agreement with Harold W. Bertholf, Inc. in an amount not to exceed \$12,645 for geothermal and power plant property appraisal services, for a new not to exceed contract total of \$116,317, with an end date of July 31, 2014.

CONSENT CALENDAR (Continued)

COUNTY ADMINISTRATOR

14. Authorize the County Administrator to approve contracts for federal advocacy services, amend the contracts to allow for additional expenses not to exceed \$10,000, and contract renewal for:
 - (A) Van Scoyoc Associates for a term of July 1, 2014 – June 30, 2017 at a rate of \$5,000 per month or \$60,000 annually to provide federal legislative advocacy related to health services, transportation, and tribal issues, to include overall legislative coordination and strategy;
 - (B) Alcalde and Fay for a term of July 1, 2014 – June 30, 2017 at a rate of \$4,500 per month or \$54,000 annually to provide federal legislative advocacy related to parks, natural resources, general needs; and
 - (C) Bluewater Strategies for a term of July 1, 2014 – June 30, 2017 at a rate of \$4,500 per month or \$54,000 to provide federal legislative advocacy related to energy policy and programs, including renewable resources.
15. Adopt a Resolution approving and authorizing the Chair to execute a Guaranty in favor of First Community Bank, in substantially the form presented to the Board, to secure payment by the Sonoma Clean Power Authority of amounts due under a \$2,500,000 line of credit provided by First Community Bank.
16. Amend the Fiscal Year 2014-15 legislative platform to support restoration of emergency shelter grant and other affordable housing funding.
17. Delegate authority to the County Administrator to approve a contract with Blue Sky Consulting Group for \$88,470 ending December 31, 2014 for research on living wage and options to address poverty.

COUNTY COUNSEL

18. Approve and authorize the Chair to execute the Legal Services Agreement between the Sonoma Clean Power Authority and the Office of the Sonoma County Counsel, and approve and authorize the Chair to execute a related conflict-of-interest waiver (\$100,000, agreement expires June 30, 2017).

COUNTY COUNSEL/HUMAN RESOURCES

19. Authorize County Counsel to execute an amendment to the legal services agreement with the Law firm of McNamara, Ney, Beatty, Slattey, Borges & Ambacher LLP, for tort defense legal services, for a thirty-six (36) month term from July 1, 2014 through June 30, 2017, in an amount not to exceed \$500,000. (4/5 vote required.)

FIRE AND EMERGENCY SERVICES

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

GENERAL SERVICES

21. Authorize the Chair to execute an agreement with VFA, Inc., to provide consulting services for condition assessments of County-owned General Government facilities for \$342,731 with the agreement beginning on July 1, 2014.

CONSENT CALENDAR (Continued)

22. Authorize the General Services Director to execute the contract amendment extending the role of the Certification Agent and the agreement between the County of Sonoma and the Town of Windsor for the Windsor Efficiency PAYS Program. The amended expiration date of the program will be June 30, 2015 or upon completion of projects for 2,000 customers, whichever comes first. (Fourth District)

GENERAL SERVICES/HEALTH SERVICES

23. New lease for 2250 Northpoint Blvd. - Authorize the:
- (A) Clerk to publish a notice, declaring the Board's intention to execute a lease with Santa Rosa Northpoint Associates, LLC (Landlord), comprised of approximately 9,683 sq. ft. of office space, located at 2250 Northpoint Boulevard, Santa Rosa, for the Department of Health Services Driving Under the Influence Program, for an initial rate of \$1.30 per sq. ft. (approximately \$12,588 per month, or \$113,291 per year), which is subject to adjustment as more particularly described in the proposed lease, for a 63-month initial term with two, 5-year extension options.
 - (B) General Services Director to execute a letter-agreement whereby the Landlord of said building will prepare architectural construction drawings and apply for building permits prior to potential execution of the proposed lease by the County.

GENERAL SERVICES/SHERIFF'S OFFICE

24. Siri Road Poole Ridge Communications Site Ground Lease -
- (A) Declaring intent to execute a ground lease between the County of Sonoma and landowners Robert J. Booth and Pamela M. Powell for installation and operation of communications improvements at the Poole Ridge telecommunications site located at 21789 Siri Road in the unincorporated area of Guerneville, Sonoma County, for an initial term of ten (10) years at an annual rental cost of \$37,391, with six (6) extension options of five (5) years each.
 - (B) Directing the Clerk of the Board to publish a Notice of Intent pursuant to Government Code section 25350 to execute such lease agreement.

HEALTH SERVICES

25. Adopt an Ordinance amending Chapter 32 (Ordinance Regulating Smoking and Secondhand Smoke) of the Sonoma County Code prohibiting electronic smoking devices in certain public places and making other conforming changes. (Second Reading – Ready for Adoption)
26. Authorize the Director of Health Services to execute an agreement with Daniel Famini, DVM for veterinary services in the County animal shelter for the period July 1, 2014 to June 30, 2017 in an amount not to exceed \$312,000.
27. Authorize the Director of Health Services to execute an agreement with Family Service Agency of Marin, a Division of Buckelew Programs, to receive revenue of \$63,000 to develop and operate a Sonoma County Consumer-Operated Warmline (phone service support) Program with a revenue term end date of June 30, 2014.

CONSENT CALENDAR (Continued)

28. Adopt a Resolution delegating authority to the Director of Health Services, or designee, to accept approximately \$57 million in state and federal funding allocations for the County of Sonoma and execute revenue agreements received in Fiscal Year 2014-15 as necessary to receive revenue.
29. Authorize the Director of Health Services to execute agreements for mental health and substance use disorder services with a term beginning in Fiscal Year 2014-15 and ending no later than June 30, 2017, for a Fiscal Year 2014-15 not to exceed amount of \$34,738,400; and, Authorize the Director of Health Services to execute support services agreements for behavioral health services with a term beginning in Fiscal Year 2014-15 and ending no later than June 30, 2017, for a Fiscal Year 2014-15 not to exceed amount of \$2,258,209.
30. Authorize the Director of Health Services to execute the third amendment to the agreement with Drug Abuse Alternatives Center for the provision of human immunodeficiency virus (HIV) and hepatitis C virus (HCV) outreach, education, and testing services, increasing the contract by \$27,582, resulting in a new total not to exceed amount of \$774,697, for the contract period October 1, 2011 through June 30, 2016, with the option to increase the contract amount in Fiscal Year 2014-15 and Fiscal Year 2015-16 by an amount not to exceed \$50,000 per year, up to a total contract amount not to exceed \$874,697.
31. Authorize the Director of Health Services to execute:
- (A) Intergovernmental Transfer Agreement with the California Department of Health Care Services to transfer \$2,049,848 from the Sonoma County Department of Health Services to the California Department of Health Care Services with term of July 1, 2012 through September 30, 2014.
 - (B) Intergovernmental Transfer Assessment Fee Agreement with the California Department of Health Care Services to transfer \$409,970 from the Sonoma County Department of Health Services to the California Department of Health Care Services.
 - (C) Fourth Amendment to the Partnership HealthPlan of California Health Plan Provider Agreement adding Exhibit G to provide IGT payments of approximately \$3,973,745 to the Sonoma County Department of Health Services to provide health services with a term of July 1, 2012 through October 31, 2015.
 - (D) Memorandum of Understanding with Partnership HealthPlan of California, subsequent to review and approval by the Partnership HealthPlan Board, that sets forth programs and additional health services to be provided to Medi-Cal beneficiaries by the Department of Health Services as part of the Partnership HealthPlan of California system of care.

HUMAN RESOURCES

32. Authorize the Director of Human Resources to execute Amendment No. 3 to the Administrative Services agreement with Anthem Blue Cross for third party claims administration and provider network access for the County of Sonoma Health Plans, for the term June 1, 2014 to May 31, 2015, which includes a 4% increase in the rate to \$50.04 per enrollee per month, with an estimated annual cost of \$958,366.

CONSENT CALENDAR (Continued)

33. Authorize the Director of Human Resources to execute an amendment to the Employee Relations, Inc. service agreement for pre-employment background services extending the contract term through June 30, 2015, and maintaining the current agreement amount of \$110,000 for the period of July 1, 2014 through June 30, 2015.

HUMAN SERVICES

34. Authorize the Director of Human Services to sign:
- (A) An amendment to increase the contract amount with Community & Family Services Agency for direct client services, from \$25,000 to \$50,000; no change to the original term (July 1, 2012 and ending June 30, 2014).
 - (B) Adult & Aging Division vendor contracts for the term of July 1, 2014 ending June 30, 2016 for direct services for five contracts: Brabetz Inc. for \$50,000, Council on Aging for \$50,000, Janelle Melvin-Macrae for \$50,000, Community & Family Services Agency for \$50,000, and Lifeline for \$75,000 for a total of \$275,000.

PROBATION

35. Adopt a Resolution authorizing the Chief Probation Officer to execute an agreement with the California Department of Corrections and Rehabilitations (CDCR) for diagnostic treatment services and temporary detention for case referrals from the Juvenile or Criminal Courts for a term to begin from July 1, 2014 through June 30, 2016 in an amount not to exceed \$399,616.
36. Authorize the Chief Probation Officer to execute amendments for several existing Memorandums of Understanding (MOU) and Professional Services Agreements pertaining to local AB 109 Public Safety Realignment programs and services. The various amendments extend the terms of each agreement to June 30, 2015, and increase their respective funding and payment limits, as follows: Sonoma County Office of Education MOU for Adult GED Preparation and Testing Services (\$25,000); Voorhis/Robertson Justice Services, LLC, contract for Pre-Trial Services consulting (\$51,120); Inter-Faith Shelter Network (\$50,000) and Shaniah Homes, Inc. (\$8,400) contracts for transitional housing; and the Superior Court MOU covering both mental competency assessments (\$97,125) and the DUI Treatment Court program (\$245,913).

SHERIFF'S OFFICE

37. Authorize the Sheriff to execute an amendment to the agreement for Blood Draw Services with American Medical Response West, doing business as Sonoma Life Support, to extend the term for one year through June 30, 2015.
38. Authorize the Sheriff to execute the agreement with Support Our Students Counseling Services to provide diversion and counseling services to juveniles residing in Windsor, in the amount of \$60,000 for Windsor Youth and Family Services from July 1, 2014 to June 30, 2016. (Fourth District)
39. Authorize the Sheriff-Coroner to execute the agreement with Pleasant Hills Memorial Park and Mortuary for cremation and burial services for the term of July 1, 2014 to June 30, 2017 for an amount not to exceed \$100,000.

CONSENT CALENDAR (Continued)

40. Approve and authorize the Sheriff to execute Amendment No. 2 to the agreement with NMS Labs, Inc., (NMS) for Forensic Toxicology Testing Services to extend the agreement until December 31, 2014.

TRANSPORTATION AND PUBLIC WORKS

41. Authorize the Chair to execute Amendment No. 2 to the Amended and Restated Solid Waste Collection Franchise Agreement By and Between the County of Sonoma and Redwood Empire Disposal Sonoma County, Inc. to: (1) pay for expanded dead animal collection services and street sweeping services; and (2) increase the franchise fee from 10% to 11% to be more consistent with other jurisdictions.
42. Approve and authorize the Chair to sign an amendment to the agreement with Creegan + D'Angelo Engineers for engineering services related to the Laughlin Road Bridge Replacement Project extending the term through June 30, 2018. (Fourth District)
43. Adopt a Resolution establishing all-way stop controls at the intersection of East Napa Street (#5506) and Eighth Street East (#5502). (First District)

MISCELLANEOUS

44. Approve the Minutes of the Meeting of May 20, 2014 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and Approve the Minutes of the Meeting of May 20, 2014 for the Sonoma Valley County Sanitation District.

APPOINTMENTS/REAPPOINTMENTS

(Item 45)

45. Adopt a Resolution appointing Greg Jahn as the Public Member of the Sonoma County Treasury Oversight Committee expiring in 2015. (Auditor-Controller-Treasurer-Tax Collector)

IV. REGULAR CALENDAR

(Items 46 through 55)

ECONOMIC DEVELOPMENT BOARD

- 46. Accept the 2013 Annual Report for the Economic Development Board.
- 47. Accept and approve the “Creative Sonoma” Arts Action Plan and recommendations and authorize the Economic Development Board to proceed with next steps to implement the first phase of the plan to promote the arts and strengthen the Sonoma County Creative Economy.

GENERAL SERVICES

- 48. Adopt a Public Art Policy and Guidelines for County-owned, controlled and/or leased facilities.

HEALTH SERVICES

- 49. Adopt the Mental Health Services Act Annual Update Fiscal Year 2012-13 and Expenditure Plan Fiscal Year 2014-15.

TRANSPORTATION AND PUBLIC WORKS

- 50. Adopt a Resolution introducing, reading title of and waiving further reading of an ordinance prohibiting parking on Alexander Valley Road (#9902) beginning at the westerly end of the Jim Town Bridge and extending in a westerly direction along the southerly side of the road for a distance of 900 feet (PM 12.46 to PM 12.63). (Fourth District) (First Reading)
- 51. Adopt a Resolution introducing, reading title of and waiving further reading of an ordinance establishing a No Parking zone on East Napa Street (#5506) at its intersection with Eighth Street East in Sonoma. (First District) (First Reading)

SONOMA COUNTY WATER AGENCY

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

- 52. Pursuant to Government Code § 7522.56 approve the appointment of Rolland Domer as a Senior Network Analyst (Retiree Extra Help) in order to fill a critically needed position within 180 days of his retirement, with an appointment date as early as August 9, 2014.

HEALTH SERVICES

- 53. Pursuant to Government Code §7522.56, approve the appointment of Ms. Erica Palazzo, who possesses critical skills related to closing of the fiscal year and launch of the Enterprise Financial System, as a Supervising Accountant, Retiree Extra-Help, in order to fill a critically needed position within 180 days of her retirement, with an appointment date as early as June 25, 2014.

REGULAR CALENDAR (Continued)

BOARD OF SUPERVISORS

54. Approve a fee waiver in the amount of \$1,675 for permit fees associated with Lifeschool's event for children's educational wilderness activities on August 9, 2014. (Fifth District)
55. Approve Board Sponsorship in the amount of \$3,406 for the cost share of facilitation services relating to the status of the Burbank Housing Sea Ranch Apartments. (Fifth District)

V. CLOSED SESSION CALENDAR

(Items 56 through 63)

56. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Title: Agricultural Commissioner (Govt. Code Section 54957(b)(1)).
57. The Board of Supervisors 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)).
58. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Pending Litigation – Name of Case: Hollynn Delil v. County of Sonoma, U.S. Northern District Court Case No. C13-0423 and No. 14-00445 (Govt. Code Section 54956.9(d)(1)).
59. 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)).
60. 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)).
61. 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)).
62. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiator, Property: 7945 River Road, Forestville, APN 083-020-059, Agency Negotiator: Grant Davis, General Manager, Sonoma County Water Agency, Negotiating Parties: Seller - Sonoma County Water Agency; Buyer – Bartolomei, Tommervik Bartolomei Properties, LLC, Under Negotiation: Price and terms and conditions of potential sale of easement (Govt. Code Section 54956.8).
63. 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)).

VI REGULAR AFTERNOON CALENDAR

(Items 64 through 68)

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

- 64. Report on Closed Session.
- 65. **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.)
- 66. 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

PERMIT AND RESOURCE MANAGEMENT

- 67. **2:10 P.M. – PLP08-0021 – (FIFTH DISTRICT)**
 - a) APPLICANT: Ratna Ling Retreat Center, c/o Jack Petranker
 - b) APPELLANT: Ward Anderson
 - c) LOCATION: 35755 and 36000 Hauser Bridge Road, Cazadero
 - d) ASSESSOR’S PARCEL NO.: 109-230-024 and -018
 - e) ENVIRONMENTAL DOCUMENT: Subsequent Mitigated Negative Declaration
REQUEST: Re-open the public hearing for the limited purpose of considering proposed revisions to the Conditions of Approval of a Use Permit.

68. ADJOURNMENTS

NOTE: The next regular meeting will be held on July 22, 2014.

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

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



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 24, 2014

Vote Requirement: No Vote Required

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor David Rabbitt – 707/565-2241

Supervisorial District(s):

Second District

Title: Gold Resoution

Recommended Actions:

Approve Gold Resolution Honoring and Commending Chaplain Herb Louden as 2013 Sonoma County Veteran of the Year.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

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



County of Sonoma
State of California

Date: June 24, 2014

Item Number: 1

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Honoring and Commending Chaplain Herb Louden for Being Recognized as the United
Veterans Council 2013 Veteran of the Year**

Whereas, Chaplain Herb Louden, age 96, is currently affiliated with the Pearl Harbor Survivors North Bay; and

Whereas, for decades Chaplain Louden served as the Pearl Harbor Survivors' chaplain, during the last decade of which he served not only the local chapter but also as California State Chaplain and National Chaplain; and

Whereas, in this capacity Chaplain Louden traveled many miles to conduct the funerals of Pearl Harbor Survivors across the country; and

Whereas, Chaplain Louden presently serves as president of Pearl Harbor Survivors North Bay, as he has also done in the past; and

Whereas, Chaplain Louden, along with fellow Survivors has visited schools around the country to give students a first-hand glimpse of what it was like to make history on the very threshold of World War II; and

Whereas, Chaplain Louden is a god-fearing man of peace who prays that his country will Remember Pearl Harbor and practice the lessons learned.

Now, Therefore, Be It Resolved, that the Sonoma County Board of Supervisors does hereby honor and commend Chaplain Herb Louden for his dedicated service to his fellow Survivors and other veterans in the County of Sonoma and thanks him for all he has accomplished to become United Veterans Council 2013 Veteran of the Year.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: No Vote Required

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt – 707/565-2241

Supervisorial District(s):

Second District

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution Honoring and Commending Commander Steve Kemmerle as 2014 Sonoma County Veteran of the Year

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

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



County of Sonoma

State of California

Date: June 24, 2014

Item Number: 2

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Honoring and Commending Commander Steve Kemmerle as
2014 Sonoma County Veteran of the Year**

Whereas, Commander Steve Kemmerle is currently affiliated with The American Legion;
and

Whereas, Commander Kemmerle is associated with various civic groups of the City of
Petaluma as well as the Petaluma Historical Museum and the City of Petaluma as
“Organizer” of the annual Veterans Day Parade; and

Whereas, Commander Kemmerle has been actively engaged as the primary organizer of
the annual Petaluma Veterans Day Parade for the past several years, guiding it to
become the largest Veterans Day Parade in Northern California, if not the whole state,
having grown to 200 entries with a crowd estimated at over 40,000 with people coming
from all over to witness this great parade; and

Whereas, Commander Kemmerle is an “unsung hero”, volunteering hundreds of hours
each year to arrange this parade and secure entries of the various veterans
organizations, schools and civic organizations; and

Whereas, Commander Kemmerle arranges for the local Military Vehicle Organization to
provide transportation as necessary for our veterans who cannot walk the parade
distance and the “vintage Warbirds” that perform the flyovers; and

Whereas, Commander Kemmerle wants to remind our civilian population how our men
and women set aside their civilian pursuits to serve their nation’s cause, defending the
freedom of mankind and preserving our American heritage and has gone Above and
Beyond with his dedication towards the success of this Veterans Day Event each year.

Now, Therefore, Be It Resolved, that the Sonoma County Board of Supervisors does
hereby honor and commend Commander Steve Kemmerle as 2014 Sonoma County
Veteran of the year, and also thanks him for his dedicated service to his hometown of
Petaluma and the County of Sonoma.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): BOS

Staff Name and Phone Number:

Supervisor Efren Carrillo 565-2241

Supervisorial District(s):

Fifth

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution honoring the Boys and Girls Club of Central Sonoma County for their selection as the Best Overall Program for Boys and Girls Clubs of America. (Fifth District)

Executive Summary:

None.

Prior Board Actions:

None.

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

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):			
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:			
Gold Resolution.			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma

State of California

Date: June 24, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Congratulating The Boys & Girls Club Of Central Sonoma County For Being Selected As The Best Overall Program At The National Conference Of Boys & Girls Clubs Of America

Whereas, The Boys & Girls Club of Central Sonoma County serves nearly 6,000 Sonoma County children with programs directed to building self esteem, civic engagement, and encouraging measurable gains in school success as well as keeping children engaged in safe and healthy activities; and

Whereas, at the Boys & Girls Clubs of America's 108th National Conference, The Boys & Girls Club received the inaugural Honor Award for Innovation in Safety for their efforts to keep our communities' children safe, and awards in the areas of Health and Life Skills for their REACH program and Leadership for their Character Builders program; and

Whereas, on the last day of the National Conference, the Boys & Girls Club of Central Sonoma County was selected as the Best Overall Program in the United States; and

Whereas, under the leadership of Jennifer and Jason Weiss, Chief Executive Officers, the Boys & Girls Club has consistently expanded their service area and outreach to benefit at risk children, offering critical services at many Sonoma County schools, with 23 clubs, and recently expanding into our Juvenile Hall; and

Whereas, every day for the past sixty years, the Boys & Girls Club team has worked to impact the lives of Sonoma County children, always mindful of their vision to bring hope and opportunity to every child in Sonoma County.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma commends the Boys & Girls Club of Central Sonoma County for their service, leadership, and successful impact, measurable gains, and positive outcomes for our community's children.

Be It Further Resolved that the Board of Supervisors congratulates the Boys & Girls Club of Central Sonoma County on their recognition as Best Overall Program nationwide.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:

David Koch, 565-2168

Supervisorial District(s):

Countywide

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

Recommended Actions: Adopt a Resolution proclaiming the week of July 13 – July 19, 2014 as Pretrial, Probation, and Parole Supervision Week in Sonoma County.

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

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

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

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

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

Prior Board Actions:

6/25/13: Board Resolution No. 13-0253

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

None.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Resolution.

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

None.



County of Sonoma

State of California

Date: June 24, 2014

Item Number: 4

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing Staff of the Sonoma County Probation Department For Exemplary Service During National Pretrial, Probation and Parole Supervision Week

Whereas, Probation supervision is an essential service for Sonoma County and the public safety system; and

Whereas, Probation staff uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

Whereas, Probation staff are responsible for conducting investigations and completing disposition reports, diverting in excess of 1200 youth from the juvenile justice system annually, and on a daily basis supervising over 2800 adult offenders and pretrial defendants, and nearly 500 youth on probation, in placement, on community detention, and in juvenile institutions; and

Whereas, Probation staff hold adult offenders and delinquent youth responsible for their actions and enforce accountability with suitable incentives and sanctions; and

Whereas, Probation staff protect public safety with care and concern – they are trained professionals who provide supervision and treatment resources to protect and help people, families, and communities address the problems that drive crime;

Whereas, Probation staff work in partnership with justice system stakeholders, law enforcement and community agencies towards a shared vision of a safer community; and

Whereas, Probation staff respect victims' rights and work to provide services and protection for victims; and

Whereas, Probation staff advocate for the restoration of communities harmed by crime and delinquent behavior; and

Resolution #

Date:

Page 2

Now, Therefore, Be It Resolved that the Board of Supervisors hereby proclaims July 13 – July 19, 2014 as PRETRIAL, PROBATION and PAROLE SUPERVISION WEEK in Sonoma County, and extends their gratitude on behalf of a thankful and supportive community to all Probation Officers, Juvenile Correctional Counselors, and Department staff.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: No Vote Required

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt, 707/565-2241

Supervisorial District(s):

Second District

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution Honoring Alex Waters for Achieving the Rank of Eagle Scout

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

--

Attachments:

--

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

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County of Sonoma
State of California

Date: June 24, 2014

Item Number: 5

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Honoring Alex Waters for Achieving the Rank of Eagle Scout**

Whereas, the Boy Scouts of America have a long and impressive history of preparing young men to assume responsibility in their communities; and

Whereas, Alex Waters is a member of troop 74, has worked diligently and has earned 33 merit badges serving in several position of responsibility including Patrol Leader for three years and as Senior Patrol leader at summer camp twice, worked two summers leading young scouts at Camp Marin Sierra and one summer at Camp Tamarancho; and

Whereas, Alex is a member of the Order of the Arrow and won five gold medals and two silvers medals at a KOA Jamboree as well as serving as a Nature Giea at Philmont Scout Ranch, earned the World Conservation Award and participated in a C.O.P.E. course; and

Whereas, Alex has participated in two 50 miler expeditions, including a trek of 82 miles at Philmont Scout Ranch in Northern New Mexico and has hiked five of the Rim Rover mountains in the Bay Area; and

Whereas, Alex has volunteered his time with several local community organizations, including COTS, Art in the Park, Art in the Square, Memorial Day Flag Raisings and assisted other scouts with their Eagle Scout projects; and

Whereas, Alex's Eagle Scout Project consisted of leading a team to build two erosion stopping retaining walls at Helen Putnam State Park.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors commends Alex Waters on joining the outstanding group of Eagle Scouts; and

Be It Further Resolved that the Sonoma County Board of Supervisors appreciates the effort which went into achieving that goal and anticipates Alex Waters will have the heart and spirit of the Eagle throughout his adult life.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: No Vote Required

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt, 707/565-2241

Supervisorial District(s):

Second District

Title: Gold Resolution

Recommended Actions:

Gold Resolution Honoring Nathan Culver for Achieving the Rank of Eagle Scout

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

--

Attachments:

--

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

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County of Sonoma

State of California

Date: June 24, 2014

Item Number: 6

Resolution Number: _____

4/5 Vote Required

Resolution of The Board Of Supervisors of The County of Sonoma, State of California, Honoring Nathan Culver for Achieving the Rank of Eagle Scout

Whereas, the Boy Scouts of America have a long and impressive history of preparing young men to assume responsibility in their communities; and

Whereas, Nathan Culver is a member of troop 74, has worked diligently and completed his Eagle Scout by the age of 17 earning 30 Merit Badges and serving in several positions of responsibility including three terms as Troop Quartermaster, Troop Instructor, Troop Guide, Senior Patrol Leader, and most recently, Junior Assistant Scoutmaster; and

Whereas, upon Nathan's attending at least five separate Summer Camps with Troop 74, Nathan completed four 50 miler expeditions, including a trek of over 80 miles at Philmont Scout Ranch in Northern New Mexico where he served as Crew Leader; and

Whereas, Nathan is an active member of the Petaluma Community contributing at least twenty-three community service projects, including eleven of his fellow scout's Eagle Service Projects, volunteering to pack and distribute food to the needy at the Committee on the Shelterless, beach clean-ups at Salmon and Bodega Dunes beaches, and paying respect to our Nations's veterans by assisting in five Memorial Day flag raising ceremonies; and

Whereas, Nathan fulfilled the leadership requirement for his own Eagle Scout project when he planned, coordinated and provided leadership to his troop to demolish and remove the tree planter, extract the asphalt, and reclaim over 200 bricks from St. John's Episcopal Courtyard in service to the community and the patron's of the church.

Now, Therefore, Be It Resolved, that the Board of Supervisors commends Nathan Culver on joining the outstanding group of Eagle Scouts; and

Be It Further Resolved that the Sonoma County Board of Supervisors appreciates the effort which went into achieving that goal and anticipates Nathan Culver will have the heart and spirit of the Eagle throughout his adult life.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Dale Roberts 547-1979

Supervisorial District(s):

All

Title: Sonoma County Low Temperature Geothermal Resource Assessment

Recommended Actions:

Adopt Resolution authorizing the Water Agency's General Manager to file a grant application with the California Energy Commission for up to \$1 million for the Sonoma County Low Temperature Geothermal Resource Assessment Project; and authorize General Manager to enter into an agreement with California Energy Commission to accept funding to conduct this project.

Executive Summary:

This agenda item would authorize the Sonoma County Water Agency's (Water Agency) General Manager to file a grant application for the Sonoma County Low Temperature Geothermal Resource Assessment Project (Project) under the California Energy Commission's (CEC) Local Government Geothermal Resources Revolving Subaccount in the General Fund. As a requirement of the CEC's grant program, this agenda item would also authorize General Manager to enter into an agreement with the CEC. The immediate goal of the Project would be to quantify the geothermal resource within select areas within Sonoma County and to define its relationship to the groundwater system. The streamlined approach to assess hydrogeologic and geothermal resources together would benefit other communities in California by establishing a basic framework and template for conducting such surveys.

HISTORY OF ITEM/BACKGROUND

The California Legislature established the Geothermal Resources Development Account (GRDA) in 1980 (Public Resources Code section 3800 et seq.). It created GRDA as the source of funding to promote the assessment of new or existing geothermal resources and technologies. The funds for this account come from revenues paid to the United States government by geothermal developers for leases on federal land in California. Eligible private entities and local jurisdictions can qualify for assistance in geothermal research, development, demonstration, commercialization, planning, mitigation, and environmental enhancement projects.

CEC has opened a new funding opportunity through its GRDA Program. CEC intends to grant \$5.8 million

on a competitive basis for projects that promote the development of geothermal resources and technologies. The program requires a minimum 20% cost share. The Water Agency's service area is located within or near one of the nation's largest known geothermal resource areas. Sonoma County's well-recognized geothermal assets have been the subject of exploration for commercial purposes since the mid-19th century. In that time, a variety of different projects have exploited the high intensity thermal properties within the county, most particularly at the Geysers for the production of electricity. The Geysers are one of approximately one hundred viable commercial dry heat geothermal projects presently producing power on the planet.

Apart from the Geysers, geothermal projects on other public properties in the region, specifically those suited to potential generation of electricity or potential use of geothermal resources for heating and cooling, have never been significantly investigated. Sonoma County's world-class geothermal resources require further investigation to determine the feasibility of specific projects on public lands, as well as their potential scale and cost. Working with its partner the University of California at Davis (UC Davis) California Geothermal Energy Collaborative led by Research Director Dr. William Glassley, the Water Agency plans to conduct a focused resource survey (mapping, analysis, and geophysical modeling) to determine the extent and possible energy value of the low intensity geothermal assets of Sonoma County.

The survey would investigate the proximity of the Water Agency and other public agency lands (such as County of Sonoma General Services) to known geothermal resources, using prior CEC low-temperature evaluations, to select sites for possible implementation of an in-depth evaluation of Sonoma County's low-temperature geothermal capacity. The survey would collect samples from up to 1,000 wells on public lands throughout Sonoma County and analyze temperature, water availability, and geochemical properties. Results of the temperature and chemistry survey would be used to develop a database and a model that would demonstrate temperature and distribution gradients. Using these tools, we would then apply highly focused aerial survey technologies such as establishing magneto-telluric (MT) station network throughout the study region to determine the most promising geothermal gradients within the survey boundaries. The intent is to determine the thermal qualities, resource dimension and possible resource longevity under use, and form a commercially meaningful understanding of the energy-producing potential of low-temperature geothermal assets in Sonoma County. If sufficient energy-producing potential exists, the Water Agency, and other public agencies such as the County of Sonoma General Services, could investigate the feasibility of specific projects using the low-temperature resources.

The cost of the assessment is estimated to be up to \$1 million over a two-year grant period. The grant requires a minimum 20% cost share (\$200,000). If awarded the grant, the Water Agency and its partners (UC Davis and others pending) would identify funding for the cost share. Some portion of the cost share is anticipated to come from federal funding that UC Davis expects to receive from the National Science Foundation to establish the Center for Geothermal Energy Resources. If necessary, the Water Agency would appropriate revenues in the Renewable Energy/Sustainability Fund for Fiscal Year 2014/2015 and subsequent years for its part of the cost share. If funding is awarded, Water Agency staff will return to the Board to provide further information on funding the Water Agency's cost share, if necessary, and to request authorization to execute a grant agreement with the state.

The proposed Project aligns with the Water Agency’s Water Supply Strategy Seven, Take Advantage of Energy and Water Synergies Immediate Action Three: Pursue state and federal funding for energy efficiency and renewable energy projects. Furthermore, it complements the Water Agency’s Energy Policy. One element of which states “Develop Renewable Energy Sources - The Water Agency will continue to develop projects that reduce the carbon intensity of its power supply. Projects could include solar, wind, wave, geothermal, anaerobic digestion, or pyrolysis energy systems.”

The Water Agency would serve as the project manager for the grant. Grant administration is reimbursable from the grant and includes compliance with grant provisions, quarterly financial and narrative reporting, and invoicing.

Water Agency staff request that the Board approve submittal of the full grant application. A resolution from the applicant’s governing board authorizing the General Manager to file an application is required as part of the grant application. The grant solicitation requires that the application include a resolution authorizing the General Manager to enter into an agreement with California Energy Commission. However, since many details of the agreement are under development and uncertain as the grant application is being prepared, Water Agency staff will return to the Board for its authorization to execute the final agreement, if approved for funding by the California Energy Commission.

Prior Board Actions:

None

Strategic Plan Alignment Goal 3: Invest in the Future

By assessing the geothermal and hydrogeologic resources in the region, the community would be able to transparently and cost effectively pursue the development of these resources.

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	\$	Water Agency Gen Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 0	Total Sources	\$ 0

Narrative Explanation of Fiscal Impacts (If Required):

The Water Agency and its partners will identify the required cost share (minimum \$200,000 amongst all partners) pending preliminary notice of grant award, and the Water Agency would appropriate revenues in the Fiscal Year 2014/2015 budget for the Renewable Energy & Sustainability Fund (672808) as necessary.

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:

Example Grant Agreement Terms and Conditions



County of Sonoma
State of California

Date: June 24, 2014

Item Number: 8

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency Authorizing The General Manager To File A Grant Application Of Up To \$1 Million For The Sonoma County Low Temperature Geothermal Resource Assessment Project. (All Districts)

Whereas, a careful assessment of geothermal resources in Sonoma County may provide benefits to the Sonoma County Water Agency (Water Agency) by allowing the Water Agency to develop renewable energy projects and offset the Water Agency's own energy demands; and

Whereas, funds are available from the Local Government Geothermal Resources Revolving Subaccount in the General Fund through the California Energy Commission (CEC) for grants and loans to local governments for geothermal-related activities; and

Whereas, CEC has established the procedures and criteria necessary to review grant applications; and

Whereas, said procedures and criteria established by CEC require a resolution certifying the approval of application by the Applicant's governing body before submission of said application to the State of California; and

Whereas, the Water Agency wishes to investigate the feasibility of development of the low intensity geothermal assets of Sonoma County; and

Whereas, geothermal energy is indigenous to Sonoma County, and its careful development may provide benefits to the local community in the form of jobs and reduced fuel costs; and

Whereas, the Water Agency recognizes that it is in the interest of the regional, state, and national economy to develop alternative energy resources to reduce greenhouse gas emissions; and

Whereas, the Water Agency intends to apply for a grant to implement the Sonoma County Low Temperature Geothermal Resource Assessment Project; and

Resolution #

Date:

Page 2

Whereas, the Water Agency, if selected, intends to enter into an agreement with the State of California to carry out the Sonoma County Low Temperature Geothermal Resource Assessment Project.

Now, Therefore, Be It Resolved, that the Board of Directors hereby finds, determines, certifies, and declares as follows:

1. The General Manager of the Sonoma County Water Agency, or his designee, is hereby authorized to file a grant application of up to \$1 million for the Sonoma County Low Temperature Geothermal Resource Assessment Project under the Local Government Geothermal Resources Revolving Subaccount in the General Fund through the California Energy Commission.

2. The General Manager of the Sonoma County Water Agency, or his designee, is hereby authorized to execute a grant agreement with the State of California in substantially the form on file with the Clerk, with such changes as are approved by County Counsel as to form, prepare the necessary data, conduct investigations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the application for or management and administration of the grant.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Cordel Stillman (707) 547-1953

Supervisory District(s):

All Districts

Title: Climate Adaptation

Recommended Actions:

Authorize Chair to execute an agreement with CH2M HILL to provide consulting services related to climate change planning for the amount of \$70,000; agreement terminates on June 15, 2015.

Executive Summary:

HISTORY OF ITEM/BACKGROUND

The Sonoma County Water Agency (Water Agency) is developing a work plan designed to address potential impacts to its infrastructure and operations from climate change. The plan will assess the Water Agency's water supply, flood control, and sanitation infrastructure and operations in order to identify threats to infrastructure and operations and develop adaptation strategies to reduce vulnerabilities created by climate change.

The work plan will describe the scope of work, timing/phasing of work elements, and estimated costs to: (1) identify threats to the Water Agency's infrastructure and operations; (2) conduct a vulnerability assessment; and (3) develop adaptation strategies to reduce vulnerabilities caused by climate change. The Water Agency requires assistance from consultants in development and implementation of the work plan.

SELECTION PROCESS

On December 16, 2013, a Request for Qualifications was sent to six firms; four responded. Statements of Qualifications were evaluated by three Water agency staff members. The following criteria were used to evaluate each firm:

1. Responsiveness to the work requirements
2. Professional qualifications and overall performance commitment

3. Demonstrated ability to perform the work in accordance with best practices common to the industry
4. Time required
5. Exceptions to agreement terms
6. Local Service Provider Preference (5%)

Based on the evaluations, the following respondents were selected for the list of qualified consultants:

1. Accent, Los Altos, California
2. CH2M Hill, Santa Ana, California
3. Dewberry, Roseville, California
4. Environmental Science Associates, San Francisco, California

For the subject agreement, CH2M Hill (Consultant) was selected to assist the Water Agency staff in developing a climate adaptation work plan because Consultant demonstrated that it has qualified staff and has performed this type of work successfully for other agencies. The Water Agency does not have sufficient staff to perform this important planning work while maintaining existing programs. This list may be used for a future agreement for work plan implementation.

SERVICES TO BE PERFORMED

Under the proposed agreement, the Consultant will define key objectives; identify potential threats through synthesis of climate and hydrologic science; conduct a vulnerability and risk assessment; draft a work plan for identifying, evaluating, and selecting adaptation strategies; develop a schedule and projected cost for implementation of the work plan; and prepare a stakeholder outreach plan.

The cost of services will not exceed \$70,000; the term end date is June 15, 2015.

Prior Board Actions:

None.

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

Safe, Healthy, and Caring Community: This agreement will assist the Water Agency in preparing for the impacts of climate change on its facilities and operations.

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

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

Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 70,000	Water Agency Gen Fund	\$ 70,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 70,000	Total Sources	\$ 70,000
Narrative Explanation of Fiscal Impacts (If Required):			
FY 2013/2014 appropriation of \$70,000 is from the general fund. No additional appropriation is required.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A			
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
None.			
Related Items "On File" with the Clerk of the Board:			
Agreement (4 copies).			

db\\S:\CL\Agenda\agrees\06-24-2014 WA Climate Adaptation_summ.docm

CF/10-0-21 CH2M Hill (Agree for Climate Adaptation Plan)
TW 13/14-097 (ID 4998)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Connie Barton/547-1905

Supervisorial District(s):

All

Title: Socioeconomic Analysis Support for the Fish Flow Project

Recommended Actions:

Authorize General Manager to execute an agreement with M.Cubed, Inc. to provide environmental consultation for the Russian River Flow Project Environmental Impact Report for the amount of \$150,000; agreement terminates on April 1, 2017.

Executive Summary:

This item requests approval for the General Manager to execute an agreement with M.Cubed, Inc. (\$150,000 through April 1, 2017) for environmental consultation services.

HISTORY OF ITEM/BACKGROUND

The 2008 National Marine Fisheries Service Russian River Biological Opinion requires the Sonoma County Water Agency (Water Agency) to petition the State Water Resources Control Board (State Water Board) to modify existing minimum instream flow requirements in the Water Agency's water right permits and to prepare the necessary California Environmental Quality Act documents for the petition. The Water Agency filed the required petition with the State Water Board in September 2009 and issued a Notice of Preparation of an Environmental Impact Report for the Fish Habitat Flows and Water Rights Project (Fish Flow Project) in September 2010. The Fish Flow Project objective is to manage Russian River Project releases to provide instream flows that improve habitat for threatened and endangered fish, while updating the Water Agency's existing water rights to reflect current conditions.

The Fish Flow Project Environmental Impact Report will address the potential environmental impacts associated with the Fish Flow Project including an analysis of socioeconomic impacts. Because of the specific skills and knowledge needed for a socioeconomic analysis of these impacts, the Water Agency requires additional expertise and support to complete the Fish Flow Project Environmental Impact Report.

REQUEST FOR AMENDMENT AUTHORITY

Amendment authority for the Water Agency's General Manager to amend the Agreement for additional services up to \$25,000 has been added as proactive measure in the event that there are more comments on the environmental impact report from the public than expected. This is a high profile, controversial project, making public response difficult to predict. If Water Agency staff had to take additional time to go to the Board to amend the Agreement, then it would likely result in delaying the Final Environmental Impact Report, potentially impacting California Environmental Quality Act compliance deadlines.

SELECTION PROCESS

The Water Agency's Environmental Resources Section staff work on a variety of projects ranging from environmental document preparation to water quality, wildlife and fisheries studies. Environmental Resources Section managers determined that additional consultants will be necessary to complete specialized work that includes analysis of socioeconomic impacts.

On February 9, 2012, the Water Agency issued a Request for Qualifications to 40 consulting firms for a variety of services relating to environmental resources projects including California Environmental Quality Act and National Environmental Policy Act compliance, and invited Statements of Qualifications from those firms interested in providing a variety of services relating to environmental resources projects.

The Water Agency received 20 responses, and used a competitive selection process to create the environmental consultant short list. The minimum qualifications consisted of the firms' work experience, professional qualifications, and quality of work during the selection process. Those firms located within Sonoma County received additional points toward their overall score. Three Water Agency staff members reviewed the Statements of Qualifications, and determined that 19 firms met the minimum qualifications stated in the Request for Qualifications and placed them on a short list for selection when environmental services are needed to complete future projects. On April 26, 2012, Water Agency staff also approved the addition of six months to the life of the above list, extending it to October 26, 2014. This was to account for the lengthy process ultimately required to complete such a large and comprehensive Request for Qualifications. The following six firms from the short list were known to provide the services the Water Agency requires for a socioeconomic study:

- ECORP Consulting, Inc., Rocklin, California
- GHD, Santa Rosa, California
- Horizon Water and Environment, Oakland, California
- M Cubed, Oakland, California
- Parsons, Walnut Creek, California
- URS Corporation, San Francisco, California

M.Cubed, Inc., Oakland, California, (Consultant) was selected from this short list to perform work assessing the potential direct economic impacts and benefits resulting from the implementation of the Fish Flow Project and Alternatives for the project, including two "No-Project" Alternatives, to communities and water customers in the Water Agency's service area.

The Consultant was selected because of Consultant’s extensive experience working on complex analyses related to socioeconomic impacts and the California Environmental Quality Act. The Consultant also has extensive experience related to water supply. Additionally, the Consultant provided a reasonable schedule and they did excellent work on two previous Water Agency projects, the Water Supply Transmission and Reliability Project and the Water Supply and Transmission System Project. Due to this experience and Consultant’s excellent track record in creating thorough and legally defensible California Environmental Quality Act documents, Water Agency’s staff propose the selection of Consultant to perform the socioeconomic analysis in support of the Fish Flow Environmental Impact Report.

SERVICES TO BE PERFORMED

Under the proposed Agreement, Consultant will:

1. Support the Water Agency’s efforts to complete the socioeconomic analysis for the Fish Flow Project Environmental Impact Report.
2. Assess the potential direct economic impacts and benefits resulting from the implementation of the Fish Habitat Flows and Water Rights Project.
3. Assess the general economic impacts and benefits resulting from the implementation of the Fish Flow Project and Fish Flow Project Alternatives, including the two "No-Project" Alternatives to communities and water customers in those areas which may be indirectly affected by the economic climate of the Water Agency's service area.
4. Support Water Agency with responses to public comment on the Draft Environmental Impact Report.
5. Provide analysis first drafts, draft editing, and final drafts for use by the Water Agency for the Fish Flow Project Environmental Impact Report.
6. Engage in any other work related to the Fish Flow Project upon Water Agency authorization.

The cost of services will not exceed \$150,000; the term end date is April 1, 2017.

Prior Board Actions:

- 12/11/2012: Approved agreement between Water Agency and Steve Grinnell, P.E. for Russian River Hydrologic Index, Modeling, Environmental Compliance and Regulatory Approval. Cost \$76,500 (fiscal year 2012/2013).
- 04/04/2014: Approved agreement between Water Agency and Ascent Environmental, Inc for environmental consulting services air quality, greenhouse gas, and climate change analysis for the Fish Flow Project Environmental Impact Report. Cost \$60,000; agreement terminates on April 1, 2017.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Fish Flow Project protects, maintains and manages parks, public lands and open space systems that promote recreation, health, agricultural viability and protects watersheds, promotes biodiversity and contributes to the economic vitality. The specific analysis carried out by the Consultant contributes assistance to the water and energy plan that maximizes renewable energy, reduces water use and greenhouse gas production, and supports the economy.

Water Agency Organizational Goals and Strategies, Goal 1: Increase organizational efficiency, effectiveness, and resilience to natural disasters.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

FY 2013/2014 appropriation of \$150,000 is from the Watershed Planning/ Restoration fund (60%) and from the Warm Springs Dam fund (40%). No additional appropriation is required.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

None

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

Draft Agreement

**Consent Item #11 - Water supply
agreements with Marin Municipal
Water District**

**Please note that this item has been
pulled from the agenda.**



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 24, 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 entity for advertising and promotions activities for FY 13/14: American Legion, Post 111 for Annual City of Healdsburg Fireworks Celebration a Fourth of July Event for all of Sonoma County event, \$1,082.

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. American Legion, Post 111 for the promotion of, and advertising efforts related to the annual City of Healdsburg Fireworks Celebration a Fourth of July Event for all of Sonoma County event, grant award of \$1,082.

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, 6/17/14 - 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	\$ 1,082	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 1,082
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 1,082	Total Sources	\$ 1,082

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.

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

COUNTY OF SONOMA

DATE: _____

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

ATTEST: _____
Clerk of the Board of Supervisors

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

DATE: _____

By _____
«Contact»
«Event»



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: June 24, 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: Geothermal Appraisal Services Agreement Amendment

Recommended Actions:

Authorize the County Clerk/Recorder/Assessor to execute the first amendment to an agreement with Harold W. Bertholf, Inc., in an amount not to exceed \$12,645, for geothermal and power plant property appraisal services, for a new not to exceed contract total of \$116,317 and end date of July 31, 2014.

Executive Summary:

In 1999 the California State Board of Equalization amended Property Tax Rule 905 and changed the assessment of investor owned utilities from State Board of Equalization jurisdiction to that of local assessors. Sonoma County currently has 15 investor-owned power plant facilities at the Geysers.

Harold W. Bertholf and his associates possess the necessary expertise in geology and experience in appraisal services to provide reliable evaluations of geothermal properties and related facilities. All professional employees of the company are certified by the State Board of Equalization for property tax appraisal work. Bertholf, Inc. has been providing geothermal property appraisal services to the Sonoma County Assessor since 1997. The Assessor does not have in-house staff with the necessary technical expertise in the geothermal field to accurately appraise geothermal properties and successfully defend assessment appeals on these properties.

In July 2011, the Board authorized the approval of a three-year contract, which is currently in its final year. At the time of approval, due to budgetary constraints, the agreement had limited appropriations for supplemental assessment activities. Due to title transfers and new construction, supplemental assessment needs are projected to exceed budgeted amounts for FY 2013/14. The proposed contract amendment also extends the term of the agreement to July 31, 2014. Increasing the current contract amount by \$12,645 will provide adequate funding to cover additional needs through the end of July 2014.

Prior Board Actions:			
07/12/11: Authorized the County Clerk/Recorder/Assessor to execute a three year agreement for fiscal years 2011/12 – 2013/14.			
Strategic Plan Alignment Goal 4: Civic Services and Engagement			
Geothermal and power plant property appraisal services provided through this contract establish accurate and fair business property values, providing professional management of the property appraisal function that is fiscally responsible and accountable to the public.			
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 6,000	County General Fund	\$ 6,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 6,000	Total Sources	\$ 6,000
Narrative Explanation of Fiscal Impacts (If Required):			
Funding for FY 13-14 is available in current year appropriations. Funding for FY 14-15 (\$6,645) is included in the 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:			
Amendment to Agreement for Geothermal and Power Plant Property Appraisal Services			
Related Items "On File" with the Clerk of the Board:			

AMENDMENT TO
AGREEMENT FOR GEOTHERMAL AND POWER PLANT
PROPERTY APPRAISAL SERVICES FOR
FISCAL YEAR 2013/14 AND
FOR ASSESSMENT YEAR 2014/15

This Amendment (the "Amendment"), dated as of June 24, 2014 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Harold W. Bertholf, Inc., (hereinafter "Consultant").

R E C I T A L S

WHEREAS, County and Consultant entered into that certain Agreement for Geothermal and Power Plant Property Appraisal Services for Fiscal Year 2013/14 and for Assessment Year 2014/15 as of July 1, 2011 ("Agreement") whereby Consultant agreed to perform the scope of work described in Exhibit "A", in accordance with the Assessor's directives applicable to Exhibit "B", attached and incorporated into the Agreement; and

WHEREAS, County and Consultant desire to amend the Agreement in order to correct and modify the Agreement to reflect a change the maximum amount that may be paid under the Agreement from \$103,672.00 to \$109,672.00.

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. Section 2.4 of the Agreement is amended to read as follows:

"2.4 Supplemental Roll Preparation Fee: With respect to power plants and geothermal wells and facilities referred to in Exhibit A, Scope of Work (f), County shall pay Consultant the following hourly rates plus expenses for each newly drilled well, each sold well, each reworked/redrilled well, each abandoned well, and any new surface construction and/or facilities installed or removed from the property, for the services rendered pursuant to this contract. The total annual billing for those services provided by Exhibit A, Scope of Work (f) and billed pursuant to Paragraph 2.2 shall not exceed the limit of \$23,000 in fiscal year 2011-12; \$23,460 in fiscal year 2012-13; ~~\$23,930~~ \$29,930 in fiscal year 2013-14 without prior written approval of the Assessor. Assessor shall pay Consultant for services described in this paragraph on a monthly basis upon receipt of a valid claim form from Consultant containing the information specified in Paragraph 2.2 of this Agreement.

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

3. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

CONSULTANT: HAROLD W. BERTHOLF, INC.

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA
ASSESSOR DIVISION OF CRA DEPARTMENT

By: _____

William F. Rousseau, Department Head

Date: _____



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 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): County Administrator

Staff Name and Phone Number:

Peter Rumble, 565-3771

Supervisorial District(s):

All

Title: Federal Advocacy Services

Recommended Actions:

Authorize the County Administrator to approve contracts for federal advocacy services, amend the contracts to allow for additional expenses not to exceed \$10,000, and contract renewal for:

- A) Van Scoyoc Associates for a term of July 1, 2014 – June 30, 2017 at a rate of \$5,000 per month or \$60,000 annually to provide federal legislative advocacy related to health services, transportation, and tribal issues, to include overall legislative coordination and strategy;
- B) Alcalde and Fay for a term of July 1, 2014 – June 30, 2017 at a rate of \$4,500 per month or \$54,000 annually to provide federal legislative advocacy related to parks, natural resources, general needs; and
- C) Bluewater Strategies for a term of July 1, 2014 – June 30, 2017 at a rate of \$4,500 per month or \$54,000 to provide federal legislative advocacy related to energy policy and programs, including renewable resources.

Executive Summary:

Federal legislative advocacy has been critical to maintaining and generating new sources of federal funding for Sonoma County. For example, among the many programmatic and financial benefits received within the course of the last two years and with the support and advice of its advocates, Sonoma County won a highly competitive health services grant (\$3.5M), obtained funds through the Army Corps of Engineers (\$5M), supported a local health clinic to achieve Qualified Health Center status (\$750,000 annual for the clinic), and protected geothermal royalties (\$2.3M annual). These efforts have also provided assistance in moving forward major County projects, such as the Airport Safety Improvements.

Aside from these specific examples, the County's budget is comprised of a significant amount of federal revenue, much of which is under constant threat from legislative or programmatic reductions. In addition, the County has continually used its legislative advocacy to advance key issues and programs,

such as the Mobile Support Team and the Energy Independence Program.

The County previously contracted with Alcalde and Fay, Inc. and Madison Government Affairs, Inc. for a total of \$100,400 annually. Because Madison Government Affairs provided specialized Health advocacy, the County's Department of Health Services contributed \$36,000 toward the contract cost. These contracts expired at the end 2013. In anticipation of that expiration, the County Administrator's Office released a request for proposal for federal advocacy to a broad list of firms. Sonoma County received five proposals in response, and conducted interviews with each of the firms in addition to an extensive review of the proposal submission. The County also requested a second round of information from all firms related to experience and approach specific to health advocacy.

Based on this process, the County Administrator's Office believes the strongest approach for the County's federal advocacy is to use three firms to leverage specific areas of expertise. Based on this, it is recommended that the County use Van Scoyoc and Associates (\$60,000 annually) to provide advocacy related to health services, transportation, and tribal issues/Indian gaming, to include overall legislative coordination and strategy; Alcalde and Fay (\$54,000 annually) to provide advocacy related to parks, natural resources, and other general government needs; and BlueWater Strategies (\$54,000 annually) to provide advocacy related to energy, including renewable resources.

Van Scoyoc Associates (VSA) is one of the premier independent full-service government affairs firms in Washington, D.C. VSA has an extensive track record with obtaining funding and beneficial regulation for airport, rail, roads and other transportation projects, will assign senior staff who were instrumental in the drafting of the Affordable Care Act to oversee the County's health advocacy, and has extensive experience with intergovernmental advocacy and tribal affairs. The County's Department of Health Services will continue its annual financial contribution toward the VSA contract. Through the County Administrator's Office, VSA will work directly with multiple departments in the County including Transportation and Public Works, Health Services, Human Services, and County Counsel, to achieve strategic and legislative priorities. In addition, VSA will support the County's participation in regional efforts in the areas of transportation and Indian gaming.

Alcalde and Fay, another premier independent advocacy firm, has served as the County's primary advocate for numerous years. Alcalde and Fay has a proven track record of serving the County, supporting recent efforts to include funding within the Army Corps of Engineers budget for dredging of Bodega Bay and the Petaluma River, two priority projects for the County. Through the County Administrator's Office, Alcalde and Fay will work directly with multiple departments in the County such as Regional. Alcalde and Fay also continue to support the Water Agency's Biological Opinion efforts.

BlueWater Strategies, a small and specialized independent firm, has a proven track record of providing legislative, regulatory, and business development strategies in critical areas of energy policy including: nuclear power, electric utility, renewable resources, infrastructure and mining. Given the County's leading role in energy policy with the creation of Sonoma Clean Power and the ongoing evolution of the Energy Independence Program, amongst other efforts, a firm with specialized experience and background with energy issues will provide a clear benefit to the County's efforts. Through the County Administrator's Office, BlueWater Strategies will work with General Services and other County departments to advance the County's energy and sustainability agenda, as well as lend support to the

County's regional efforts.

Prior Board Actions:

On November 3, 2009, the Board awarded contracts for federal advocacy services with Madison Government Affairs, Inc. and Alcalde and Faye after a Request for Proposal process; November 20, 2012 the Board extended the contracts for 1 year with direction to conduct a competitive solicitation in 2013.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 168,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 168,000	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

This amount is budgeted from General Fund resources. These advocacy contracts allow the County to strengthen Board and Department led efforts in protecting and enhancing state and federal revenues. The County receives approximately between \$470-500 million in intergovernmental revenues annually. These sources are often at risk from federal and state policy changes.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Contracts for federal advocacy

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

AGREEMENT FOR FEDERAL ADVOCACY SERVICES

This agreement ("Agreement"), dated as of June 24, 2014 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Van Scoyoc Associates, Inc., an independent federal advocacy consulting firm (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified and politically , experienced in federal advocacy and related services; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Consultant for federal advocacy in support of the County's legislative priorities and financial resource needs.

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. The scope of work included in items "a" through "k" in this section provide a general guide for the work that is expected of federal advocates; there may be additional services needed on an ad-hoc basis. It is expected that Consultant and County will identify agreed upon performance measures to assess Consultant's work. Specific policy and issue areas covered by this agreement include: health services, transportation, and tribal issues/Indian gaming, and overall legislative coordination and strategy.

- a. Work with County Administrator's Office in analyzing potential federal advocacy items including researching funding sources. Provide financial and political feasibility of County efforts to advise Board and County Administrator on viability of requests and develop specific plan to achieve success.
- b. Provide County with identified vehicles for federal legislative items and include bills, department and account information for proper tracking.
- c. Represent the County in Washington, DC in terms of communicating the County's federal legislative priorities to appropriate elected officials, key Congressional Committee members and staff, federal agencies and the federal Administration.
- d. Participate in crafting itineraries and facilitating meetings with County's federal representatives and other federal representatives as needed for County Board Members who travel to Washington, DC on County legislative business.

- e. Provide direct staff support to County officials in preparation for and during meetings with federal representatives and federal agency staff, including background and talking points tailored for the specific meeting.
- f. Assist in drafting materials and correspondence to support County's federal legislative efforts.
- g. Monitor federal legislation, funding and grant opportunities in relation to County's legislative priorities and apprise County staff in a timely manner.
- h. Provide annual federal legislative report of efforts on behalf of the County for Board and public dissemination.
- i. Travel to Sonoma County as needed, with a minimum of one visit a year to advise Board of progress made towards achieving federal objectives.
- j. Provide a brief written report, on a monthly basis, which documents all activities conducted on behalf of the County. The report should include copies of letters and correspondence prepared on behalf of the County, and provide a summary of meetings, conversations, etc. engaged in on behalf of the County.
- k. Monitor federal legislative and regulatory activity to detect any potential threats to county revenue sources.

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

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

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall

remove such person or persons immediately upon receiving written notice from County.

- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Steve Palmer, Thane Young, and Carol McDaid.
- 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. Consultant shall be paid a monthly retainer of \$5,000, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall be entitled to a limited additional payment for any expenses incurred in completion of the services. Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

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

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

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

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

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

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

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or County Administrator, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant

agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. 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.

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 A, 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 Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

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

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the

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

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

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

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

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

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

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to

nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

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

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

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

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

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

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

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

TO: COUNTY: Peter Rumble
Sonoma County Administrator's Office
575 Administration Drive, Suite 104-A
Santa Rosa, CA 95404

TO: CONSULTANT: Steve Palmer
Van Scoyoc Associates, Inc.
101 Constitution Avenue, Suite 600
Washington, DC 20001

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

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

By: _____
County Administrator

Date: _____

ATTEST:

Clerk of the Board of
Supervisors

Date: _____

AGREEMENT FOR FEDERAL ADVOCACY SERVICES

This agreement ("Agreement"), dated as of June 24, 2014 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Alcalde & Fay, Inc., an independent federal advocacy consulting firm (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified and politically , experienced in federal advocacy and related services; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Consultant for federal advocacy in support of the County's legislative priorities and financial resource needs.

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. The scope of work included in items "a" through "k" in this section provide a general guide for the work that is expected of federal advocates; there may be additional services needed on an ad-hoc basis. It is expected that Consultant and County will identify agreed upon performance measures to assess Consultant's work. Specific policy and issue areas covered by this agreement include: parks, natural resources, and general government needs.

- a. Work with County Administrator's Office in analyzing potential federal advocacy items including researching funding sources. Provide financial and political feasibility of County efforts to advise Board and County Administrator on viability of requests and develop specific plan to achieve success.
- b. Provide County with identified vehicles for federal legislative items and include bills, department and account information for proper tracking.
- c. Represent the County in Washington, DC in terms of communicating the County's federal legislative priorities to appropriate elected officials, key Congressional Committee members and staff, federal agencies and the federal Administration.
- d. Participate in crafting itineraries and facilitating meetings with County's federal representatives and other federal representatives as needed for County Board Members who travel to Washington, DC on County legislative business.

- e. Provide direct staff support to County officials in preparation for and during meetings with federal representatives and federal agency staff, including background and talking points tailored for the specific meeting.
- f. Assist in drafting materials and correspondence to support County's federal legislative efforts.
- g. Monitor federal legislation, funding and grant opportunities in relation to County's legislative priorities and apprise County staff in a timely manner.
- h. Provide annual federal legislative report of efforts on behalf of the County for Board and public dissemination.
- i. Travel to Sonoma County as needed, with a minimum of one visit a year to advise Board of progress made towards achieving federal objectives.
- j. Provide a brief written report, on a monthly basis, which documents all activities conducted on behalf of the County. The report should include copies of letters and correspondence prepared on behalf of the County, and provide a summary of meetings, conversations, etc. engaged in on behalf of the County.
- k. Monitor federal legislative and regulatory activity to detect any potential threats to county revenue sources.

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

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

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall

remove such person or persons immediately upon receiving written notice from County.

- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Paul Schlesinger.
- 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. Consultant shall be paid a monthly retainer of \$4,500, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall be entitled to a limited additional payment for any expenses incurred in completion of the services. Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

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

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

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

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

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

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

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or County Administrator, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant

agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. 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.

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 A, 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 Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

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

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the

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

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

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

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

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

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

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to

nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

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

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

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

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

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

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

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

TO: COUNTY: Peter Rumble
Sonoma County Administrator's Office
575 Administration Drive, Suite 104-A
Santa Rosa, CA 95404

TO: CONSULTANT: Paul Schlesinger
Alcalde & Fay, Inc.
2111 Wilson Blvd, 8th Floor
Arlington, VA 22201

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

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

By: _____
County Administrator

Date: _____

ATTEST:

Clerk of the Board of
Supervisors

Date: _____

AGREEMENT FOR FEDERAL ADVOCACY SERVICES

This agreement ("Agreement"), dated as of June 24, 2014 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and BlueWater Strategies, LLC, an independent federal advocacy consulting firm (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified and politically , experienced in federal advocacy and related services; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Consultant for federal advocacy in support of the County's legislative priorities and financial resource needs.

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. The scope of work included in items "a" through "k" in this section provide a general guide for the work that is expected of federal advocates; there may be additional services needed on an ad-hoc basis. It is expected that Consultant and County will identify agreed upon performance measures to assess Consultant's work. Specific policy and issue areas covered by this agreement include: energy policy and programs, including renewable resources.

- a. Work with County Administrator's Office in analyzing potential federal advocacy items including researching funding sources. Provide financial and political feasibility of County efforts to advise Board and County Administrator on viability of requests and develop specific plan to achieve success.
- b. Provide County with identified vehicles for federal legislative items and include bills, department and account information for proper tracking.
- c. Represent the County in Washington, DC in terms of communicating the County's federal legislative priorities to appropriate elected officials, key Congressional Committee members and staff, federal agencies and the federal Administration.
- d. Participate in crafting itineraries and facilitating meetings with County's federal representatives and other federal representatives as needed for County Board Members who travel to Washington, DC on County legislative business.

- e. Provide direct staff support to County officials in preparation for and during meetings with federal representatives and federal agency staff, including background and talking points tailored for the specific meeting.
- f. Assist in drafting materials and correspondence to support County's federal legislative efforts.
- g. Monitor federal legislation, funding and grant opportunities in relation to County's legislative priorities and apprise County staff in a timely manner.
- h. Provide annual federal legislative report of efforts on behalf of the County for Board and public dissemination.
- i. Travel to Sonoma County as needed, with a minimum of one visit a year to advise Board of progress made towards achieving federal objectives.
- j. Provide a brief written report, on a monthly basis, which documents all activities conducted on behalf of the County. The report should include copies of letters and correspondence prepared on behalf of the County, and provide a summary of meetings, conversations, etc. engaged in on behalf of the County.
- k. Monitor federal legislative and regulatory activity to detect any potential threats to county revenue sources.

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

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

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall

remove such person or persons immediately upon receiving written notice from County.

- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Jonathan Birdsong.
- 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. Consultant shall be paid a monthly retainer of \$4,500, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall be entitled to a limited additional payment for any expenses incurred in completion of the services. Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

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

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

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

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4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or County Administrator, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant

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nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

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

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

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

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

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

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

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

TO: COUNTY: Peter Rumble
Sonoma County Administrator's Office
575 Administration Drive, Suite 104-A
Santa Rosa, CA 95404

TO: CONSULTANT: Jonathan Birdsong
BlueWater Strategies, LLC
400 North Capitol Street, NW Suite 475
Washington, DC 20015

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

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

By: _____
County Administrator

Date: _____

ATTEST:

Clerk of the Board of
Supervisors

Date: _____



County of Sonoma Agenda Item Summary Report

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

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

To: The Sonoma County Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Chris Thomas, 565-3781
Steve Shupe, 565-3950

Supervisory District(s):

All Districts

Title: Sonoma Clean Power Authority Guaranty Renewal

Recommended Actions:

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

Executive Summary:

This agenda item seeks a renewal of the Guaranty executed by the County on June 25, 2013 in favor of First Community Bank of Santa Rosa, to secure the repayment by the Sonoma Clean Power Authority (Authority) of amounts owed under a \$2.5 million line of credit for start-up costs.

HISTORY OF ITEM/BACKGROUND:

Start-up financing for the Sonoma Clean Power program is being provided by First Community Bank of Santa Rosa. There are two parts to the financing. The first is a line of credit in the amount of \$2,500,000 to cover the costs of hiring staff and consultants, engaging in marketing activities, finalizing and submitting the Implementation Plan (including paying required bonds), and other administrative tasks. The second is a line of credit for \$7,500,000 to purchase power from the Sonoma Clean Power's power provider. Only the first is being considered today.

The \$2,500,000 line of credit was approved by the Authority's Board of Directors on June 25, 2013. It carries an interest rate of 4.00%, and requires the Authority to make interest-only payments for 24 months, followed by a 3-year amortized payment schedule. First Community Bank agreed to provide \$150,000 in co-marketing support in connection with the loan. The loan agreement and related documents are on file with the Clerk. There is no requirement to draw on the entire \$2,500,000 line, and the Authority may pay off the loan at any time without penalty.

The guaranty covers only those amounts actually drawn by the Authority. The amount of the guaranty will be reduced by half if after the first full year of Authority operations (beginning when the Authority starts to sell power) the Authority's debt service coverage ratio is 2:1 or better. The guaranty would be released altogether after the Authority has made one year of principal and interest payments. The Authority's CEO estimates that the guaranty would be reduced by one-half by December 31, 2015, and could be eliminated altogether by December 31, 2016.

To date, the Authority has drawn a total of \$1,395,000 against the line of credit. It started delivering power to customers on May 1, 2014. Pursuant to the terms of the line of credit, the Authority has made monthly interest-only payments since October 2013, and will continue making interest-only payments until September 2015. At that time, the line of credit must be repaid by the Authority on an amortized basis over the next three years.

The Authority's budget for Fiscal Year 14-15 was approved by its Board of Directors on June 5, 2014. The budget anticipates that the Authority will generate net income of \$3,380,000 in FY 14-15, after accounting for all expenses, including debt service and collateral deposits of \$1,500,000.

Staff for the Authority and Water Agency have coordinated with the County Administrator's Office, which recommends that the Board of Supervisors approve the County's providing a renewal of the guaranty. The County Administrator's staff has reviewed the Authority's proposed FY 14-15 budget, and has concluded that the budget is conservative and sound, and that the risk of a default by the Authority under the First Community Bank's line of credit is very small.

Due to legal constraints, the County is unable to provide the guaranty for more than one fiscal year at a time. Thus the guaranty will cover FY 14-15 only. However, under the guaranty, the County agrees to consider a renewal of the guaranty for FY 15-16 under the same terms.

The County Administrator's Office has identified available funds in the Tax Loss Reserve Fund (also referred to as the Teeter fund) that can be used to support the guarantee for FY 14-15. The Board's approval of this item includes authorization for the CAO and the Auditor-Controller-Treasurer-Tax Collector to document the designation of these funds to support the guarantee with the close of books for FY 13-14 for the upcoming fiscal year. In the unlikely event that use of these funds is needed during the year to cover repayments under the guarantee, staff will bring forward the budgetary appropriations necessary to make the payments from this designation at that time. Under the terms of the guaranty agreement, the County will cover the payment of obligations due under the loan agreement if the Sonoma Clean Power Authority fails to make them.

Prior Board Actions:

June 25, 2013: Resolution No. 13-0280 approving and authorizing the Chair to sign a guaranty in favor of First Community Bank to secure payment by the Sonoma Clean Power Authority of amounts due under a \$2,500,000 line of credit provided by First Community Bank.

April 23, 2013: Authority Board received report on results of Request for Proposals and estimated Sonoma Clean Power rates; authorized implementation of Sonoma Clean Power program in the unincorporated area and authorized certain actions and agreements to implement program.

December 4, 2012: Board of Supervisors and Board of Directors of Water Agency approved Joint

Powers Agreement creating Sonoma Clean Power Authority and authorized Request for Proposals to be sent to power suppliers.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Implementation of Sonoma Clean Power will reduce greenhouse gas emissions relating to electricity use in Sonoma County, fight climate change impacts, will provide incentives for the development of local renewable power projects and make Sonoma County less dependent on outside sources of power.

Fiscal Summary - FY 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):

A guarantee of the line of credit in the amount of \$2,500,000 by the County is recommended, however no expenditures are expected as a result of this guarantee in FY 14-15.

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; Guaranty (A1)

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



County of Sonoma

State of California

Date: June 24, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, APPROVING AND AUTHORIZING THE CHAIR TO EXECUTE A GUARANTY IN FAVOR OF FIRST COMMUNITY BANK, IN SUBSTANTIALLY THE FORM PRESENTED TO THE BOARD, TO SECURE PAYMENT BY THE SONOMA CLEAN POWER AUTHORITY OF AMOUNTS DUE UNDER A \$2,500,000 LINE OF CREDIT PROVIDED BY FIRST COMMUNITY BANK.

Whereas, the Sonoma Clean Power Authority (“Authority”) is operating a Community Choice Aggregation program called Sonoma Clean Power (the “Program”) pursuant to Public Utilities Code §366.2; and

Whereas, in connection with the implementation of the Program, it was necessary for the Authority to obtain financing to cover costs associated with the start-up of the Program; and

Whereas, First Community Bank has provided a line of credit in the amount of \$2,500,000 at 4% interest (the “Line of Credit”) for the Authority’s use in implementing the Program; and

Whereas, as a condition of providing the Line of Credit, First Community Bank required the execution of a Guaranty by the County of Sonoma guaranteeing the payment of obligations of the Authority under the Line of Credit; and

Whereas, on June 25, 2013, the Board approved the execution of the required Guaranty; and

Whereas, due to legal constraints, the Guaranty could only be for a period of one year, from July 1, 2013 to June 30, 2014; and

Whereas, under the Guaranty, the Board agreed to consider renewing the Guaranty for an additional one-year term under the same terms and conditions; and

Whereas, the Sonoma Clean Power program commenced service on May 1, 2014; and

Resolution #

Date:

Page 2

Whereas, the Authority's recommended budget for Fiscal Year 2014-2015 estimates that the Authority will have net revenues in excess of \$3.3 million; and

Whereas, the Board of Supervisors finds that the implementation of the Program within Sonoma County is in the public interest and has served and will continue to serve the social needs of residents of the County by reducing greenhouse gas emissions, encouraging the development of local renewable power resources, and stimulating the local economy.

NOW, THEREFORE, the Board of Supervisors finds and resolves as follows:

1. The foregoing recitals are true and correct.
2. The Guaranty is approved, and the Chair is authorized and directed to execute the Guaranty in substantially the form presented to the Board.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

GUARANTY

This GUARANTY (“Guaranty”) is made effective as of July 1, 2014 by THE COUNTY OF SONOMA, a political subdivision of the State of California (“Guarantor”), in favor and for the benefit of FIRST COMMUNITY BANK (“Lender”) under the Business Loan Agreement.

RECITALS

A. Pursuant to a Business Loan Agreement dated as of June 25, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof in effect, the “Business Loan Agreement”) by and among Sonoma Clean Power Authority (“Borrower”) and Lender, Lender has agreed to make certain Advances to Borrower. Capitalized terms not defined herein have the meanings ascribed to them in the Business Loan Agreement.

B. It is a requirement under the Business Loan Agreement that Guarantor shall execute and deliver this Guaranty and that this Guaranty shall be in full force and effect.

C. This Guaranty is given by Guarantor in favor of Lender to guaranty all of the Obligations of Borrower in accordance with the terms of the Business Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby agrees as follows:

1. Guaranty.

(a) To induce Lender to make the Advances upon the terms and conditions set forth in the Business Loan Agreement, and in consideration thereof, and subject to the terms, conditions, and limitations set forth herein, Guarantor hereby unconditionally and irrevocably

(i) guarantees to Lender and its successors, transferees and assigns, the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) and at all times thereafter of the Obligations of Borrower (including amounts which would become due but for the operation of the automatic stay under Section 362(a) of the United States Federal Bankruptcy Code of 1978, as amended, or any state bankruptcy statute); and

(ii) agrees to pay any and all reasonable expenses (including reasonable attorneys' fees and disbursements and expert witnesses' fees and disbursements) which may be paid or incurred by Lender in enforcing any rights with respect to, or collecting, any or all of the Obligations and/or enforcing any rights with respect to, or collecting against, Guarantor under this Guaranty provided, that this Guaranty is limited as set forth in Section 5 hereof (as so limited, collectively, the "Guaranteed Obligations").

(b) Guarantor agrees that this Guaranty constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be had by Lender to any security held for payment of any of the Guaranteed Obligations or to any balance of any deposit account or credit on the books of Lender in favor of Borrower or any other Person.

(c) No payment or payments made by Borrower or any other Person or received or collected by Lender from any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Guaranteed Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of Guarantor hereunder which shall, notwithstanding any such payment or payments other than payments made to Lender by Guarantor or payments received or collected by Lender from Guarantor, remain liable for the Guaranteed Obligations until the Guaranteed Obligations are indefeasibly paid in full in cash or cash equivalents, subject to the provisions of Section 1(d) hereof.

(d) Guarantor understands, agrees and confirms that this is a guaranty of payment when due and not of collection and that Lender may, from time to time, enforce this Guaranty up to the full amount of the Guaranteed Obligations owed to Lender without proceeding against any other Person, against any security for the Guaranteed Obligations, against any other guarantor or under any other guaranty covering the Guaranteed Obligations.

2. Term of Guaranty. Notwithstanding anything in this Guaranty to the contrary, Guarantor's obligations hereunder shall be in effect only during the period from July 1, 2014 to (and including) June 30, 2015 (the "Term"). This Guaranty terminates at 12:00 a.m. (midnight) on July 1, 2015, and Guarantor shall have no obligations or duties under or with respect to this Guaranty after that time, except with respect to demands for payment of any of the Guaranteed Obligations made prior to 12:00 a.m. (midnight) on July 1, 2015. Guarantor agrees to present to its Board of Supervisors, during the 60 days prior to the termination date, an agenda item to consider renewing this Guaranty for an additional one year term on the same terms and conditions as set forth herein.

3. Consent by Guarantor. Guarantor hereby consents and agrees that, without the necessity of any reservation of rights against Guarantor and without notice to or further assent by Guarantor, any demand for payment of any of the Guaranteed Obligations made by Lender may be rescinded by Lender and any of the Guaranteed Obligations continued, and the Guaranteed Obligations, or the liability of any other party upon or for any part thereof, or any collateral security or guaranty therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by Lender; and the Business Loan Agreement or other guaranty or documents in connection therewith, or any of them, may be amended, modified, supplemented or terminated, in whole or in part, as Lender may deem advisable from time to time; and any guaranty or right of offset may be sold, exchanged, waived, surrendered or released, all without the necessity of any reservation of rights against Guarantor and without notice to or further assent by Guarantor, which will remain bound hereunder, notwithstanding any such renewal, extension, modification, acceleration, compromise, amendment, supplement, termination, sale, exchange, waiver, surrender or release. Lender shall have no obligation to protect, secure, perfect or insure any property at any time held as security for the Guaranteed Obligations. When making any demand hereunder against Guarantor, Lender may, but shall be under no obligation to, make a similar demand on Borrower, any other Person who at any time guaranties or pledges any assets to secure the Guaranteed Obligations, or any one or more of them (a "Credit Party") or any such other guarantor, and any failure by Lender to make any such demand or to collect any payments from such other Credit Party or any such other guarantor or any release of such other Credit Party or any such other guarantor or of Guarantor's obligations or liabilities hereunder shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of Lender against Guarantor hereunder. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

4. Waivers; Successors and Assigns. Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by Lender upon this Guaranty or acceptance of this Guaranty, and the Guaranteed Obligations shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guaranty, and all dealings between Guarantor and any other Credit Party, on the one hand, and Lender, on the other hand, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guaranty. Guarantor waives diligence, presentment, protest, demand for payment and notice of default or non-payment to or upon any Credit Party or Guarantor with respect to the Guaranteed Obligations. During the Term set forth in Section 2, this Guaranty shall be construed as a continuing, absolute and unconditional guaranty of payment without regard to the validity, regularity or enforceability of the Business Loan Agreement, the other Loan Documents, any of the Guaranteed Obligations or any guaranty therefor or right of offset

with respect thereto at any time or from time to time held by Lender and without regard to any defense (other than the defense of payment), setoff or counterclaim which may at any time be available to or be asserted by any Credit Party against Lender, or by any other circumstance whatsoever (with or without notice to or knowledge of Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Guaranteed Obligations, or of Guarantor under this Guaranty, in bankruptcy or in any other instance, and the obligations and liabilities of Guarantor hereunder shall not be conditioned or contingent upon the pursuit by Lender or any other Person at any time of any right or remedy against any Credit Party or against any other Person which may be or become liable in respect of all or any part of the Guaranteed Obligations or against any collateral security or Guaranty therefor or right of offset with respect thereto. This Guaranty shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon Guarantor and the successors and assigns thereof, and shall inure to the benefit of Lender, and their respective successors, transferees and assigns (including each holder from time to time of Guaranteed Obligations), until the earlier of (x) the expiration of the Term set forth in Section 2 or (y) until all of the Guaranteed Obligations and the obligations of Guarantor under this Guaranty shall have been satisfied by indefeasible payment in full in cash or cash equivalents, notwithstanding that from time to time during the term of the Business Loan Agreement any Credit Party may be released from all of its Guaranteed Obligations thereunder.

5. Limited Liability. Notwithstanding any contrary provision of this Guaranty or the Business Loan Agreement, it is hereby expressly agreed that (a) the maximum obligation of Guarantor hereunder shall not exceed the amount of advances actually drawn by Borrower under the Business Loan Agreement (which shall not exceed \$2,500,000), plus accrued interest thereon and expenses incurred pursuant to Section 1(a)(ii), (b) no officer, employee, servant, controlling Person, executive, supervisor, agent, or authorized representative of affiliate (herein referred to as “operatives”) of Guarantor shall be personally liable for payments due under this Guaranty or for the performance of any obligation hereunder; and (c) except for Guarantor, no Party or Participant (as those terms are defined in the First Amended and Restated Joint Powers Agreement Relating to and Creating the Sonoma Clean Power Authority) shall be liable for payments due under this Guaranty or for the performance of any obligations hereunder. Nothing contained in this Section shall prevent Lender from exercising any rights or remedies against Borrower pursuant to any Loan Document.

6. Effectiveness; Reinstatement. Subject to the provisions of Section 2 limiting the Term of this Guaranty, this Guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Credit Party, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Credit Party or any substantial part of its property, or

otherwise, all as though such payments had not been made.

7. Payments of Guaranteed Obligations. Guarantor hereby guarantees that the Guaranteed Obligations will be paid for the benefit of Lender without set-off or counterclaim in lawful currency of the United States of America at the office of Lender located at 438 First Street, Santa Rosa, CA 95409. Guarantor shall make any payments required hereunder upon receipt of written notice thereof from Lender; provided, however, that the failure of Lender to give such notice shall not affect Guarantor's obligations hereunder.

8. Representations and Warranties. To induce Lender to enter into the Business Loan Agreement and to make the Advances thereunder, Guarantor represents and warrants to Lender that the following statements are true, correct and complete on and as of the date hereof:

(a) Organization and Qualification; Authority; Consents. Guarantor is a political subdivision of the State of California duly organized, validly existing under and operating pursuant to the laws of the State of California, has full and adequate power to own its Property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the Property owned or leased by it requires such licensing or qualifying unless the failure to be so licensed or qualified would not have a material adverse effect on its business, operations or assets. Guarantor has full right and authority to enter into this Guaranty and to perform each and all of the matters and things herein provided for; and this Guaranty does not, nor does the performance or observance by Guarantor of any of the matters or things herein or therein provided for, contravene any provision of law or any organizational document of Guarantor or any covenant, indenture or agreement of or affecting Guarantor or any of its Properties. The execution, delivery, performance and observance by Guarantor of this Guaranty and any other instruments and documents executed by Guarantor in connection with this Guaranty do not and, at the time of delivery hereof, will not require any consent or approval of any other Person, other than such consents and approvals that have been given or obtained.

(b) Legal Effect. This Guaranty constitutes a legal, valid and binding agreement of Borrower, enforceable in accordance with its terms, subject to laws relating to bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the application of equitable remedies if equitable remedies are sought.

(c) Financial Reports. Effective with the delivery to Lender of financial statements required by Section 9(a), the statements of financial condition of

Guarantor as at the date of such statements delivered to Lender, and the related statements of income, retained earnings and cash flows of Guarantor for the fiscal year then ended and accompanying notes thereto, which financial statements are accompanied by the audit of Guarantor's independent public accountants, and the unaudited interim statements of financial condition of Guarantor as at the date of such statements delivered to Lender and the related statements of income and cash flows of Borrower for the period then ended, fairly present the financial condition of Guarantor as at said dates and the results of its operations and cash flows for the periods then ended in conformity with GAAP applied on a consistent basis. Guarantor has no contingent liabilities which are material to it other than, with respect to any financial statements delivered to Lender, as indicated on said financial statements.

(d) Litigation. There is no litigation or governmental proceeding pending, nor to the knowledge of Guarantor threatened, against Guarantor which if adversely determined would result in any material adverse change in the financial condition, Properties, business or operations of Guarantor.

(e) Compliance with Laws. Guarantor is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to its Properties or business operations (including, without limitation, laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes and substances), non-compliance with which could have a material adverse effect on the financial condition, Properties, business or operations of Guarantor. Guarantor has not received notice to the effect that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental, health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, Properties, business or operations of Guarantor.

(f) Other Agreements. Guarantor is not in default under the terms of any covenant, indenture or agreement of or affecting Guarantor or any of its Properties, which default if uncured would have a material adverse effect on the financial condition, Properties, business or operations of Guarantor.

9. Covenants. Guarantor agrees that, during the Term as provided in Section 2, so long as any credit is available to or in use by Borrower under the Business Loan Agreement, except to the extent compliance in any case or cases is waived in writing by Lender:

(a) Financial Reports. Guarantor shall maintain a standard system of accounting in accordance with GAAP and shall furnish to Lender and its duly authorized representatives such information respecting the business and financial condition of Guarantor as Lender may reasonably request; and without any request, shall furnish to Lender:

(i) as soon as available, and in any event within forty-five (45) days after the close of each quarter, an unaudited balance sheet of Guarantor as of the last day of the period then ended and the statements of income, retained earnings and cash flows of Guarantor for the period then ended, prepared in accordance with GAAP and in a form acceptable to Lender;

(ii) as soon as available, and in any event within six (6) months after the close of each annual accounting period of Guarantor, a copy of the audited balance sheet of Guarantor as of the last day of the period then ended and the statements of income, retained earnings and cash flows of Guarantor for the period then ended, and accompanying notes thereto, each in reasonable detail showing in comparative form the figures for the previous fiscal year, accompanied by an unqualified opinion thereon of Guarantor's independent public accountants, to the effect that the financial statements have been prepared in accordance with GAAP and present fairly in accordance with GAAP the financial condition of Guarantor as of the close of such fiscal year and the results of its operations and cash flows for the fiscal year then ended and that an examination of such accounts in connection with such financial statements has been made in accordance with generally accepted auditing standards and, accordingly, such examination included such tests of the accounting records and such other auditing procedures as were considered necessary in the circumstances;

(iii) promptly after receipt thereof, any additional written reports, management letters or other detailed information contained in writing concerning significant aspects of Guarantor's operations and financial affairs given to it by its independent public accountants;

(iv) promptly after knowledge thereof shall have come to the attention of any responsible officer of Guarantor, written notice of any threatened or pending litigation or governmental proceeding or labor controversy against Guarantor or Borrower which, if adversely determined, would adversely affect the financial

condition, Properties, business or operations of Guarantor or Borrower or of the occurrence of any Default or Event of Default under the Business Loan Agreement;

(v) promptly after the request therefore, all such other information as Lender may reasonably request.

(b) Inspection. To the maximum extent permitted by law, Guarantor shall permit Lender and its duly authorized representatives and agents, at such times and intervals as Lender may designate: (i) to visit and inspect any of the Properties, books and financial records of Guarantor and to examine and make copies of the books of accounts and other financial records of Guarantor, and (ii) to discuss the affairs, finances and accounts of Guarantor with, and to be advised as to the same by, the executive officers of Guarantor and other officers, employees and independent public accountants (and by this provision Guarantor each authorizes such accountants to discuss with Lender or its agents and representatives the finances and affairs of Guarantor). Without limiting the generality of the foregoing, Guarantor shall promptly provide all information and access requested by Lender as Lender determines is necessary or required in connection with the preparation of its own financial statements.

(c) Compliance with Laws. Guarantor shall comply in all respects with the requirements of all laws, rules, regulations, ordinances and orders applicable to or pertaining to its Properties or business operations, non-compliance with which could have a material adverse effect on the financial condition, Properties, business or operations of Guarantor.

10. No Waiver. No failure to exercise and no delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other power or right. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

11. Subrogation. Upon a payment by Guarantor to Lender hereunder, Guarantor shall be subrogated to the rights of Lender under the Business Loan Agreement and Promissory Note to the extent of such payment.

12. Notices. All notices, demands, instructions or other communications required or permitted to be given to or made upon any party hereto shall be given in accordance with the provisions of the Business Loan Agreement and at the address set forth therein or as provided on the signature page hereof.

13. Amendments, Waivers, etc. No provision of this Guaranty shall be waived,

amended, terminated or supplemented except by a written instrument executed by Guarantor and Lender.

14. Governing Law. This guaranty shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California without regard to principles of conflict of laws.

15. Consent to Jurisdiction and Service of Process. All judicial proceedings brought against guarantor with respect to this guaranty agreement shall be brought in any state or federal court of competent jurisdiction in the County of Sonoma, California, and by execution and delivery of this guaranty agreement guarantor accepts for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive, to the extent permitted by applicable law, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions. Nothing herein shall affect the right to serve process in any other manner permitted by law.

16. Counterparts. This Guaranty and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be duly executed and delivered by its duly authorized officer on the day and year first above written.

COUNTY OF SONOMA

By: David Rabbitt
Chair, Board of Supervisors



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Peter Rumble, 565-3771

Supervisorial District(s):

All

Title: Legislative Platform

Recommended Actions:

Amend the FY 14-15 legislative platform to support restoration of emergency solutions grant and other affordable housing funding, and the restoration of funding for community libraries.

Executive Summary:

The County has robust levels of advocacy at all levels of government led by the Board of Supervisors and supported by the departments, staff, and community partners. Each year the Board of Supervisors adopts a countywide legislative platform to provide direction to staff and legislative advocates in seeking resources and policy support for County priorities. On occasion, the Board may need to amend the platform to provide clear direction as new priorities and issues emerge over the course of the year.

Homeless Services and Emergency Shelter Funding

In addition to the legislative platform, the Board of Supervisors adopts an annual list of work priorities. This year's work priorities were adopted by the Board on March 18, 2014, and include a specific task to expand homeless/housing services consistent with the plan with a goal of increasing affordable housing inventory in the County.

The Board has aggressively funded and supported homeless services and emergency shelters in 2014. Unfortunately, State and Federal funding for several local providers, particularly through the Emergency Solutions Grant (ESG) program, is proposed for reductions this year. This potential loss of funding puts at risk many families countywide who critically need temporary shelter and transitional housing options. The ESG program funds projects that serve homeless individuals and families with supportive services, emergency shelter/transitional housing, assisting persons at risk of becoming homeless with homelessness prevention assistance, and providing permanent housing to the homeless population.

Currently, the County's legislative platform does not include a specific issue on funding for emergency shelter and transitional housing. Because of the importance of these things to the County's strategic goal of Safe, Healthy, Caring Communities and the alignment of this funding with the Board's 2014 work priorities, the County Administrator recommends that the 2014 Legislative Platform be amended to include the restoration of the Emergency Shelter Grant funding as well as the expansion of additional shelter and transitional housing funding available to Sonoma County providers.

Based on preliminary information, these reductions could mean the loss of several hundred thousand dollars to our local emergency housing providers. In response, the County Administrator is working with the Community Development Commission to identify what specific funding shortfalls have resulted from declining State and Federal housing resources. The County Administrator will also work with Community Development Commission to review the Commission's available funding, and existing competitive processes to identify sufficient resources to mitigate declining State and Federal resources. The Board's existing policy is to not supplant State revenue, however homeless services and emergency sheltering is an explicit 2014 work priority.

The Community Development Commission plans to present the Board with its newly developed Low- and Moderate-Income Housing Asset Fund Policy policies on July 29. At that time, the County Administrator will recommended additional resources, such as Reinvestment and Revitalization funds and post-redevelopment dissolution housing funds, to help fill the identified funding gap for homeless shelter operations. Any necessary budgetary adjustments will be made at the soonest appropriate time.

Community Library Funding

The Sonoma County Library was established in 1975 with a Joint Powers Agreement (JPA), growing to have Library branches in most of the County's cities. Libraries are essential resources for all communities, and represent a critical component of the County's strategic goals of Safe, Healthy, Caring Communities; and Civic Services and Engagement.

The California Library Services Act (CLSA) was specifically designed to assist and encourage interlibrary cooperation. Over the last several years, this funding source has declined, and was reduced again by \$2M in this year's State budget. The last funding the Sonoma County Library received from CLSA was in FY 10-11, at \$416,000. With continual State reductions, the Sonoma County Library has not received funds since, which has directly impacted daily operations and hours for the system. Moreover, continued lack of State funding would be detrimental to the start of a new JPA, scheduled to be in place this summer.

Currently the County's Legislative Platform does not include a specific position on library funding. However, because of the importance of the Sonoma County Library to the County's strategic goals, the County Administrator recommends that the 2014 Legislative Platform be amended to include the restoration of funding, as well as seeking additional funding, for the Sonoma County Library in the California Library Services Act.

Prior Board Actions:			
Annual adoption of Legislative Platform.			
Strategic Plan Alignment		Goal 1: Safe, Healthy, and Caring Community	
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):			
Funding recommendations will be made in July when the County Administrator returns to the Board with the Community Development Commission with its Rapid Re-housing Policies. Funding may include Reinvestment and Revitalization funds and post-redevelopment dissolution housing funds.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
2014 Board Work Priorities			
Related Items "On File" with the Clerk of the Board:			
Legislative Platform			

2014 Board of Supervisors Work Priorities

Safe, Healthy & Caring Community	Economic & Environmental Stewardship	Invest in the Future	Civic Services & Engagement
<p><i>Improve community's health to achieve Healthiest County by 2020.</i></p> <ul style="list-style-type: none"> • ACA Enrollment and implementation • Adult and Aging Services • Homeless Services/Affordable Housing • Tobacco policy • Sonoma Developmental Center 	<p><i>Transportation and recreation facilities support a thriving economy.</i></p> <ul style="list-style-type: none"> • Roads plan • Airport and Springs PDAs • Airport safety improvement • Parks deferred maintenance 	<p><i>Ensure the long-term fiscal health of the County organization.</i></p> <ul style="list-style-type: none"> • Pension reform plan • Build reserves to policy level • Implement staff training and succession program to achieve high performing organization 	<p><i>Community understands and informs services.</i></p> <ul style="list-style-type: none"> • Engagement plan • Investments for resilient neighborhoods
<p><i>Support immigrants and families.</i></p> <ul style="list-style-type: none"> • AB60 Outreach with DMV • Farm worker housing and stable agricultural workforce 	<p><i>Natural resources are protected and the local food system is valued.</i></p> <ul style="list-style-type: none"> • Drought and water use • Climate Adaptation • Protection and access to open space and regional parks • Secure Landfill operations • Food System Action Plan 	<p><i>Develop new, ongoing revenue sources that support County priorities and neighborhood resilience.</i></p> <ul style="list-style-type: none"> • Local tax measure for priorities • State and Federal advocacy 	<p><i>Increase access to and citizen participation in County government.</i></p> <ul style="list-style-type: none"> • Youth seats on boards • Collaborative leadership development with local schools • Evaluate establishment of a County youth commission
<p><i>Increase confidence in safety and justice services.</i></p> <ul style="list-style-type: none"> • Recommendations arising from the CALLE Task Force and staff • Advance community corrections efforts 	<p><i>Economic development, education, and jobs for the benefit of all.</i></p> <ul style="list-style-type: none"> • Address poverty, including living wage evaluation • Business Outreach/Retention and Strategic Plan for Arts • Ongoing education investments • Permit, building and code compliance 	<p><i>Highest and best use of County facilities and systems.</i></p> <ul style="list-style-type: none"> • Facilities master plan with focus on Chanate and Mendocino properties • On-line bill-pay capability • Advance On-line services 	<p><i>Professionally manage County organization that is responsive to community needs.</i></p> <ul style="list-style-type: none"> • Fire services • Southwest SR Annexation • Animal Care and Control



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): County Administrator

Staff Name and Phone Number:

Peter Rumble, 565-3771

Supervisorial District(s):

All

Title: Research on living wage and options to address poverty

Recommended Actions:

Delegate authority to the County Administrator to approve a contract with Blue Sky Consulting Group for \$88,470 ending December 31, 2014 for research on living wage and options to address poverty

Executive Summary:

During your Board's deliberation of the 2014 work priorities, direction was provided to the County Administrator to issue and Request for Proposal (RFP) to hire a consultant to carry out this work priority, with a desired project start date and recommendations available to the Board of Supervisors within the 2014 calendar year.

The County Administrator released an RFP with a closing date of June 17, 2014. One proposal was received. The consultant, Blue Sky consulting, is a public policy and economic analysis consulting firm specializing in economic, fiscal, and public policy research and analysis, with significant experience in areas directly relevant to the County's RFP. Recent work has included the analysis of several living wage and other economic policies in Southern California and San Francisco.

The Proposed team includes Blue Sky Consulting Group co-founders Matthew Newman and Tim Gage, and a senior researcher with Blue Sky. Matthew Newman has expertise with complex quantitative analyses, including projection and simulation models, budget analyses and forecasts, and cost benefit analyses, and is the former Executive Director of the California Institute for County Government, a nonpartisan public policy research institute dedicated to improving decision making at the local level through research and analysis. Tim Gage, currently an adjunct professor at University of Southern California Price School of Public Policy, is a highly regarded public servant, having spent over 24 years as a fiscal advisor with both houses of the California Legislature and as the Director of the California Department of Finance. Mr. Gage also served two terms as a member of the board of governors of the

California Independent System Operator (CAISO).

Because there have been successfully adopted living wage ordinances in multiple cities within Sonoma County, and with the recent release of the Portrait of Sonoma and work of Health Action, the consultant will leverage significant local research and work in addition to conducting original research and modeling. The County will also establish a project advisory group to help provide input and information to the consultants throughout the project.

The proposed project cost is \$88,470, with an anticipated project completion date within the 2014 calendar year. In order to make the desired project schedule, the County Administrator is requesting delegated authority to execute a contract upon finalizing contract negotiations. Without this delegated authority, the next available Board meeting is July 22, which may cause the project to move into Winter 2015.

A copy of the proposal is attached.

Prior Board Actions:

March 18, 2014: Adoption of Board of Supervisors 2014 Work Priorities

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 88,470	County General Fund	\$ 88,470
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 88,470	Total Sources	\$ 88,470

Narrative Explanation of Fiscal Impacts (If Required):

Appropriations are included in the Non-Departmental/Advertising 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:			
Blue Sky Project Proposal			
Related Items "On File" with the Clerk of the Board:			

Blue
Sky

CONSULTING GROUP

PROPOSAL TO ASSIST SONOMA COUNTY IN ASSESSING LIVING WAGE
OPTIONS TO ADDRESS POVERTY

Prepared for
SONOMA COUNTY

June 16, 2014

Submitted by
THE BLUE SKY CONSULTING GROUP

INTRODUCTION

The Blue Sky Consulting Group proposes to assist Sonoma County (the County) in its efforts to analyze a living wage policy and other options to address poverty. Our research, analysis, and economic modeling can help the County develop and implement an approach to addressing poverty in the County that is research based and developed utilizing the best, most current information about the impact of such policies developed in other jurisdictions and from peer reviewed published academic research.

By leveraging our expertise in economic modeling, research, and analysis as well as our recent experience analyzing a proposed living wage policy for the City of Los Angeles, we are in a unique position to assist Sonoma County in developing and implementing a policy tailored to the County's unique needs and circumstances.

ORGANIZATIONAL INFORMATION

The proposing entity is the Blue Sky Consulting Group, a California Limited Liability Company.

Address:

Blue Sky Consulting Group
1939 Harrison Street, Suite 211
Oakland, CA 94612

Phone: 510.654.6100

All correspondence related to this proposal and the contract should our firm be selected can be addressed to:

Matthew Newman
Phone: 510.654.6100 x202
Email: mnewman@emailbluesky.com

PROJECT TEAM

All work on the project will be completed under the leadership of Matthew Newman. Blue Sky Consulting Group co-founder Tim Gage will provide strategic guidance and economic and fiscal impact analysis expertise. Shawn Blosser will oversee the economic modeling efforts. Blue Sky research and clerical staff will be utilized as appropriate to provide additional assistance to the core project team.

Matthew Newman is a joint founder of the Blue Sky Consulting Group. Mr. Newman has expertise in developing and implementing complex quantitative analyses, including projection and simulation models, budget analyses and forecasts, and cost benefit analyses. Previously, Mr. Newman was the Executive Director of the California Institute for County Government, a nonpartisan public policy research institute dedicated to improving decision making at the local level through research and

analysis. He also worked for LECG, an international economics and public policy consulting firm, and for California's Legislative Analyst's Office. Mr. Newman is a Phi Beta Kappa, magna cum laude graduate of the College Honors program at the University of California at Los Angeles and holds a Master of Public Policy degree from Harvard University's Kennedy School of Government. He also teaches program and policy evaluation to graduate students at the University of Southern California Price School of Public Policy. In this capacity, he draws on his professional experience to help students develop the skills needed to become successful policy analysts and program evaluators.

Tim Gage is a highly regarded public servant, having spent over 24 years as a fiscal advisor with both houses of the California Legislature and as the Director of the California Department of Finance, where he directed a staff of 350 in the development of the state's \$100 billion budget. In the Legislature, Mr. Gage served as the chief fiscal advisor to two Presidents pro Tempore of the California State Senate and as the chief consultant to the Assembly Ways and Means Committee. During his tenure in state service, Mr. Gage specialized in state-local fiscal relations and tax policy. Mr. Gage also served two terms as a member of the board of governors of the California Independent System Operator (CAISO). Currently, Mr. Gage serves as adjunct faculty at the University of Southern California Price School of Public Policy. Mr. Gage received a Bachelor of Arts degree in Philosophy with honors from Harvard College and a Master of Public Policy degree from the Goldman School of Public Policy at the University of California at Berkeley.

Shawn Blosser is a Senior Consultant with the Blue Sky Consulting Group, a position he has held since 2005. He focuses on quantitative analyses of large datasets, complex statistical analysis and economic modeling. Mr. Blosser has designed and implemented complex quantitative analyses in areas as varied as consumer financial services, health care, waste management, and public finance, among others. Previously, Mr. Blosser was a fellow at the California Institute for County Government, where he assisted with the development of a series of regional economic forecasting models. Mr. Blosser also worked for six years at LECG, Inc., where he was a Senior Economist primarily involved in preparing economic analyses for corporate litigation and regulatory matters. Mr. Blosser received his B.A. with Honors in Economics from Stanford University and attended the graduate program in Economics at the University of Chicago, where his studies focused on environmental and urban economics.

Additional information about Blue Sky Consulting Group personnel and the range of engagements we have participated in is available on the Blue Sky Consulting Group website at www.BlueSkyConsultingGroup.com.

QUALIFICATIONS AND EXPERIENCE

The Blue Sky Consulting Group delivers analysis of and strategic insights into complex public policy issues at both the state and local levels. And, because analysis on its own cannot improve public policy decision making, we specialize in presenting the results of our work to policy makers and the public in a manner that is both clear and compelling. We have authored numerous reports for a policy-maker

audience and presented the results of complex fiscal, economic, and public policy issues to elected officials, community leaders, the media, and the public. Our extensive contacts in state and local government and the academic community enable us to bring a diverse set of analytical resources and insights to bear on our client engagements. Blue Sky affiliates include former California Franchise Tax Board Director Gerald Goldberg, former Director of the Senate Office of Research Elisabeth Kirsten, and former HUD Chief Economist Susan Woodward, among others. In total, the Blue Sky team consists of more than fifteen exceptional experts.

This expertise places us in a unique position to assist the County with an analysis of a living wage proposal and other efforts aimed at addressing poverty in Sonoma County. Indeed, much of our recent work is directly relevant to the subject of the current proposal. For example, we recently completed (in June 2014) an analysis of the impact of a proposed living wage for hotel workers in the City of Los Angeles. This analysis, prepared for the city's Office of Economic Analysis and presented to the city council, assessed the economic impact of the proposed living wage policy in terms of increase in wages and local economic activity, potential for offsetting reductions in the number of jobs and hours worked, impact on hotel industry profits, and the landscape for new investment in hotels following implementation of a such policy. Our work consisted of an extensive review of the existing published research literature on the effects of minimum wages generally, as well as an assessment of the unique circumstances of locally applied minimum wages, similar to a Sonoma County living wage.

This analysis of the likely effects of a living wage for Los Angeles hotel workers built upon our extensive experience in conducting local economic analyses. Previously, we assisted the City and County of San Francisco with an assessment of the effects of a proposed business tax change on the level of employment and the extent of economic activity overall in San Francisco. The policy proposal we analyzed involved changes to payroll taxes (among other changes) and required us to estimate the likely changes in employment and overall economic activity that would result from a change in the cost of hiring workers (similar to the effects of a minimum wage).

We performed a similar analysis for the City of Los Angeles, assisting the city's Office of Economic Analysis and the city council with an assessment of the economic impact of a proposed business tax change. Our analysis closely examined the issue of how differentials in the cost of doing business affect regional competitiveness and the location decisions of businesses, an important issue in any assessment of the impact of a local living wage policy. In addition to estimating changes in economic activity and employment, we also analyzed the likely change in the city's general purpose revenue sources that would result from a change in economic activity, such that the net fiscal impact of the business tax proposal could be evaluated. The results of our analysis were presented in a final written report as well as via several appearances before the Los Angeles city council and business tax advisory committee.

These projects have given us important, California-relevant experience in analyzing the effects of policies similar in their potential economic effects to a Sonoma County living wage policy.

These projects, in turn, leveraged our previous experience analyzing the state and local economic and fiscal effects of additional investments in manufacturing equipment in California, research on the fiscal and economic effects of new housing development, and a host of other economic analysis projects undertaken by the firm.

Beyond these economic analyses, firm co-founder Matthew Newman has published research on a state-only earned income tax credit (EITC). This research assessed the likely effects of such a policy, and examined the question of how a state-only EITC would interact with other means tested programs, including CalFresh and CalWORKs. Other work we have engaged in sought to assess the social and economic impacts of affordable housing programs, including the effects on health, educational attainment, and the economy. And, in 2012, we assisted Sonoma County with an assessment of its community engagement strategies. Through this project, we gained a deeper understanding of the County, its many important community groups, and the demographic and socio-economic characteristics of the population.

In sum, our current, relevant experience with living wages, economic analysis, and anti-poverty programs places us in a unique position to assist Sonoma County with an analysis of the impact of a living wage and other policies aimed at addressing poverty in the County.

PROJECT APPROACH AND WORK SCHEDULE

In order to assist the County with an analysis of a living wage and other means of addressing poverty, we propose to pursue a multipronged approach consisting of a review and analysis of the relevant data and research literature, economic and fiscal impact analysis and modeling, and presentation of our results in a manner that is clear and compelling. In order to complete this analysis, we will perform the following tasks:

1. *Analyze data and previous research on poverty in Sonoma County.* In order to address poverty in Sonoma County, an important first step is to research and analyze the characteristics of the County's population. What special circumstances or unique attributes distinguish the County's population? Do these characteristics present unique opportunities or challenges in terms of tailoring an anti-poverty strategy? In order to paint a picture of poverty in the County, we will review previous research and reports, including the recent Portrait of Sonoma County report. This report is very current and timely. Nevertheless, we will supplement the analysis and data in this report with any newly released, relevant data and information about poverty in the County, and the groups and programs already in place to address these issues.
2. *Review relevant research literature.* Building upon the analysis developed as part of task 1 (above), we will analyze previously published research on the effectiveness of efforts aimed at alleviating poverty, including living wage policies. This literature review will encompass both published, peer reviewed academic literature as well as research reports prepared by other jurisdictions that may identify best practices for addressing poverty at a local level. This effort will leverage the research

we recently conducted on the impact of minimum wages for the City of Los Angeles, as well as our access to and connections with the academic community (including researchers at the Price School of Public Policy at the University of Southern California where both of Blue Sky's co-founders teach).

3. *Synthesize demographic research, literature review and best practices.* Next, we will synthesize our analysis of the unique characteristics of Sonoma County and the results of our review of the literature and best practices from other jurisdictions in order to develop a tailored policy which can best assist the County in addressing the unique circumstances of its poorest residents.
4. *Model effects of any recommended policies.* In order to assist the County in determining the most appropriate course of action with respect to efforts to address poverty, we will develop estimates of the impact of any recommended policy options. This analysis will model the likely effects of any such policy on poverty, employment, and the county's economy overall. In addition, we will assess the impact of policy alternatives or variations, such as exemptions from a living wage for certain types of businesses or classes of workers. Finally, we will assess the fiscal impact of each policy on the Sonoma County budget. This analysis will be dynamic, in the sense that it will consider any direct costs of the policy, as well as the impact of any policy adopted on the County's economy and the resulting impact on the budget from these economic changes. Any such analysis will include the effects of a living wage for Sonoma County, and the likely effects on poverty and the economy of varying levels of a living wage.
5. *Develop policy recommendations and implementation plan.* Based on our research and modeling, we will develop a set of recommendations, including the appropriate rate for a living wage. These recommendations will be research and analysis based, and will be tailored to the unique circumstances of Sonoma County. The recommendations will be set in the context of an implementation plan, with specific actionable steps the County can take to advance the effort to reduce poverty.
6. *Draft Final Report and Present Results.* We will present the results of our analysis in a final written report and presentation to the County. This report will both present the results of our analysis as well as the methodology used to produce those results. This transparent approach will help ensure that the final product and results are viewed as credible and reliable. Our report will be drafted using clear, non-technical language so as to ensure understanding by a wide audience. The report will present information about each element of the project, including demographic information about the County's poorest residents, results of the literature and best practices review, data analysis and modeling to show the economic and fiscal effects of the policies evaluated, and recommendations and implementation steps that the County can pursue.

Working Closely with the Client

All work will be performed in close cooperation with the County so as to ensure that our work product exceeds the County’s expectations and is of the highest possible quality. This close cooperation will help to ensure that the final products, including the final report and presentation, produce the maximum possible benefit for the County.

Information Needed from County and to be Collected

The data and information needed to perform this analysis is largely available in the public domain. Such information includes labor market information from the Employment Development Department, population and demographic information from the Census Bureau, and socio-economic measures from various sources including the California Health Interview Survey and the Census Survey of Income and Program Participation.

In addition to these sources, our analysis may require information about public program participation in Sonoma County, such as participation rates and changes over time for CalFresh. Our fiscal analysis will also rely on county budget documents, and may require additional budget detail, such as the breakdown of certain revenue sources over time (in order to estimate how economic changes affect individual revenue sources).

Schedule

The following is a proposed schedule for the project:

Full Project Schedule			07-Jul-14	14-Jul-14	21-Jul-14	28-Jul-14	04-Aug-14	11-Aug-14	18-Aug-14	25-Aug-14	01-Sep-14	08-Sep-14	15-Sep-14	22-Sep-14	29-Sep-14	06-Oct-14	13-Oct-14	20-Oct-14	27-Oct-14	03-Nov-14	10-Nov-14	17-Nov-14	24-Nov-14	01-Dec-14	08-Dec-14	15-Dec-14	22-Dec-14	29-Dec-14	
Start	End	Task Description																											
7-Jul-14	29-Dec-14	Project management	[Task bar spanning from 07-Jul-14 to 29-Dec-14]																										
7-Jul-14	6-Aug-14	Review Sonoma County poverty data	[Task bar spanning from 07-Jul-14 to 06-Aug-14]																										
30-Jul-14	13-Sep-14	Research anti-poverty strategies	[Task bar spanning from 30-Jul-14 to 13-Sep-14]																										
6-Sep-14	27-Sep-14	Analyze strategies/determine best practices	[Task bar spanning from 06-Sep-14 to 27-Sep-14]																										
20-Sep-14	20-Oct-14	Collect data for modeling and analysis	[Task bar spanning from 20-Sep-14 to 20-Oct-14]																										
13-Oct-14	27-Nov-14	Model economic and fiscal impact results	[Task bar spanning from 13-Oct-14 to 27-Nov-14]																										
13-Nov-14	13-Dec-14	Develop recommendations and implementation plan	[Task bar spanning from 13-Nov-14 to 13-Dec-14]																										
29-Nov-14	29-Dec-14	Develop report and presentation	[Task bar spanning from 29-Nov-14 to 29-Dec-14]																										

COST OF SERVICE

The following is a proposed budget for the project:

Proposed Budget			
Project: Sonoma Living Wage			
Project Budget			
Personnel	Cost	Hours	Avg Rate
Project management	\$ 2,110	10.00	\$ 211
Review Sonoma County poverty data	\$ 3,520	16.00	\$ 220
Research anti-poverty strategies	\$ 10,720	48.00	\$ 223
Analyze strategies/determine best practices	\$ 7,840	32.00	\$ 245
Collect data for modeling and analysis	\$ 11,630	58.00	\$ 201
Model economic and fiscal impact results	\$ 31,400	120.00	\$ 262
Develop recommendations and implementation plan	\$ 8,800	32.00	\$ 275
Develop report and presentation	\$ 11,600	48.00	\$ 242
Project Total	\$ 87,620	364.00	\$ 241
Expenses/Subcontracts			
Travel, misc	\$ 250		
Purchase data	\$ 600		
Sub-Total Expenses	\$ 850		
Estimated Project Total	\$ 88,470		

REFERENCES

Reference 1			
Name of Firm: City and County of San Francisco			
Street Address: 1 Dr. Carlton B. Goodlett Place	City: San Francisco	State: California	Zip Code: 94102
Contact Person: Ted Egan, Chief Economist	Phone: (415) 554-5268	Email: Ted.Egan@sfgov.org	
Brief Description of Project: The Blue Sky Consulting Group assisted the Chief Economist with an analysis of the fiscal and economic effects of proposed changes to the City's business tax structure.			
Reference 2			
Name of Firm: City of Los Angeles, Office of Economic Analysis			
Street Address: 200 N. Main St. Suite 1500	City: Los Angeles	State: California	Zip Code: 90012
Contact Person: Trina Unzicker, Senior Administrative Analyst	Phone: (213) 978-7686	Email: trina.unzicker@lacity.org	
Brief Description of Project: The Blue Sky Consulting Group has completed multiple projects for the City of Los Angeles Office of Economic Analysis, including an assessment of changes to the business tax on the local economy, an analysis of the fiscal impact of a proposed large scale development project, and an overview of the impact of a proposed minimum wage policy for hotel workers.			
Reference 3			
Name of Firm: California Alternative Energy and Advanced Transportation Financing Authority			
Street Address: 915 Capitol Mall C-15	City: Sacramento	State: California	Zip Code: 95814
Contact Person: Steve Coony, Chief Deputy Treasurer	Phone: (916) 653-2995	Email: scoony@treasurer.ca.gov	
Brief Description of Project: The Blue Sky Consulting Group has assisted the State Treasurer's Office with multiple projects. Most recently, we assisted the office's ScholarShare College Savings program in an evaluation of the fiscal and economic effects of a tax credit program designed to increase savings for and participation in college.			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): County Counsel

Staff Name and Phone Number:

Steve Shupe, Deputy County Counsel
(707) 565-2421

Supervisorial District(s):

All

Title: Sonoma Clean Power Authority Legal Services Agreement

Recommended Actions:

Approve and authorize the County Counsel to execute the Legal Services Agreement between the Sonoma Clean Power Authority and the Office of the Sonoma County Counsel, and approve and authorize the Chair to execute a related conflict-of-interest waiver (\$100,000, agreement expires June 30, 2017).

Executive Summary:

The Office of the Sonoma County Counsel has provided "General Counsel" legal services to the Sonoma Clean Power Authority under an agreement that expires on June 30, 2014. The Authority's Board of Directors has appointed a General Counsel, but wishes to retain the services of the County Counsel's Office to perform as-needed legal services. Under the proposed agreement, the County Counsel's Office would perform legal services as requested for a period of three years, in an amount not to exceed \$50,000 in the first year, and \$25,000 in the second and third years, for a maximum of \$100,000 over the proposed three-year term.

There is a potential for conflicts of interest between the Authority and the County of Sonoma and other special districts as to which the Board of Supervisors act as the governing body. In particular, the Sonoma County Water Agency is actively pursuing the development of renewable energy projects in coordination with the Authority, which may require future negotiations between the Water Agency and the Authority if the Authority decides to purchase power from those facilities. In addition, the County of Sonoma has land use and other regulatory powers and interests that could potentially conflict with the interests of the Authority. To permit the County Counsel's Office to represent the Authority in light of such potential conflicts, both the Authority Board of Directors and the County Board of Supervisors must sign a waiver of such potential conflicts. The waiver makes clear that the Authority may not disqualify

the County Counsel's Office from representing the County or related entities if an actual conflict arises.

Prior Board Actions:

June 25, 2013: Approved Legal Services Agreement between County Counsel and SCPA for FY 13-14 (\$100,000) and related conflict waiver

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	\$ 50,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 0	Total Sources	\$ 50,000

Narrative Explanation of Fiscal Impacts (If Required):

County Counsel will receive income from the provision of services for SCPA in FY 14-15 through FY 16-17. Revenue will be based on actual legal services rendered to SCPA.

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:

Legal Services Agreement, Related Conflict Waiver



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 24, 2014

Vote Requirement: 4/5

Department or Agency Name(s): County Counsel/Human Resources

Staff Name and Phone Number:

Greg Dion, (707) 565-3806
Marcia Chadbourne (707) 565-2473

Supervisorial District(s):

All

Title: Legal Services Agreement

Recommended Actions:

1. Authorize County Counsel to execute an amendment to the legal services agreement with the Law firm of McNamara, Ney, Beatty, Slattery, Borges & Ambacher LLP, for tort defense legal services, for a thirty-six (36) month term from July 1, 2014 through June 30, 2017, in an amount not to exceed \$500,000.

Executive Summary:

The County of Sonoma has been self-insured for general and automobile liability since 1986 and from time to time retains various outside defense firms to represent the County in tort claims and civil litigation filed in State and Federal Courts. Law firms are assigned cases based upon their ability and specific experience with public entity defense. Board Resolution No. 85-2577 delegates responsibility for the oversight and management of civil litigation to County Counsel in consultation with the Risk Manager and both departments are responsible for the coordination and oversight of the work performed by outside counsel. Human Resources-Risk Management is responsible for the administration of all tort claims and litigation and County Counsel provides legal oversight and advice.

This is an amendment to an initial \$25,000 agreement with the Law Firm of McNamara, Ney, Beatty, Slattery, & Ambacher LLP, to provide specific legal services in connection with the litigation titled: Estate of Andy Lopez, et al. vs. Erick Gelhaus, County of Sonoma, et al., USDC Northern District of California, Case Number: 3:13-cv-05124. A committee consisting of the County Counsel, Risk Management, department staff, and Outside Counsel, completed a focused interview process with four law firms and selected the McNamara firm.

The initial agreement was executed under County Counsel's delegated purchasing authority, effective

November 18, 2013.

The amended Agreement proposed is a fee for service contract with no minimum or maximum amount of work guaranteed to the firm. The Agreement also contains a termination clause which allows the County to terminate the Agreement at any time. All legal services invoices are reviewed and approved by the Liability Manager, who tracks all work and expenses. To be consistent with our other legal services agreements for the handling of tort claims and civil litigation, this new Agreement is recommended for thirty-six (36) month term with a contract maximum limit not to exceed \$500,000. This limit may or may not be reached. Costs incurred with the firm will not exceed the maximum contract limits without authorization from your Board.

Prior Board Actions:

None

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 150,000		\$
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):

Approximate annual costs for the three year agreement will be \$150,000. Legal services are budgeted in the Self-Insurance Liability Index #596148 (mostly funded through contributions from all county departments/agencies). There are sufficient appropriations budgeted for FY 2014-15.

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. Legal Services Agreement Amendment			



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: Sonoma County Board of Supervisors

Board Agenda Date: June 24, 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, May 20, 2014 and June 17, 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. This item covers for the period the Board is not meeting in July. 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 June 17, 2014, drought extension request was approved, with the assistance of the Auditor, Controller, Treasurer, Tax Collector, we have tallied the costs of the response through June 3, 2014. Using FEMA reimbursement guidelines to determine costs, Water Agency and County personnel and supplies have totaled \$337,330. These numbers are available as a result of the tracking system put in place immediately after the first proclamation in February.

The Curbside Chipper program has begun to receive calls from the prioritized communities to arrange for chipping. First curbside chipping occurred on June XXX and additional chipping has been schedule to occur through July.

The Sonoma County Water Agency reports that regional water supply reservoirs remain well below average water supply capacities, including Lake Sonoma at 74 percent and Lake Mendocino at 46 percent.

Cumulative rainfall numbers for the time period of July 1, through May 12, 2014, includes:

1. Ukiah: Average (1894-2013) 36.66"; Current year: 16.70" (45.6% of average)
2. Santa Rosa: Average (1952-2013) 30.71"; Current Year: 18.08" (58.9% of average)

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:

- 06/17/2014: 30 Day extension of proclamation.
- 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 aid, 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)			
Related Items “On File” with the Clerk of the Board:			
None.			

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County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services Department

Staff Name and Phone Number:

Mark Hummel 707-565-3425

Supervisorial District(s):

All

Title: Comprehensive Facilities Condition Assessment

Recommended Actions:

Authorize Chair to execute an agreement with VFA, Inc., to provide consulting services for condition assessments of County-owned General Government facilities (\$342,731; agreement begins on July 1, 2014).

Executive Summary:

This item recommends an agreement with VFA, Inc., to conduct a comprehensive facility condition assessment and to report results and data to General Services Department relative to the condition of County-owned General Government facilities. General Services requires subject matter expertise with specific knowledge and skills needed to conduct the assessment, compile the collected data in an appropriately designed database and provide commensurate reporting capability.

Background

The County does not have a standardized, comprehensive assessment of the condition of its facilities. Many of these County-owned facilities are over fifty years old and have exceeded the typical useful life span for such buildings. Funding limitations and competing priorities have not facilitated the timely repair and/or replacement of critical facility components at recommended industry levels. As a result there is currently a lack of clarity relative to the condition of facilities and systems across the General Government facility portfolio though there is clear recognition that there exist multiple needs. This lack of clarity presents challenges to prioritizing the allocation of limited capital dollars towards major repairs and replacements.

The Assessment

This assessment will methodically evaluate the condition of the County's General Government facilities including offices, certain specialty staff work areas, and Veterans Halls – providing current and accurate information on the condition of structures and systems across the General Government facility portfolio.

It will include evaluation of sub-components and systems for each building assessed, and provide corresponding condition ratings. Information captured in database format will allow reporting that shows deferred maintenance values for each facility, estimates the remaining useful life of each building and its systems, anticipates major repairs and replacements, provides schedules for repair work, and summarizes the capital outlays needed to perform the work. This information will allow the County to prioritize short term repair and replacement efforts and identify priority and return in investment for projects included in the five-year Capital Project Plan and corresponding annual Capital Projects Budget. The assessment will provide the ability to track and report the facility condition ratings across the inventory which will better inform long term planning and development efforts. The reporting will establish a platform that quantifies the value of the facility portfolio and sets ranges on the possible cost to bring it up to the condition values recommended by industry standards. These work efforts will be conducted in the following order:

1. Phase 1: Chanate Medical Complex
2. Phase 2: County Center and outlying facilities.

A more detailed work plan (Exhibit A) is attached to this report.

Consultant Selection

A Request for Proposals (RFP) for the Comprehensive County Facilities Assessment was posted to the County Purchasing website on August 16, 2013. Sixteen written proposals were received and evaluated against criteria stated in the RFP. The five top-ranked firms were invited to make a presentation to staff in December 2013 on their qualifications, experience and capabilities. Three finalist firms were interviewed in January 2014, with emphasis on database reporting capability. The staff evaluation panel included representatives from General Services Department, Auditor-Controller-Treasurer-Tax Collector Department, and County Administrator's Office. VFA received the highest score overall and was selected as the preferred consultant with which to negotiate final scope and fees. Staff conducted reference checks and confirmed that VFA currently holds contracts with Santa Clara County for facility condition assessments and has performed prior satisfactory work for California Department of Corrections and Rehabilitation as well as for Solano County. Staff has determined that the negotiated scope is complete and that the corresponding fees are reasonable, providing best value to the County.

Funding

This project will be funded from the recommended Fiscal Year 2014 – 2015 Capital Projects Budget, which has been approved by the Board. The total project budget is \$475,000 and represents costs for the consultant's fee and General Services Department staff time. The expenditure reflects costs associated with taking a holistic approach to determining the condition of all county General Government facilities and provide information that better informs the decision making process associated with addressing facility needs.

Steps Following Approval

Staff will utilize condition information to prioritize work, will continue to update facility and system condition reporting as work occurs, and will include relevant facility condition information and staff recommendations in the County's annual Five-Year Capital Project Plan.

Effects of not Performing Facility Assessment

Absent a comprehensive facility assessment, the General Services Department will continue to evaluate buildings on a reactive and case-by-case basis in most cases driven by the need to quickly address and prioritize a major repair and replacement need. General Services will not have the comprehensive information required to accurately plan for and prioritize any future capital investments associated with any county campus redevelopment initiative. In addition the lack of information increases the level of exposure to system and structural failures that in most cases lead to higher mitigation costs.

Prior Board Actions:

05/21/13 – Board received the recommended Five-Year Capital Project Plan for the period FY 2013-14 through FY 2017-18; 01/15/13 – Board accepted the Comprehensive County Facilities Plan; 04/07/09 – Board received information on County Administration Center Site Evaluation and Opportunities Analysis.

Strategic Plan Alignment Goal 3: Invest in the Future

The condition assessment allows General Services Department staff to make informed recommendations relative to investing in the County’s facility portfolio, both in terms of major repairs and replacements as well as in terms of the renewal of entire facilities or campuses as envisioned in the County’s Comprehensive Facility Plan. Such recommendations in turn help support development and maintenance of County facilities within the broader context of Safe and Caring Communities.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 342,731	County General Fund	\$ 342,731
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 342,731	Total Sources	\$ 342,731

Narrative Explanation of Fiscal Impacts (If Required):

This item authorizes \$342,731 for consulting services, expended in F.Y. 2014-15 against approved Capital Projects Budget allocation. Additional \$132,269 for project staff management will also be funded from the approved F.Y. 2014-15 Capital Projects Budget.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
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Narrative Explanation of Staffing Impacts (If Required):

Not applicable.

Attachments:

Attachment A: Exhibit A – Scope of Services, Attachment B: RFP List of Respondents

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

4 Copies of the Consulting Agreement between the County of Sonoma and VFA, Inc.

1 Ea VFA Proposal to County of Sonoma

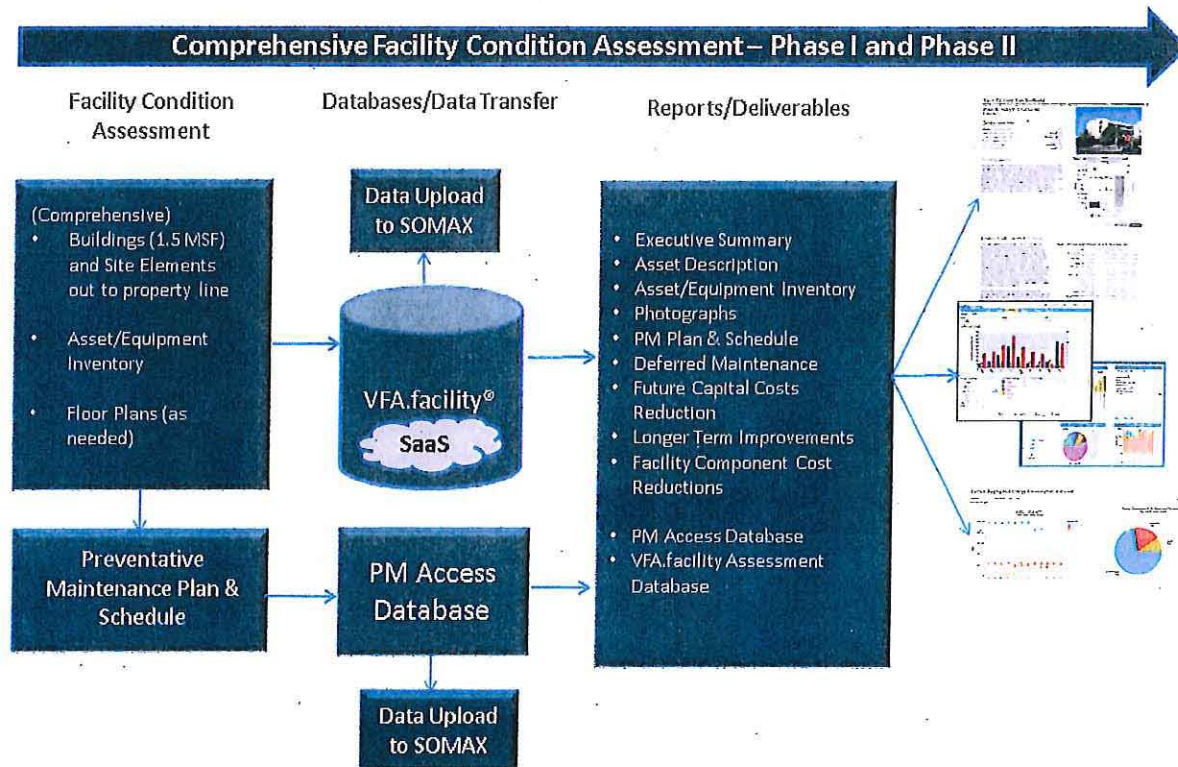
Attachment A

Scope of Services

Project Understanding

The County of Sonoma's Facilities Development and Management group is preparing a county-wide Total Asset Management Plan for short and long term management of all general government facilities. As part of the plan, the county would like to lessen the energy, operational and capital costs associated with facility maintenance. To inform development of this plan, the county is seeking an evaluation of the current condition of its buildings and site assets, from which decisions will be made on whether the assets should be upgraded, maintained, or disposed of. The engagement covered by this RFP will consist of determining the current condition of the County's General Government facilities and the short and long term level of reinvestment required to meet the County's goals. Deliverables are expected to provide the County with objective, analytical findings, and a recommended plan of action and budget.

Solution Overview Diagram



Services to be Provided

Detailed Facility Condition Assessment – Buildings and Site Elements

VFA will perform a full, non-intrusive visual assessment of the County's portfolio (66 buildings; 1,456,766 GSF) consisting of Phase I and Phase II buildings plus site assets to identify visual defects as well as the current lifecycle condition of each building and its component systems. The base assessment will include foundations, structure, building envelope, roof, interior construction, mechanical, electrical and plumbing systems, including identifying needs to address life safety and code issues.

As part of the assessment, VFA will:

- Summarize and analyze current building and system conditions;
- Provide a description of each specific building, major system, site or utility surveyed;
- Provide detailed cost estimates for required repair or replacement of deficiencies;
- Identify and prioritize (based on condition) existing deferred maintenance needs;
- Identify and document any specific deficiencies and building code requirements;
- Calculate the facility condition index (FCI) and current replacement value (CRV) for each facility;
- Suggest a preventative maintenance schedule and cost estimates to extend the useful life of assets;
- Review current deferred maintenance and ongoing maintenance policies and procedures and provide recommendations for improvements;
- Determine what information will be useful for input into the county's SOMAX CMMS software (assisted by county staff) and provide data accordingly.

Site Condition Assessment

The assessment of site and utilities assets will include: paving, walkways, fences, exterior lighting, surface and in-ground drainage, in-ground utility vaults/boxes, storm water management system, up to and including the exterior disconnect of the service.

Asset Inventory

VFA will perform an asset (equipment) inventory and record information such as equipment type, manufacturer, model number, serial number, capacity, and year installed for the following fixed equipment:

Boilers
Air Conditioning Units
Main Switchgear
Tanks
Gas Compressors

Chillers
Exhaust Fans
Circulation Pumps
Sump Pumps

Air Handling Units
Fire Sprinkler Systems
Fire Alarms
Air Compressors

Floor and Roof Plan Markups

Reports will include site, roof and floor plans for each facility, for buildings where base drawings are available from the county. VFA will mark up the plans with locations of requirements, existing condition photos, and inventoried equipment photos. Plans will use county-provided plans as the base drawings wherever possible. Where the county cannot provide appropriate plans, the proposal includes an allowance (based on a daily rate) for the VFA team to create a new SCHEMATIC plan of the appropriate elements to serve as the base plan. Schematics are not "as built" nor "to scale" drawings.

Preventative Maintenance Schedule

VFA will review county preventative maintenance plans, compare them to industry standards for best performance, and make recommendations for task lists, task frequency and manpower levels that will help the county establish PM practices to keep building components working and working for a long time.

The proposed program includes, but is not limited to: reviewing and creating new preventive maintenance (PM) tasks specific to each type of equipment, creating predictive maintenance (PdM) tasks, and inspection schedules.

VFA's PM Review Report will help the County identify the time and manpower needed for the proper maintenance of equipment, analyze the performance of the maintenance tasks, and analyze the costs associated with the equipment.

The preventive maintenance schedule will be produced using industry standard practices and procedures for typical building equipment and will use current practices for the process related equipment.

Databases

VFA.facility

VFA.facility is an integral part of the solution for the County's facility condition assessment and sustainment planning needs. With VFA.facility, the County can record and update the condition of its facilities, estimate costs, forecast capital needs, explore tradeoffs between funding scenarios, rank and prioritize projects to meet specific budget targets, and share information via dozens of built-in reports and user-customizable reports and data exports. VFA.facility can be the repository of record for the County's asset information, including attaching electronic documents such as photos, drawings, specialized studies, warranties, etc., in any format.

FacilityView™

VFA FacilityView™ unlocks the value of VFA.facility® data for the stakeholders you choose – such as executives, department heads, risk managers, environmental or energy managers, building occupants or community members – providing quick and secure access to key information about your real estate portfolio, delivered to a desktop or mobile tablet.



Preventative Maintenance Management Database

The preventative maintenance schedule will be provided in MS Access database format. The database includes PM tasks and frequency schedules for each piece of inventoried equipment. It also can be used to record which tasks get completed (but likely the county will use its CMMS system to do that.) The PM data can be exported to the SOMAX system.

Reports/Deliverables

VFA's project manager will provide an FCA deliverable to the County of Sonoma that will consist of an executive summary, glossary and assessment methodology overview. The individual reports include building reports, funding reports, system renewal reports and requirements reports. Reports will include the Facility Condition Index (FCI), photographs of each facility, and multi-year annual expenditure forecasts.

VFA will incorporate feedback provided by the county on draft data into final versions of all deliverables.

Aside from the reports listed in the solution overview diagram, deliverables will include:

- Preventative Maintenance Management database
- VFA.facility capital planning management database
- On-site training on VFA.facility software for up to 10 people (2 days)

Data Transfer

VFA.facility has the ability to export data to external applications including CMMS (i.e. SOMAX). The format of this data is a comma separated value flat file (CSV). This file can then be imported into the County's Computerized Maintenance Management System – SOMAX.

Exhibit A

Proposal to the County of Sonoma for Comprehensive Facilities Condition Assessment
 Submitted: September 30, 2013/Revised March 21, 2014

The preventive maintenance schedule will be produced using industry standard practices and procedures for typical building equipment and will use current practices for the process related equipment.

Exhibit 1 Building and Site List

Building Name	Sq Foot	Bldg Use
COUNTY CENTER		
01020 Administration	45,682	Municipal Bldg
01050 Fiscal	40,430	Municipal Bldg
01070 Agriculture	28,160	Municipal Bldg
01130 Mechanical Bldg/CMP	8,471	Central Plant
01120 Data Processing	15,524	Municipal Bldg
01040 Human Services	44,484	Municipal Bldg
01060 Hall of Justice	129,361	Court House
01060 Emergency Operation Center	5,400	Sheriff
01030 Permit and Resource Mngt	31,360	Municipal Bldg
01210 La Plaza Buildings A & B	68,600	Office 2 Story
01230 Social Services Annex (F&C)	13,200	Office (Kitchen)
01140 Children's Day Care Center	2,300	Day Care Center
01180 370 Admin Drive (Old RCU)	14,995	Office 2 Story
05113 2755 Mendocino Ave	20,814	Office 2 Story
01010 Sheriff Building	61,246	Sheriff
Adult Detention MADF		
01910 Courts and Offices	29,200	Court House
01910 Detention	219,750	County Jail
01910 MADF Addition	72,420	MADF Expansion
Adult Detention NCDF		
04903 Unit 301 - Female Min.	6,452	Dormitory 50 person
04902 Units 201/202/203 - Male Med.	17,700	County Jail
04920 Office/shop	3,065	Light Manu. Plant
00000 Storage Garage	3,126	Warehouse
04921 Metal Building - Paint Booth	2,500	Garage Svc. Station
04930 Storage Greenhouse	344	Warehouse
04904 Building 400 - Administration	17,893	Municipal Bldg
04904 Unit 401 - Max.	2,767	County Jail
04901 Unit 101	13,343	County Jail
04905 Unit 501/502	17,087	County Jail
Chanate Medical Complex		
02010 Public Health Building	18,071	Office / Lab
02130 Wellness Center	7,300	Office 2 Story
02240 Norton Center	24,261	Medical Clinic
02243 Norton Center Annex (Modular)	4,260	Office 2 Story
02020 Chanate Hall (Mental Health Bldg)	16,630	Office 2 Story
02110 Morgue	5,700	General Hospital
Los Guillucos Juvenile Detention		

Exhibit A

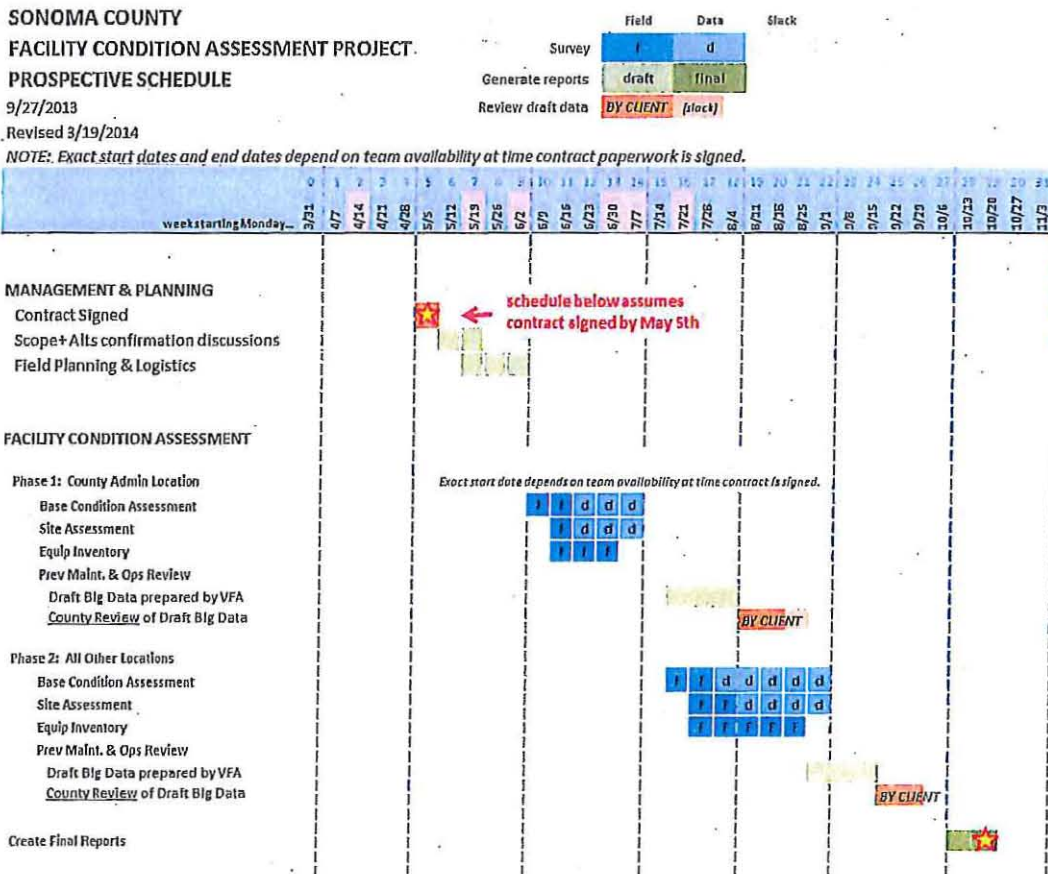
Proposal to the County of Sonoma for Comprehensive Facilities Condition Assessment
 Submitted: September 30, 2013/Revised March 21, 2014

03222 Fac Ops Office	1,516	Light Manu. Plant
03223 Shop/Maintenance Bldg	5,058	Garage Svc. Station
03221 Woodshop	3,232	Light Manu. Plant
03330 VOM Children's Home	8,926	Dormitory 50 person
03103 Range	5,800	Police Training Fac.
03350 New VMCH	25,752	VMCH 1,2,3
03351 New VMCH/RCC Administration	22,558	VMCH 1,2,3
03320 New Juvenile Justice Center	150,167	JCC
Youth Camp		
05025 Shops	4,300	Garage Svc. Station
05024 Main Building	4,277	Dormitory 50 person
Other Facilities		
05112 Orenda Center	13,440	Office (Kitchen)
05056 Guerneville Library	3,000	Public Library
04120 Heavy Equipment	14,750	Garage Svc. Station
04140 Animal Shelter	23,536	Light Manu. Plant
04130 Agriculture Warehouse	2,592	Warehouse
05312 Sheriff Sonoma Substation	4,300	Project 5208f
05202 Petaluma City Hall Annex	6,400	Municipal Bldg
Veterans/Community Center Buildings		
11301 Cotati	5,420	Community Center
11201 Sebastopio	17,800	Community Center
11321 Sonoma	16,200	Community Center
11031 Occidental	7,752	Community Center
11011 Guerneville	9,296	Community Center
11311 Petaluma	23,800	Community Center
11101 Santa Rosa	45,650	Community Center
Former Family Practice Clinic A	3,870	Clinics
Former Family Practice Clinic B	3,870	Clinics
Former Family Practice Clinic C	3,870	Clinics
Former Family Practice Clinic D	3,870	Clinics
Former Family Practice Clinic E	3,870	Clinics
Kitchen Equip in Main Adult Facility		
Kitchen Equip in NCounty Det Facility		
Kitchen Equip in Juv. Justice Ctr		

Proposal to the County of Sonoma for Comprehensive Facilities Condition Assessment
 Submitted: September 30, 2013/Revised March 21, 2014

Project Schedule

VFA can deliver draft reports for all tasks in the RFP as soon as 160 days (within 4 months) from contract signing date. If delivery in that time frame is not needed, we would recommend doing the project a little slower (over 6 months), which would allow for less intense scheduling and support by County personnel at each site.



Attachment: B

Facility Condition Assessment: List of Respondents to RFP

1. VFA: Irvine, CA
2. CALTROP: Santa Rosa, CA
3. ISES: Stone Mountain, GA
4. EMG: Hunt Valley, MA
5. ALPHA: San Antonio, TX
6. JLL- JONES, LANG, LASALLE: San Francisco, CA
7. VFMC: San Jose, CA
8. BUREAU VERITAS: Sacramento, CA
9. GENSLER: San Francisco, CA
10. JORGENSEN: Irvine, CA
11. THORTON TOMASETTI: San Francisco, CA
12. KITCHELL: Sacramento, CA
13. AXIS: Hayward, CA
14. FAITHFUL GOULD: San Francisco, CA.
15. GHD: Santa Rosa, CA
16. AECOM: Los Angeles, CA



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Jane Elias: 707-565-6483

Supervisorial District(s):

4th District

Title: Certification Agent Services with the Town of Windsor, Windsor Efficiency Pay As You Save (PAYS) Program

Recommended Actions:

Authorize the General Services Director to execute the Contract Amendment extending the role of the Certification Agent and the Agreement between the County of Sonoma and the Town of Windsor for the Windsor Efficiency PAYS Program. The amended expiration date of the program will be June 30, 2015 or upon completion of projects for 2,000 customers, whichever comes first, for a maximum revenue of \$156,600.

Executive Summary:

In August 2012, the County of Sonoma, through the Sonoma County Energy Independence Program (S.C.E.I.P.), entered into a one year pilot program agreement with the Town of Windsor to provide Certification Agent services for the Windsor Efficiency PAYS Program. Under the Program, the Town's utility residential customers (Participants) purchase an array of resource efficiency measures that meet their needs while using less water or energy or both. The measures are financed by the Town and repaid by Participants over time with a monthly surcharge on their utility bill in an amount that is lower than the Participant's estimated savings. The Town of Windsor has a goal to reach a combined total of 2,000 customers. To date there have been 211 single family home and 4 multi-family apartment complex upgrades for a total of 434 participating residences, leaving a balance of 1566 customer installations to be completed.

Under the Certification Agent Agreement, the County, through S.C.E.I.P., is providing the following services (full scope of services is provided in Attachment 1):

- Handle all customer and contractor inquiries
- Perform telephone calls and random on-site inspections to program participants, before and after projects are completed for quality assurance
- Train and certify program contractors

- Authorize disbursements to program contractors and suppliers
- Assure that program limits on participation (i.e., 2,000 customers) and capital funding (i.e., \$4,000,000) are not exceeded by creating and maintaining a tracking system.

Over the course of the last year, S.C.E.I.P. staff has fielded over 675 phone inquiries on the program hotline, provided over 275 telephone follow-up inquiries and over 40 on-site inspections for quality assurance to program participants. A collateral benefit in undertaking the certification role is the opportunity to increase awareness of other energy and sustainability initiatives and promote participation in the County’s P.A.C.E. financing program. To date, three (3) participating homeowners have applied for P.A.C.E. financing to make additional energy improvements to their homes.

Since the launch of the Program, the Town has recognized the following participation and estimated savings:

- 434 participating residences
- 551 toilets installed (0.8 gpf)
- 479 low-flow showerheads installed (1.25 – 1.5 gpm)
- 836 faucet aerators (1 – 1.5 gpm)
- 29,325 square feet of turf removal
- Over 6.2 million gallons per year savings
- Over 24,000 therms / 74,000 kilowatts per year saved

In May 2014, the Town of Windsor Town Council voted unanimously to extend the Windsor Efficiency PAYS Program through June 30, 2015 as currently implemented. Program extension will not affect the current structure of the Certification Agent Agreement.

Prior Board Actions:

3/19/2012: The Regional Climate Protection Authority (R.C.P.A.) held a meeting with the Sonoma County Transportation Authority (S.C.T.A.) to discuss accomplishments, which included development of the Windsor Efficiency PAYS on Water Bill Financing Pilot Program.

6/26/2012: Board authorized the General Services Director to execute the Certification Agent Agreements with the Town of Windsor, Windsor Efficiency PAYS Program.

7/30/2013: Board authorized the General Services Director to execute the Contract Amendment extending the Agreement between the County of Sonoma and the Town of Windsor through June 30, 2014.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This agreement supports the County’s Strategic Plan for “shared services” and collaborations with other public entities while encouraging the installation of water conservation and energy efficiency improvements.

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 156,660		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 156,600
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 156,600	Total Sources	\$ 156,600
Narrative Explanation of Fiscal Impacts (If Required):			
<p>The extension of the Certification Agent Agreement will change the program time limit only. The Budgeted Amount of \$156,600 and Funding Source of \$156,600 listed in the Fiscal Summary – FY 14-15, are based on the current program maximum amount of \$200,000 less \$43,400, the amount that has been allocated for services rendered to date.</p> <p>There are no anticipated fiscal impacts for the fiscal year (FY 14-15, the term of the Amended Agreement). Staff resource costs required to perform the functions of the Certification Agent will be reimbursed by the Windsor Efficiency PAYS Program on a per residence basis of \$100 per unit, up to \$156,600.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1, Certification Agent Duties			
Related Items "On File" with the Clerk of the Board:			
<p>1 copy of Amendment to Attachment R Windsor Efficiency PAYS Utility/Certification Agent Agreement extending the program through 6/30/15</p> <p>1 copy of Amendment to Attachment R Windsor Efficiency PAYS Utility/Certification Agent Agreement executed 6/25/13 extending program through 6/30/14</p> <p>1 copy of Attachment R Windsor Efficiency PAYS Utility/Certification Agent Agreement executed August 1, 2012</p>			

Attachment 1

Certification Agent Duties as defined in Request for Proposal submitted to R.C.P.A. January 11, 2012

The Certification Agent's duties, the forms and contracts to be used, and the protocols to be followed will be finalized as part of the Windsor Efficiency PAYS® Program Design. However, at this time it is expected that the Certification Agent will be responsible for:

1. Handling all customer and contractor inquiries about the pilot program including calls from customers who want to opt out of the program or those who previously opted out of the pilot and now want to participate, and referring those who want to participate, or their contact information, to Certified Contractors. (NOTE: Most contractors will be assigned customer lists by Windsor and/or RCPA to whom they can market program measures.)
2. Certifying (or de-certifying) contractors once the pilot is operational (initial certifications will be performed by RCPA).
3. Acting as Windsor customer agent for the installation of program-eligible measures by verifying by telephone (or the inspections described in #4 below) that the resource efficiency measures proposed for installation by a Certified Contractor are suitable for the customer's end uses and are estimated to result in sufficient savings in water and/or energy usage to qualify for the pilot.
4. Completing on-site inspections prior to authorizing work (in order to verify Certified Contractors' performance and compliance with all program protocols) for at least 5-percent of customer installations (i.e., 100 inspections based on 2,000 completed projects).
5. Ensuring all program forms are complete, accurate, properly recorded using Windsor Efficiency PAYS® Data Sheets and/or RCPA supplied spreadsheets; forwarded in a timely manner (electronic and paper copies of files of completed projects) to the Town of Windsor.
6. Ensuring complete, accurate, and proper data entry of customer surcharges and Data Sheet information into Windsor's management and information system using CITRIX remote client software.
7. Setting up and maintaining the program checking account and managing finances.
8. Verifying by telephone (or the inspections described in #9 below) that, upon notification by a contractor or customer that work has been completed, the customer is satisfied with the installation and that the contractor(s) has properly installed the correct program measures; has instructed the customer on their proper use, operation, and maintenance; and has completed all program responsibilities.
9. Providing on-site inspections of completed work for at least 10-percent of projects (i.e., 200 based on 2,000 completed projects).
10. Working to obtain a mutually satisfactory resolution in the event of disputes between customers and contractors and participating in any complaint resolution process in accordance with signed agreements between the parties.
11. Determining whether contractors' work is acceptable, in accordance with the Contractor Installation Agreement, Federal, State, and Local codes, and manufacturers' installation standards, and, if necessary, taking steps to ensure problems are corrected. Steps will include charging contractors penalty fees for failed inspections and arranging for independent subcontractors, selected and trained by the Certification Agent, to make additional inspections of that contractor's work.

12. Making payments to contractors, suppliers, Windsor, and itself once the work has been completed and accepted, and instructing the Town of Windsor to initiate billing surcharges.
13. Evaluating any report of a failed Windsor Efficiency PAYS® measure, and causing the measure to be repaired or replaced unless repairs would require the payment term to be extended (as described in #14 below) beyond the estimated useful life of the measure(s).
14. Notifying the Town of Windsor in the event that an installed measure is repaired or replaced and repair costs are not covered by warranty to extend the number of billing periods subject to the surcharge as required to recover all repair or replacement costs including Certification Agent's administrative costs. If Certification Agent determines repairs cannot be made, it will notify Windsor to stop billing surcharges at that location.
15. Re-calculating minimum customer usage thresholds used to qualify measures in the event that the Capital Provider increases interest rates.
16. Supplying the Town of Windsor or RCPA with information and assistance as needed to prepare the required monthly ARRA reports on this project and with copies of any materials otherwise required for their oversight or pilot evaluation upon their request.
17. Implementing all assigned duties as described in the Windsor Efficiency PAYS® Program Design and upon identifying any conflict between the Windsor Efficiency PAYS® Program Design and the Certification Agent contract or this RFP, seeking written clarification from the Town of Windsor or RCPA.
18. Participating in good faith in any RCPA or Windsor evaluation of this pilot program,



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Marc McDonald, General Services, 707-565-3468
Rita Scardaci, Health Services, 707-565-4778

Supervisorial District(s):

All

Title: New lease for 2250 Northpoint Boulevard, Santa Rosa

Recommended Actions:

1. Authorize the Clerk to publish a notice, declaring the Board's intention to execute a lease with Santa Rosa Northpoint Associates, LLC (Landlord), comprised of approximately 9,683 sq. ft. of office space, located at 2250 Northpoint Boulevard, Santa Rosa, for the Department of Health Services Driving Under the Influence Program, for an initial rate of \$1.30 per sq. ft. (approximately \$12,588 per month, or \$113,291 per year), which is subject to adjustment as more particularly described in the proposed lease, for a 63-month initial term with two, 5-year extension options.
2. Authorize the General Services Director to execute a letter-agreement whereby the Landlord of said building will prepare architectural construction drawings and apply for building permits prior to potential execution of the proposed lease by the County.

Executive Summary:

This item requests the Board to: 1) authorize the Clerk to publish a notice declaring the Board's intent to execute a lease for approximately 9,683 sq. ft. of office space located at 2250 Northpoint Boulevard, Santa Rosa, at an initial rate of \$1.30 per sq. ft. for an initial term of 63 months, with two, 5-year extension options; and 2) authorize the General Services Director to execute a letter-agreement whereby the Landlord of the building will prepare architectural construction drawings and apply for building permits prior to potential execution of the proposed lease by the County.

DUI Program and Offices. The Sonoma County Department of Health Services ("DHS") has occupied 9,711 sq. ft. of leased office space at 1250 and 1300 Coddington Center, Santa Rosa ("Original Premises") since February, 1993, where DHS provides assessment, treatment, and counseling services through its Driving Under the Influence ("DUI") Program. This program provides education classes and individual sessions for individuals who have been convicted of a DUI. The DUI Program handles approximately 3,000 annual enrollments, with up to 20 groups per day. On average, there are approximately 285 individuals attending DUI classes daily. In addition, there are up to 50 daily visits to

the Premises from individuals participating in one-on-one appointments, paying their bills, and/or enrolling in classes.

The landlord, Coddling Enterprises (“Landlord”) for the Original Premises had informed the County of its intention to redevelop the Original Premises and adjacent properties for retail use. On February 14, 2014, your Board approved an amendment to extend the lease for the Original Premises through September 30, 2014, to allow the County time to secure an alternative site for its DUI Program.

In addition to extending the lease term, the amendment lowered the lease rental rate from \$1.56 per sq. ft. to \$1.50 per sq. ft. through September 30, 2014, representing a 4% reduction, or savings of \$557 per month; and provided for a \$10,000 allowance to be used by County towards repairs, and/or relocation or moving expenses. In the event that the proposed lease is not approved, County may hold over at the Original Premises beyond September 30, 2014, on a month-to-month basis, at a rate of \$600 per day. (The current rental rate for the Original Premises is \$479 per day.)

Program relocation to new proposed Lease Space. After an exhaustive search of available office facilities in Santa Rosa, staff identified a site at 2250 Northpoint Boulevard (“Northpoint Premises”). The Northpoint Premises is located in southwest Santa Rosa, convenient to public transportation and other amenities. The Northpoint Premises are comprised of 9,683 sq. ft., and would provide administrative offices, conference rooms, classroom and confidential meeting rooms, and a large waiting room/ reception area for DHS clients.

New Lease Terms. Staff has negotiated a lease with the Landlord, the proposed terms of which are as follows:

- Premises: 2250 Northpoint Boulevard, Santa Rosa, consisting of approximately 9,683 rentable sq. ft. (Please see Attachment 1, Floor Plan).
- Initial Term: Sixty-three months. Rent for the first three months would be free.
- Options: Two, five-year options to extend the lease term.
- Monthly Rent: \$1.30 per sq. ft., or \$12,588 per month. County would pay for its share of PGE utilities, estimated at \$.15 per sq. ft. per month. Landlord would pay for maintenance, janitorial and other utilities.
- Rental Adjustments: The monthly rent will be increased by annual 3% fixed increases.
- Lease Concessions: County is provided with a tenant improvement allowance of \$20 per sq. ft., or \$193,660. County is also provided with three months’ rent credit for the first three months, or approximately \$37,764 (3 x \$12,588).
- Funding: Funding is provided by client fees.

Long Term Health Services Space Needs and County Comprehensive Facilities Plan. As part of developing the County Comprehensive Facility Plan (CCFP) staff examined all Health Services programs and clients and determined the optimum synergy between program location and the delivery of program services. Based on this analysis, the Plan recommends a two-part service delivery model that consists of the consolidation and centralization of some DHS core functions at the County

Administration Center, coupled with the utilization of outlying or non-campus service delivery centers. This strategy attempts to balance the accessibility of services for clients with optimizing the ability to leverage program resources to maximize efficiencies. Relative to the DUI Program, FDM and DHS staffs support the CCFP recommendation that the DHS DUI Program can best be delivered at external and stand-alone sites. Therefore, staff proposes that the continued use of leased space as the most viable option to meet current and future program space needs.

Proposed Letter Agreement: As previously noted, the DUI Program currently has a short-term lease that will terminate at the end of September 2014. In order to expedite construction of the new Premises and to facilitate efforts to have the Premises as early as possible for relocation of the DHS DUI Program from the current Premises, staff proposes a letter-agreement whereby the landlord will proceed with construction drawings and permit applications during the public noticing period required by the California Government Code, provided the County guarantees reimbursement of these costs, in an amount not to exceed \$15,000, should the Board of Supervisors not approve the proposed lease by July 29, 2014. In the event the County executes the proposed lease, County will have no obligation to reimburse landlord for these costs, as they are a landlord responsibility under the proposed lease. The letter-agreement (Attachment 2) is proposed as a means to attain the targeted occupancy date of September 1, 2014.

Procedural Authority. Government Code Section 25350 requires the Board to publish a notice of its intention to enter into a lease agreement valued at more than \$50,000 for three (3) consecutive weeks before consummation of the agreement. Staff has prepared the attached notice for publication, which sets July 22, 2014 as the date and time of the meeting to authorize execution of the lease. By approving this agenda item, the Board directs the Clerk of the Board to publish the notice in accordance with Government Code Section 25350. Upon conclusion of the required notice publication period, the Board would receive any public comments at its regular meeting of July 22, 2014 and authorize the General Services Director to execute the lease.

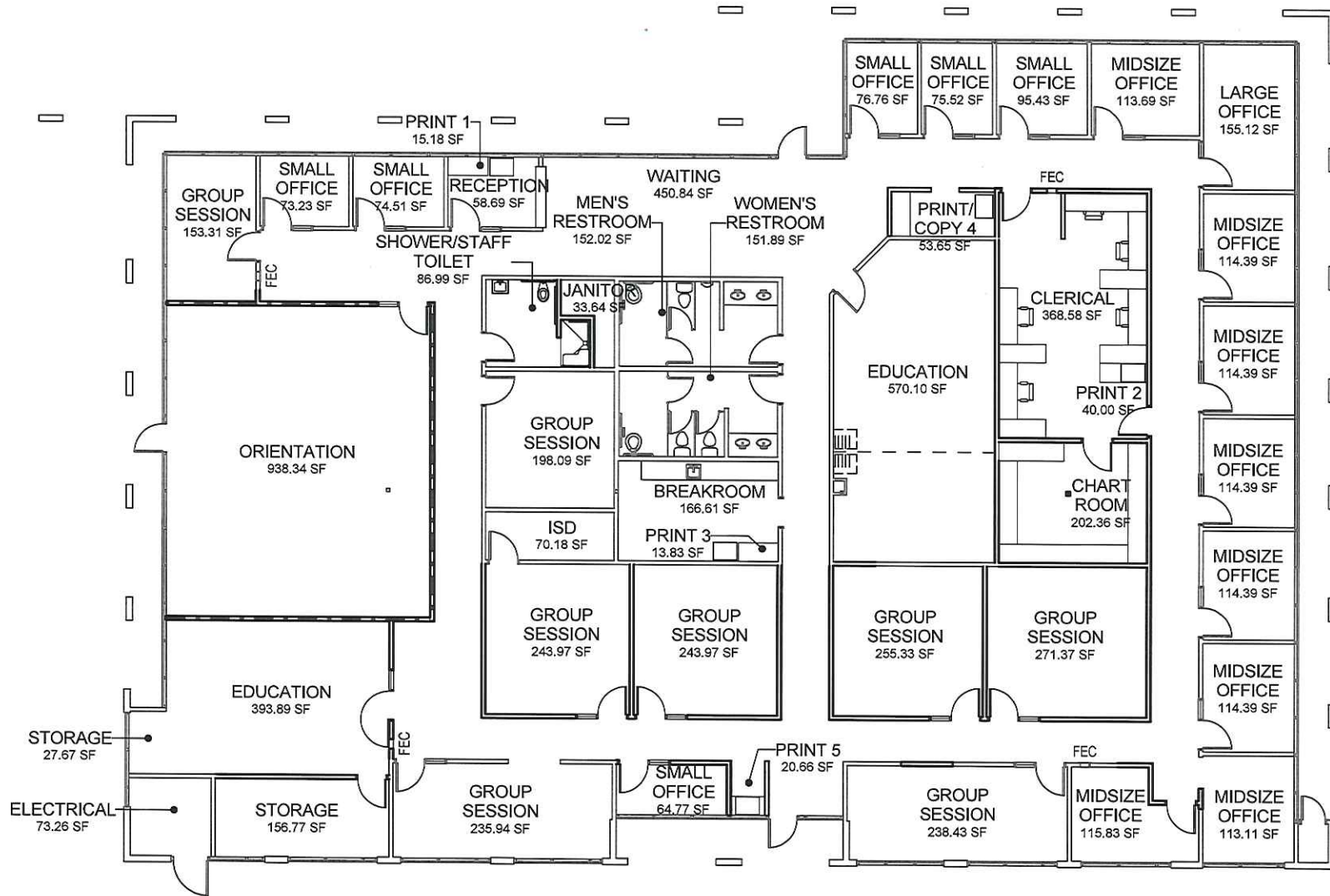
Prior Board Actions:

None.

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

The proposed lease will provide a continuity in the delivery of needed services. The Department of Health Services DUI Program relocation from its current leased location at 1250-1300 Coddington, Santa Rosa, to 2250 Northpoint Boulevard, Santa Rosa is in alignment with CCFP service delivery strategies.

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 88,116	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 88,116
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 88,116	Total Sources	\$ 88,116
Narrative Explanation of Fiscal Impacts (If Required):			
<p>The commencement date of the proposed lease is anticipated to be approximately September 1, 2014. The proposed lease provides rent credit for first three months of occupancy. The figure above is based on the rental cost for FY 14-15 as follows: Seven months (10 months minus 3 month's rent credit) at \$12,588 per month = \$88,116.</p> <p>Compared to the current Coddington facility lease cost of \$15,123 per month, the new lease represents an FY 14-15 savings of \$63,114 (\$88,116 vs. \$151,230 for the 10-month period).</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Diagram; letter-agreement; and notice			
Related Items "On File" with the Clerk of the Board:			
Copy of proposed lease			



SCALE: 3/32" = 1'-0"

Scheme "E"

2250 Northpoint Parkway, Santa Rosa, CA 04/15/14



LIONAKIS

Northpoint Commerce Ctr.

2160 - 2300 Northpoint Parkway Santa Rosa, CA



VIA 1st Class Mail:

June 24, 2014

SANTA ROSA NORTHPOINT ASSOCIATES, LLC

In c/o Niels von Doepp

Cassidy Turley

200 4th Street, Ste 200

Santa Rosa, CA 95401

Niels.vonDoepp@cassidyturley.com

Taylor Jackson

Nearon Enterprises

500 La Gonda Way, Suite 210

Danville, CA 94526

Re: Proposed lease ("Lease") between Santa Rosa Northpoint Associates, LLC ("Landlord") and the County of Sonoma ("County") for premises located at 2250 Northpoint Boulevard, Santa Rosa, CA ("Premises")

Dear Messrs. von Doepp and Jackson:

In order to expedite construction of the Premises as defined by the above-referenced proposed Lease, County is willing to guarantee certain costs, as outlined below, provided that Landlord diligently proceeds with design of the Premises and applies for all applicable permits.

This guarantee is subject to the following conditions:

- (1) In the event the Lease is executed by County on or before July 29, 2014, then this guarantee shall be of no force or effect, and County shall not be required to reimburse Landlord for any costs.
- (2) In the event the Lease is not executed by County on or before July 29, 2014, then County shall reimburse Landlord for actual costs incurred in preparing architectural design development and construction drawings based on the preliminary space plan attached to the Lease; provided, however, that in no event shall County be required to reimburse Landlord in an amount greater than Fifteen Thousand and No/100 Dollars (\$15,000.00), nor shall County be required to reimburse Landlord for any costs incurred after July 29, 2014.
- (3) In the event the Lease is executed after July 29, 2014, then Landlord shall refund any monies received from County hereunder within thirty (30) days of the execution date of the Lease.

- (4) This guarantee shall only be binding on County in the event it is executed by the General Services Director, or his Deputy.

If you are in agreement with the terms of this guarantee, please have the appropriate person sign this letter where indicated below and return a copy of it to me.

Very truly yours,

José Obregón, Director
General Services Department
COUNTY OF SONOMA

“Landlord”: SANTA ROSA NORTHPOINT ASSOCIATES,
LLC, a California limited liability company

By: _____

Name: _____

Title: _____

Date: _____

“County”: COUNTY OF SONOMA, a political
subdivision of the State of California

By: _____

José Obregón, Director
General Services Department

Date: _____

**PUBLIC NOTICE
OF INTENT OF COUNTY
TO LEASE REAL PROPERTY**

NOTICE IS GIVEN that the Sonoma County Board of Supervisors intends to authorize the Director of the Department of General Services, to lease approximately nine thousand six hundred eighty-three (9,683) sq. ft. of improved office space, more or less depending on final configuration, in that certain one-story building ("Building") located at 2250 Northpoint Boulevard, Santa Rosa, California, for use by the Department of Health Services, Driving Under the Influence Program. The Board intends to lease the premises from Santa Rosa Northpoint Associates, LLC, a California limited liability corporation, for the base monthly full service rental of One and 30/100 Dollars (\$1.30) per sq. ft. of office space, said rental subject to increase at a rate of three percent (3%) per year during the term of the lease and any option terms, as set forth in the proposed lease. The term of the lease shall be sixty-three (63) months, plus two (2) optional extension terms of five (5) years. Additional information regarding the proposed lease is available for public review at the Office of the Director of the Sonoma County General Services Department, 2300 County Center Drive, Suite A220, Santa Rosa, California 95403. The Board of Supervisors will meet on July 22, 2014, at 8:30 a.m. at the Sonoma County Administration Building, Room 102A, 575 Administration Drive, Santa Rosa, California to consummate the lease.

Clerk of the Board of Supervisors

Public notice of the County's intention to lease the Property shall be published once a week for three successive weeks in accordance with Government Code Section 25350 and 6063.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

General Services – Teryl Phillips 565-2143
Sheriff - Sgt. Dennis Smiley 565-2411

Supervisorial District(s):

All

Title: Siri Road Poole Ridge Communications Site Ground Lease with Booth

Recommended Actions:

- 1) Declare intent to execute a ground lease between the County of Sonoma and landowners Robert J. Booth and Pamela M. Powell for installation and operation of communications improvements at the Poole Ridge telecommunications site located at 21789 Siri Road in the unincorporated area of Guerneville, Sonoma County, for an initial term of ten (10) years at an annual rental cost of \$37,391, with six (6) extension options of five (5) years each.
- 2) Direct the Clerk of the Board to publish a Notice of Intent pursuant to Government Code section 25350 to execute such lease agreement;

Executive Summary:

Purpose: General Services staff, in consultation with staff from the Sheriff's Office, are requesting Board consideration of a ground lease with Robert J. Booth and Pamela M. Powell, providing for installation and operation of a new communications tower and equipment vault, to be owned by the County, at the Poole Ridge communications site on Siri Road. A new 180-foot tall tower is proposed to replace the existing 80-foot tower facility which is not owned by the County, and has been utilized by the County by way of lease since 1998 for radio communications and emergency response.

Background: The Poole Ridge site is essential to the County's communications network and serves a variety of agencies including Sheriff, Transportation and Public Works, Public Health, Regional Parks, Emergency Services, General Services and local fire districts. The tower and equipment at this site provide coverage for the lower Russian River from Guerneville west to near Jenner, south to Occidental and north past Cazadero.

The current tower does not have the capacity needed to support additional equipment, and the existing vault does not have space for additional equipment. Execution of a ground lease with the property owner is now needed to secure the required real property interest at the Poole Ridge

telecommunication site for installation and operation of the County's new facilities. If a new tower is not installed system coverage in the lower Russian River area will continue to be compromised, affecting communications for Sheriff, Fire and emergency medical services.

Lease Agreement. The proposed ground lease would allow Sonoma County to utilize a portion of the property owned by Robert J. Booth and Pamela M. Powell consisting of approximately 2,100 square feet in area, sufficient to support a new tower, equipment vault and emergency generator. The leased premises would include a non-exclusive right for ingress and egress seven (7) days per week and twenty-four (24) hours a day over an access road extending from the Siri Road public right-of-way, as well as rights to install and maintain utilities to serve the County's facilities.

The proposed lease contains the following key provisions:

1. An initial term of ten (10) years, which must commence within six months following County's delivery of a written notice of commencement date to the landlord, which must be delivered on or before December 31, 2014.
2. Termination of the County's existing 1998 lease effective upon County delivery of written notice to terminate and to coincide with the initial payment of rent under the new lease. The new agreement allows for termination of the existing lease and initial payment of rent under the new lease to occur concurrently following decommissioning of the old tower and initiation of operations at the new lease site. As proposed, rent would continue at the current rate and the County would avoid costs associated with overlapping terms under the existing and new leases.
3. Six (6) renewal options to extend the new lease term, each for a period of five (5) additional years.
4. Initial base rent rate of \$3,115.94 per month (\$37,391.28 annually), with annual increases of 3% during the initial ten-year term.
5. After the initial ten year term, rent for the renewal periods to be established by agreement between County and landlord, or if agreement cannot be reached within 30 days of County's proposal for rent, County shall obtain a valuation prepared by a professional consultant with landlord's consent of selected consultant.
6. County requires written landlord approval to sublet or assign the new lease to any other party. Subrents collected by County must be shared with landlord, with 60 percent of rent from commercial subtenants paid to landlord, and 40 percent of rent from public or quasi-public agencies paid to landlord.
7. County may terminate the new lease for discretionary reasons upon ninety (90) days notice. In the event of a material breach, either party may terminate the lease upon thirty (30) days notice. Landlord may terminate upon fifteen (15) days notice in the event of non-payment of rent by County or immediately in the event of County insolvency.

Due to the specialized nature of telecommunications leases, staff utilized the services of an industry consultant, G Squared Consulting, Inc., to assist with valuation of fair market rent, lease negotiations and preparation of the agreement. The analysis revealed that telecommunications facilities in the west county are clustered in a few locations and are situated on rural coastal hilltops. Each site is unique and is subject to common site configurations, access restrictions and telecommunications functional requirements that all must be considered in determining the viability of the site for telecommunication use. In addition the limited availability of suitable properties and the increasing need for improved

telecommunications service by governmental and industry organizations has resulted in significant variation in the range of applicable rental rates for these sites. In short, rental rates are variable and are often determined by location, available space, and current service demand.

Consequently, the proposed rent rate for the new Poole Ridge communication site lease reflects the critically high need for improved services in the geographic area and corresponding demand for use of that site. However the rental rate is consistent with the current rent paid by the County for its existing lease with the property owner.

Project Costs and Construction Schedule. The construction cost of the Siri Road project is estimated at \$1.2 million. The funding for this project, along with all other tower construction projects, is included in the approved Capital projects budget. Since the new tower will have sufficient capacity to accommodate additional users, it is anticipated that eventually some of the construction cost may be offset through revenues generated from future County subleases.

General Services staff will return to the Board to request award of the construction contract pursuant to bid procedures by mid-summer, and commencement of construction is anticipated within six months following execution of the lease. Construction is expected to be completed during Fiscal Year 14-15. The existing tower will then be decommissioned and technical operations will transition to the County's new tower and equipment shelter by late summer 2015.

Ongoing operating costs will include electrical utility charges which will be billed directly by PG&E to County General Services, based upon actual metered usage. These costs are estimated to be approximately \$300 per month (\$3,600 annually). In addition, the County will be responsible for payment of a proportionate share of the actual maintenance costs for the access road, and General Services will be billed by the property owner as maintenance is performed. Under the existing lease, the County is directly responsible for performing road maintenance. Staff has estimated the County's share of costs under the new lease will remain consistent with existing annual costs of approximately \$1,000 per year.

Regulatory Conformance. Permit and Resources Management Department (PRMD) staff issued a determination on August 21, 2013 that the proposed communications site improvement project achieves consistency with the County General Plan Public Facilities Element Policy PF-2U, by conforming to the siting and design criteria applicable to telecommunications facility towers, antennas and other structures as set forth in the Zoning Code, and that the facility design achieves compatibility with the character of the neighboring community.

An Initial Study and Mitigated Negative Declaration was prepared by PRMD staff for the construction project in accordance with the California Environmental Quality Act and presented for Board consideration. On January 7, 2014, the Board adopted Resolution No. 14-0004, adopting a Mitigated Negative Declaration and associated mitigation monitoring program, and approved the proposed construction project for the new tower and shelter facilities. The required Notice of Determination was subsequently posted by the County on January 9, 2014 for a period of thirty days.

Procedural Authority. Government Code Section 25350 requires the Board to publish a notice of its

intention to enter into a lease agreement valued at more than \$50,000 for three (3) consecutive weeks before consummation of the agreement. Staff has prepared the attached notice for publication, which sets July 22, 2014 as the date and time of the meeting to authorize execution of the lease. By approving this agenda item, the Board directs the Clerk of the Board to publish the notice in accordance with Government Code Section 25350. Upon conclusion of the required notice publication period, the Board would receive any public comments at its regular meeting of July 22, 2014 and authorize the General Services Director to execute the lease.

Prior Board Actions:

01/07/14 – Board resolution No. 14-004 adopting a Mitigated Negative Declaration and approving construction of a new communications tower and equipment shelter.
 9/25/12 – Board authorized execution of new consulting contracts and an amendment to an existing contract for design and construction administration services for telecommunications projects, including the Siri Road site.
 10/04/05 – Board authorized General Services Director to exercise options to extend lease terms.
 10/27/98 - Board resolution No. 98-1392 authorizing execution of lease with Robert J. Booth for use of existing radio communications facilities.

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

The lease and resultant telecommunications improvements support the public safety needs of the residents of Sonoma County, providing continued and improved communication coverage to the surrounding areas. The project also provides needed infrastructure for future communications systems upgrades.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 42,646	County General Fund	\$ 42,646
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 42,646	Total Sources	\$ 42,646

Narrative Explanation of Fiscal Impacts (If Required):

No new impacts will occur in FY 13-14 as a result of lease approval. Rent, utility, and road maintenance impacts estimated at \$42,646 (\$38,046 for rent, \$3,600 for utilities and \$1,000 for road maintenance) for FY 14-15 are included in the General Services budget. Construction impacts incurred in FY 14-15 are estimated to be \$1.2 million and are included in the Capital construction budget.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Notice of Intent			
Related Items “On File” with the Clerk of the Board:			
Lease between the County of Sonoma and Robert J. Booth and Pamela M. Powell pertaining to the Poole Ridge telecommunications site.			

**NOTICE
OF INTENT OF COUNTY
TO LEASE REAL PROPERTY**

NOTICE IS GIVEN that the County of Sonoma intends to execute a ground lease with landowners Robert J. Booth and Pamela M. Powell providing for installation and operation of communications improvements within an area consisting of approximately 2,500 square feet at the Poole Ridge telecommunications site located at 21789 Siri Road in the unincorporated area of Guerneville, Sonoma County. The initial term of the proposed ground lease is ten (10) years at an annual rental cost of \$37,391, with six (6) extension options of five (5) years each. The lease provides for rent increases of 3% per year through the initial term, and for the rental rate to be re-established by agreement between the parties for each of the subsequent renewal periods.

Additional information regarding the proposed lease agreement is available for public review at the General Services Department, 2300 County Center Drive, Suite A200, Santa Rosa, CA 95403.

The Board of Supervisors will meet on or after July 22, 2014 at 8:30 a.m. at the Sonoma County Administration Building, Room 102A, 575 Administration Drive, Santa Rosa, CA to execute the lease.

Clerk of the Board of Supervisors

Public notice of the County's intention to execute a lease shall be published once a week for at least three successive weeks in accordance with Government Code Sections 25350 and 6063.



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 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, x7876

Supervisorial District(s):

Countywide

Title: Smoking Ordinance – Amendment of Chapter 32 of the Sonoma County Code

Recommended Actions:

Adopt an ordinance amending Chapter 32 (Ordinance Regulating Smoking and Secondhand Smoke) of the Sonoma County Code prohibiting electronic smoking devices in certain public places and making other conforming changes.

Executive Summary:

Chapter 32 (Ordinance Regulating Smoking and Secondhand Smoke) of the Sonoma County Code covers the regulation of secondhand smoke and prohibits smoking in certain public places. Currently, Chapter 32 does not provide guidance on the use of electronic smoking devices (aka electronic cigarettes or e-cigarettes) and their secondhand vapors. The use of these devices is a rising public health concern that has come to light since the last ordinance was adopted. This update to the code effectively addresses the use of e-cigarettes in public places and prohibits their usage in areas where smoking is already prohibited. Additionally, the update includes language and clarification regarding the placement of ash receptacles in areas where smoking is currently prohibited. The language for this update was developed with guidance requested from ChangeLab Solutions, which is funded by the California Department of Public Health to provide California communities with free technical assistance on tobacco control issues.

In October 2011 the Board approved Ordinance Number 5953, amending Chapter 32 of the Sonoma County Code to add provisions that provide protection to the general public from secondhand smoke in certain outdoor spaces. Since that time, the use of e-cigarettes, defined by the U.S. Food and Drug Administration (FDA) as battery-powered products designed to deliver nicotine, flavor and other chemicals by turning chemicals into an aerosol that is inhaled by the user, has risen dramatically, particularly among youth populations. Electronic smoking devices are not currently regulated by the FDA. In the recent release of the report *A Portrait of Sonoma County*, one of the two population-level recommended interventions is to *Redouble Antismoking Efforts*. This proposed amendment addresses this recommendation as it helps protect against nicotine addiction and guards the anti-smoking community norms that have taken years to build. The Ordinance bans the use of nicotine and “other substances” in electronic smoking devices for two reasons. First, the broader definition helps with

enforcement as it is difficult to discern what substance is being vaporized in an electronic smoking device. The other issue addressed is youth use, in that electronic smoking devices are re-normalizing smoking behavior and youth rates of use are increasing rapidly as evidenced by the CDC data discussed earlier.

While there are many unanswered questions as to the safety, efficacy for harm reduction and cessation, and the total impact on public health, initial studies have found that electronic smoking devices contain carcinogens and toxic chemicals in both the liquids that are vaporized and the vapor that is inhaled and emitted. Furthermore, evidence of the effects of the nicotine contained in electronic smoking device products is scientifically well documented and not in dispute; nicotine is an addictive drug that activates the reward pathways of the brain and requires frequent re-dosing for continued stimulation.

The addictive nature of nicotine, its health effects (a neurotoxin listed in the Proposition 65 *Chemicals Known to the State to Cause Cancer and Reproductive Toxicity*), and its growing use among youth through electronic smoking devices is especially concerning. A 2013 report by the Centers for Disease Control and Prevention (CDC) found that the percentage of high school students who had ever used e-cigarettes more than doubled in one year's time, going from 4.7 percent in 2011 to 10 percent in 2012 (Notes from the Field: Electronic Cigarettes use Among Middle and High School Students-United States, 2011-2012, CDC Morbidity and Mortality Weekly Report, Sept. 6, 2013). A factor that is contributing to increased use among youth is that e-cigarettes and other electronic nicotine delivery devices, such as e-hookah pens, are sold in an assortment of flavors that are attractive and targeted to youth. These include such flavors as bubble gum, chocolate, grape, and strawberry. According to research from the American Public Health Association, youth may be more susceptible and receptive to nicotine than adults, and the adolescent brain may develop differently with nicotine on board. Of additional concern, smoking an electronic smoking device introduces youth to a behavior that is very similar to smoking tobacco and, according to a study recently published in the Journal of the American Medical Association, this pattern of use may actually encourage the use of conventional cigarettes among teens. The link between behaviors is cause for concern as smoking tobacco continues to be the leading cause of preventable death in the United States, accounting for 480,000 deaths every year.

Another problem associated with electronic smoking device use is the high toxicity of the nicotine solutions used to re-fill devices. Exposure to the liquid, either ingested or through the skin, has the potential to cause acute adverse health effects and represents an emerging public health concern, according to the CDC. The CDC recently reported a rapid rise in calls to poison centers involving electronic smoking device liquids containing nicotine, which rose from 1 per month in September 2010 to 215 per month in February 2014, with half of these poisonings occurring in young children.

Since electronic smoking devices are a relatively new product, they have not been scrutinized in the same way as regular cigarettes. The tobacco industry has effectively promoted electronic smoking devices as healthy options to smoking and made unfounded claims that they are effective smoking cessation devices that produce "harmless" vapor. Because of these perceptions, local businesses have reported an increase in the use of electronic smoking devices on their properties and several have reached out to the Department of Health Services for assistance in regulating their use.

Given the lack of direction and regulation at the federal level, the aggressive marketing of products, and the exponential increase in use particularly among youth, states and local governments have begun regulating electronic smoking devices out of concern for public health. The State of California has restricted the sale of e-cigarettes to those over 18 years of age and over 43 municipalities have passed

ordinances restricting or limiting the use of electronic smoking devices in certain indoor and outdoor public places, including the cities of Petaluma and Sebastopol (<http://center4tobaccopolicy.org/wp-content/uploads/2013/11/Local-Policies-on-Use-of-E-Cigs-Nov-2013.pdf>).

This update to the County’s public places smoking ordinance effectively prohibiting the use of electronic smoking devices in places where smoking is already prohibited is a reasonable and measured first step towards addressing several of the current concerns regarding e-cigarettes in the County.

Prior Board Actions:

On June 10, 2014 the Board adopted a resolution introducing, reading the title of, and waiving further reading of a proposed ordinance amending Chapter 32 of the Sonoma County Code prohibiting electronic smoking devices in certain public places and making other conforming changes.

In October 2011 the Board adopted an ordinance amending Chapter 32 of the Sonoma County Code to add language prohibiting smoking in specified unenclosed areas within the County’s jurisdiction.

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

Regulating electronic cigarette smoke in public places serves to protect the health of individuals in Sonoma County.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 0	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 27,000	State/Federal	\$ 0
	\$	Fees/Other	\$ 27,000
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 27,000	Total Sources	\$ 27,000

Narrative Explanation of Fiscal Impacts (If Required):

Funding is required to replace existing signage or supplement existing signage where possible. Signage will include new information about the ban of electronic smoking devices. The estimate provided by General Services includes cost of producing the signs. The budgetary request of \$27,000 to implement this ordinance will be included in the FY 14-15 first quarter consolidated budget adjustments process. Original signage was paid for using Tobacco Master Settlement Funds.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):
N/A
Attachments:
Ordinance (strikeout-underline and clean versions)
Related Items "On File" with the Clerk of the Board:
None

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 32 OF THE SONOMA COUNTY CODE PROHIBITING ELECTRONIC SMOKING DEVICES IN CERTAIN PUBLIC PLACES AND MAKING OTHER CONFORMING CHANGES

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

SECTION I. Chapter 32 of the Sonoma County Code is hereby amended as follows:

(a) Section 32-3, Definitions, is amended to read:

Sec. 32-3. Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section, unless it is apparent from the context that they have a different meaning.

"Business" means any sole proprietorship, joint venture, corporation or other business entity.

"County" means the County of Sonoma, State of California.

"Designated Smoking Area" means a designated portion of an Unenclosed Area where smoking may be allowed. The smoking area must meet all of the following criteria:

- (a) Must be located at least 25 feet in any direction from any operable doorway, window, vent or other opening into an Enclosed Area;
- (b) Must be located at least 25 feet from Unenclosed Recreational Areas that are primarily used by children;
- (c) Must be located at least 25 feet from Unenclosed Areas that have improvements that facilitate physical activity including playgrounds, tennis courts, swimming pools, walking paths and sports fields;
- (d) Must be no more than five percent (5%) of the total Unenclosed Area for which it is designated; and
- (e) Must be clearly identified by conspicuous signs, and have ash receptacles, such as ash trays or ash cans, within the area for proper disposal of smoking waste.

"Dining Area" means any area, including picnic areas and sidewalks, which is available to or customarily used by the general public or an Employee, which is designed, designated or regularly used for consuming food or drink.

"Electronic Smoking Device" means an electronic and/or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances. "Electronic Smoking Device" includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. "Electronic Smoking Device" does not include any product specifically approved by the United States Food and Drug Administration for the use in the mitigation, treatment, or prevention of disease.

"Electronic Smoking Device Paraphernalia" means cartridges, cartomizers, e-liquid, smoke juice, tips, atomizers, Electronic Smoking Device batteries, Electronic Smoking Device chargers,

and any other item designed for the preparation, storing, charging, or use of Electronic Smoking Devices.

"Employee" means any person who is employed by any Employer in consideration for direct or indirect monetary wages or profit and any person who volunteers his or her services for an Employer.

"Employer" means any person, partnership, Business, corporation, including municipal corporation or nonprofit entity, who employs the services of one or more Employees, including owner-operated entities.

"Enclosed Area" means all space between a floor and ceiling where the space is closed in on all sides by solid walls or windows that extend from the floor to the ceiling. An Enclosed Area may have openings for ingress and egress, such as doorways or passageways. An Enclosed Area includes all areas within that space, such as hallways and areas screened by partitions that do not extend to the ceiling or are not solid.

"Place of Employment" means any area under the control of an Employer that an Employee or the public may have cause to enter in the normal course of operations, regardless of the hours of operation. Places of Employment include, but are not limited to, indoor work areas, bars, restaurants, at least seventy-five percent (75%) of the guest rooms in any hotel and motel, vehicles used for Business purposes, taxis, Employee lounges and break rooms, conference and banquet rooms, bingo and gaming facilities, long-term health care facilities, warehouses, retail or wholesale tobacco shops, and private residences used as licensed child care or health care facilities when Employees, children or patients are present during business hours. The places specified in subdivisions (d)(1)-(8), (12)-(14) of the Labor Code section 6404.5 are Places of Employment for purposes of this division and are regulated as specified in this chapter. The places specified in subdivision (d)(9)-(11) of the Labor Code are not Places of Employment for purposes of this chapter.

"Public Event" means any event on public or private property open to the general public regardless of any fee or age requirement, including but not limited to fairs, festivals, parades, farmers markets and concerts. This does not prohibit the establishment of a Designated Smoking Area as defined in this section.

"Reasonable Distance" means a distance that ensures that occupants of an area in which Smoking is prohibited are not exposed to Smoke created by smokers outside the area. This distance shall be a minimum of twenty-five (25) feet.

"Recreational Area" means any Unenclosed Area, owned or operated by the County, open to the general public for recreational purposes, including, but not limited to, parks, picnic areas, playgrounds, parking lots, sports athletic facilities, walking paths, gardens, hiking trails, campgrounds, bike paths, horseback riding trails, athletic fields, skateboard parks and beaches.

"Service Area" means any area, Enclosed or Unenclosed, designed to be regularly used by one or more persons to receive or wait to receive a service or make a transaction whether or not such service includes the exchange of money, including, for example, ATMS, bank teller windows, public telephones, ticket lines, bus stops and cab stands.

"Smoke" means the gases, ~~or~~ particles, or vapors released into the air as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human ~~inhalation-consumption~~ of the byproducts, ~~except~~

~~when the combusting material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term “Smoke” includes, but is not limited to, tobacco smoke and vapors from Electronic Smoking Device Paraphernalia. “Smoke” does not include the byproducts of any device or product that has been approved for therapeutic purposes by the U.S. Food and Drug Administration (FDA).~~

“Smoking” means igniting, inhaling, exhaling, burning-, vaping, operating, or carrying any lighted cigar, cigarette, pipe, hookah, electronic smoking devices or Tobacco Product.

“Tobacco Product” includes any product or formulation of matter containing biologically active amounts of nicotine or synthetic nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, including but not limited to electronic smoking devices.

“Unenclosed Area” means any area that is not an Enclosed Area.

(Ord. No. 5953, § 1, 10-4-2011; Ord. No. _____, § 1, <date>.)

(b) Section 32-8, Posting requirements, is amended to read:

Sec. 32-8. – Posting and Ash Receptacle requirements.

(a) “No smoking” signs or the international “no smoking” symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly, sufficiently and conspicuously posted in every building, including points of ingress, by the owner, operator, manager, Employer or person having control of such building where Smoking is prohibited by this chapter.

(b) A person who owns, operates, or otherwise controls the use of any place where Smoking is prohibited by this chapter shall not knowingly or intentionally permit the presence of ash trays, ash cans, or other receptacles designed for or primarily used for disposal of Smoking waste within the area.

(Ord. No. 5953, § 1, 10-4-2011; Ord. No. _____, § 1, <date>.)

(c) Section 32-11, Other applicable laws, is amended to read:

Sec. 32-11. Other applicable laws.

This chapter shall not be interpreted or construed to permit ~~smoking~~ Smoking where it is otherwise restricted by other applicable laws. It is not the intent of this chapter to regulate Smoking where such regulation has been preempted by state or federal laws. If the Board of Supervisors, or its designee, determines that a provision included herein has become preempted by federal or state law, that preempted provision shall be automatically rescinded from this chapter. Such rescission shall not affect the validity of the remaining portions of this chapter.

(Ord. No. 5953, § 1, 10-4-2011; Ord. No. _____, § 1, <date>.)

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

SECTION III. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in the Sonoma County Press Democrat, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the 10th day of June, 2014, and finally passed and adopted this 24th day of June, 2014, on regular roll call of the members of said Board by the following vote:

Supervisors:

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

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

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Clerk of the Board of Supervisors

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 32 OF THE SONOMA COUNTY CODE PROHIBITING ELECTRONIC SMOKING DEVICES IN CERTAIN PUBLIC PLACES AND MAKING OTHER CONFORMING CHANGES

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

SECTION I. Chapter 32 of the Sonoma County Code is hereby amended as follows:

(a) Section 32-3, Definitions, is amended to read:

Sec. 32-3. Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section, unless it is apparent from the context that they have a different meaning.

"Business" means any sole proprietorship, joint venture, corporation or other business entity.

"County" means the County of Sonoma, State of California.

"Designated Smoking Area" means a designated portion of an Unenclosed Area where smoking may be allowed. The smoking area must meet all of the following criteria:

- (a) Must be located at least 25 feet in any direction from any operable doorway, window, vent or other opening into an Enclosed Area;
- (b) Must be located at least 25 feet from Unenclosed Recreational Areas that are primarily used by children;
- (c) Must be located at least 25 feet from Unenclosed Areas that have improvements that facilitate physical activity including playgrounds, tennis courts, swimming pools, walking paths and sports fields;
- (d) Must be no more than five percent (5%) of the total Unenclosed Area for which it is designated; and
- (e) Must be clearly identified by conspicuous signs, and have ash receptacles, such as ash trays or ash cans, within the area for proper disposal of smoking waste.

"Dining Area" means any area, including picnic areas and sidewalks, which is available to or customarily used by the general public or an Employee, which is designed, designated or regularly used for consuming food or drink.

"Electronic Smoking Device" means an electronic and/or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances. "Electronic Smoking Device" includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. "Electronic Smoking Device" does not include any product specifically approved by the United States Food and Drug Administration for the use in the mitigation, treatment, or prevention of disease.

"Electronic Smoking Device Paraphernalia" means cartridges, cartomizers, e-liquid, smoke juice, tips, atomizers, Electronic Smoking Device batteries, Electronic Smoking Device chargers,

and any other item designed for the preparation, storing, charging, or use of Electronic Smoking Devices.

"Employee" means any person who is employed by any Employer in consideration for direct or indirect monetary wages or profit and any person who volunteers his or her services for an Employer.

"Employer" means any person, partnership, Business, corporation, including municipal corporation or nonprofit entity, who employs the services of one or more Employees, including owner-operated entities.

"Enclosed Area" means all space between a floor and ceiling where the space is closed in on all sides by solid walls or windows that extend from the floor to the ceiling. An Enclosed Area may have openings for ingress and egress, such as doorways or passageways. An Enclosed Area includes all areas within that space, such as hallways and areas screened by partitions that do not extend to the ceiling or are not solid.

"Place of Employment" means any area under the control of an Employer that an Employee or the public may have cause to enter in the normal course of operations, regardless of the hours of operation. Places of Employment include, but are not limited to, indoor work areas, bars, restaurants, at least seventy-five percent (75%) of the guest rooms in any hotel and motel, vehicles used for Business purposes, taxis, Employee lounges and break rooms, conference and banquet rooms, bingo and gaming facilities, long-term health care facilities, warehouses, retail or wholesale tobacco shops, and private residences used as licensed child care or health care facilities when Employees, children or patients are present during business hours. The places specified in subdivisions (d)(1)-(8), (12)-(14) of the Labor Code section 6404.5 are Places of Employment for purposes of this division and are regulated as specified in this chapter. The places specified in subdivision (d)(9)-(11) of the Labor Code are not Places of Employment for purposes of this chapter.

"Public Event" means any event on public or private property open to the general public regardless of any fee or age requirement, including but not limited to fairs, festivals, parades, farmers markets and concerts. This does not prohibit the establishment of a Designated Smoking Area as defined in this section.

"Reasonable Distance" means a distance that ensures that occupants of an area in which Smoking is prohibited are not exposed to Smoke created by smokers outside the area. This distance shall be a minimum of twenty-five (25) feet.

"Recreational Area" means any Unenclosed Area, owned or operated by the County, open to the general public for recreational purposes, including, but not limited to, parks, picnic areas, playgrounds, parking lots, sports athletic facilities, walking paths, gardens, hiking trails, campgrounds, bike paths, horseback riding trails, athletic fields, skateboard parks and beaches.

"Service Area" means any area, Enclosed or Unenclosed, designed to be regularly used by one or more persons to receive or wait to receive a service or make a transaction whether or not such service includes the exchange of money, including, for example, ATMS, bank teller windows, public telephones, ticket lines, bus stops and cab stands.

"Smoke" means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human consumption of the byproducts. The term "Smoke"

includes, but is not limited to, tobacco smoke and vapors from Electronic Smoking Device Paraphernalia. "Smoke" does not include the byproducts of any device or product that has been approved for therapeutic purposes by the U.S. Food and Drug Administration (FDA). "Smoking" means igniting, inhaling, exhaling, burning, vaping, operating, or carrying any lighted cigar, cigarette, pipe, hookah, electronic smoking devices or Tobacco Product.

"Tobacco Product" includes any product or formulation of matter containing biologically active amounts of nicotine or synthetic nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, including but not limited to electronic smoking devices.

"Unenclosed Area" means any area that is not an Enclosed Area.

(Ord. No. 5953, § 1, 10-4-2011; Ord. No. ____, § 1, <date>.)

(b) Section 32-8, Posting requirements, is amended to read:

Sec. 32-8. – Posting and Ash Receptacle requirements.

(a) "No smoking" signs or the international "no smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly, sufficiently and conspicuously posted in every building, including points of ingress, by the owner, operator, manager, Employer or person having control of such building where Smoking is prohibited by this chapter.

(b) A person who owns, operates, or otherwise controls the use of any place where Smoking is prohibited by this chapter shall not knowingly or intentionally permit the presence of ash trays, ash cans, or other receptacles designed for or primarily used for disposal of Smoking waste within the area.

(Ord. No. 5953, § 1, 10-4-2011; Ord. No. ____, § 1, <date>.)

(c) Section 32-11, Other applicable laws, is amended to read:

Sec. 32-11. Other applicable laws.

This chapter shall not be interpreted or construed to permit Smoking where it is otherwise restricted by other applicable laws. It is not the intent of this chapter to regulate Smoking where such regulation has been preempted by state or federal laws. If the Board of Supervisors, or its designee, determines that a provision included herein has become preempted by federal or state law, that preempted provision shall be automatically rescinded from this chapter. Such rescission shall not affect the validity of the remaining portions of this chapter.

(Ord. No. 5953, § 1, 10-4-2011; Ord. No. ____, § 1, <date>.)

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

SECTION III. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once

before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in the Sonoma County Press Democrat, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the 10th day of June, 2014, and finally passed and adopted this 24th day of June, 2014, on regular roll call of the members of said Board by the following vote:

Supervisors:

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

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and
SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Clerk of the Board of Supervisors



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 26
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, 565-7876

Supervisorial District(s):

Countywide

Title: Animal Shelter Veterinary Services Agreement

Recommended Actions:

Authorize the Director of Health Services to execute an agreement with Daniel Famini, DVM for veterinary services in the County animal shelter for the period July 1, 2014 to June 30, 2017 in an amount not to exceed \$312,000.

Executive Summary:

This item requests approval of an agreement with Daniel Famini, DVM for veterinary services in the County animal shelter for the period July 1, 2014 to June 30, 2017 in an amount not to exceed \$312,000.

The Animal Services Unit of the Department of Health Services operates a shelter that takes in nearly 5,000 animals annually, primarily dogs and cats. Animal Services must provide appropriate veterinary care for every animal taken in at the shelter. Additionally, every dog and cat is spayed or neutered before being adopted out.

Animal Services does not have a veterinarian on staff and therefore contracts for veterinary care services for animals in its care. On May 9, 2014, the Department issued a Request for Qualifications (RFQ) inviting proposals for veterinary services to be provided at the County animal shelter. Consistent with the competitive procurement process, the RFQ was posted on the County purchasing website. The RFQ was also posted on the Department of Health Services website and emailed to local veterinarians, clinics, and the Redwood Empire Veterinary Medical Association.

Two proposals were received and evaluated based on criteria established prior to release of the RFQ, including demonstrated ability and experience in diagnosis and treatment of animal diseases, infectious disease prevention, and high volume spay/neuter surgery. The evaluation team, comprised of Department staff and Dr. John Strathman, current shelter veterinarian who is retiring at the end of June, recommends that the Board approve a veterinary services contract with Dr. Daniel Famini.

In addition to the outstanding proposal score as determined by the evaluation team, Dr. Famini has significant shelter medicine experience including six years of providing veterinary care for animals at Sonoma Humane Society. Dr. Famini has honed his ability to provide safe and efficient high-volume

spay/neuter surgeries having performed over 8,000 dog and cat operations through local shelters and spay/neuter programs. Since 2009 he has been the coordinator and primary instructor of the Santa Rosa Junior College Veterinary Technician Program for which he was awarded the 2013 Excellence in Education Award by the Santa Rosa Chamber of Commerce.

Prior Board Actions:

On September 10, 2013 the Board authorized a three-year shelter veterinary services contract with Dr. John Strathman.

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

The veterinary services provided at the County Animal Shelter will provide care and ensure the health of between-home animals in Sonoma County.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 104,000	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 0
	\$	Fees/Other	\$ 104,000
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 104,000	Total Sources	\$ 104,000

Narrative Explanation of Fiscal Impacts (If Required):

The FY 14-15 Budget includes \$104,000 for this agreement. Funding for future years will be included in the appropriate future year budgets (FY 15-16 \$104,000 and FY 16-17 \$104,000) and will be funded by 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:

Agreement with Daniel Famini, DVM

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

None



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, 565-7876

Supervisorial District(s):

Countywide

Title: Consumer-Operated Warmline Funding

Recommended Actions:

Authorize the Director of Health Services to execute an agreement with Family Service Agency of Marin, a Division of Buckelew Programs, to receive revenue of \$63,000 to develop and operate a Sonoma County Consumer-Operated Warmline Program with a revenue term end date of June 30, 2014.

Executive Summary:

This item requests approval of an agreement with Family Service Agency of Marin, a Division of Buckelew Programs, to receive revenue of \$63,000 by June 30, 2014 to develop and operate a Sonoma County Consumer-Operated Warmline Program. A Consumer-Operated Warmline program is a peer-run program or service that is administratively controlled and operated by the mental health consumers and emphasizes self-help as its operational approach. The focus of a Warmline program is to provide a telephone connection for people with mental health challenges who are isolated in their homes, feel the need to speak with another consumer about a variety of issues related to their mental health, or are requesting information about a County resource in or out of the mental health system.

The Mental Health Services Act (MHSA) was approved by California voters in November 2004 to provide funding to create fundamental changes to the access and delivery of mental health services throughout the State of California. The MHSA called upon local counties to transform their public mental health systems to achieve the goals of raising awareness, promoting the early identification of mental health problems, making access to treatment easier, improving the effectiveness of services, reducing the use of out-of-home and institutional care, and eliminating stigma toward those with severe mental illness or serious emotional disturbance.

Sonoma County, in partnership with the California Mental Health Services Authority (CalMHSA) – a Joint Powers of Authority (JPA) of counties including Sonoma County that support the development and funding of mental health services and education programs - expanded their prevention efforts to include three MHSA Prevention and Early Intervention (PEI) initiatives: Student Mental Health; Suicide Prevention; and Stigma and Discrimination Reduction.

Guided by the Suicide Prevention initiative, CalMHSA entered into a contract with the Family Service Agency of Marin to expand their Suicide Prevention Hotline to serve five additional North Bay counties including Napa, Lake, Mendocino, Solano and Sonoma. The Family Service Agency approved allocation of contract funds in Sonoma County to be used on projects identified by the Sonoma County Suicide Prevention Committee (SCSP Committee). The SCSP Committee is a group of approximately 30 stakeholder representatives whose purpose was to develop and implement three action plans for suicide prevention in Sonoma County. In its Action Plan, the SCSP Committee identified the development of a Consumer-Operated Warmline Program as a priority project. A Consumer-Operated Warmline Program is included in the 2014-2017 Sonoma County Mental Health Services Act Integrated Plan & Annual Update for 2012-2013.

The Family Services Agency has authorized \$63,000 for the development and operation of the Consumer-Operated Warmline Program for FY 14-15. The funds will be transferred immediately upon execution of the agreement. A Request for Proposals (RFP) was issued in March, 2014. A single proposal from Goodwill Industries of the Redwood Empire (Goodwill) was received in response to the RFP. An Evaluation Committee consisting of Department staff and community representatives reviewed Goodwill's proposal and determined that Goodwill's experience in providing consumer-operated support services to mental health consumers provided them with experience and knowledge necessary to develop, implement and operate a new Consumer-Operated Warmline Program.

As authorized under the Behavioral Health Services Agreements, an agenda item also before your Board today, the Department will enter into a contract with Goodwill for a one-year term beginning July 1, 2014 and ending June 30, 2015 in the amount of \$50,000. Goodwill will be responsible for developing, implementing and operating a Consumer-Operated Warmline for mental health consumers in Sonoma County; developing a Warmline peer counselor training program; implementing a data collection system for tracking call volume and caller demographics; performing ongoing evaluation of the program; and six months into the contract, providing the Department with a financial plan for sustaining the program after the one-year term is complete. Potential funding sources for continuation of the program include grant funding, such as Workforce, Education and Training (WET) funding for Consumer-Operated programming made available through grants with the Office of Statewide Health Planning and Development (OSHPD) and MHSA funds.

The Department believes the implementation of a Warmline is an important step in the Department's efforts to build a comprehensive system of mental health care in Sonoma County that focuses on wellness and recovery that is consumer, client and family driven.

Prior Board Actions:

None

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

The availability of a Consumer-Operated Warmline will foster a caring community and improve the health and safety of Sonoma County residents by providing them with another consumer to communicate with about a variety of issues related to their mental health. The Warmline can also be used by residents to request information about a County resource in or out of the mental health system.

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 0	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 63,000	State/Federal	\$ 0
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$	FSA of Marin	\$ 63,000
Total Expenditure	\$ 63,000	Total Sources	\$ 63,000
Narrative Explanation of Fiscal Impacts (If Required):			
<p>In FY 13-14 the Department will receive \$63,000 in revenue under the funding agreement with FSA of Marin, which will be deferred and added to the FY 14-15 budget through the consolidated budget adjustments process. \$50,000 will be used to fund a contract with Goodwill for the development, implementation, and operation of a Consumer-Operated Warmline program. The remaining \$13,000 will be used to fund County staff for development and implementation activities, and for on-going program administration.</p>			
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 FSA of Marin			
Related Items "On File" with the Clerk of the Board:			
None			

FAMILY SERVICE AGENCY OF MARIN
(A Division of Buckelew Programs)

North Bay Suicide Prevention
Special Projects Funding Agreement

This agreement ("Agreement"), by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and the Family Service Agency of Marin, a division of Buckelew Programs, a California non-profit (hereinafter "Family Service Agency").

RECITALS

WHEREAS, Family Service Agency has contracted with the California Mental Health Services Agency ("CalMHSA") for three years to expand their Suicide Prevention Hotline to serve five additional North Bay counties including Lake, Napa, Mendocino, Solano and Sonoma Sonoma;

WHEREAS, Family Service Agency approved allocation of contract funds in the amount of \$76, 875 to a Sonoma County Special Projects Fund to be used on projects identified by the Sonoma County Suicide Prevention Committee;

WHEREAS, the Sonoma County Suicide Prevention Committee has developed an Action Plan that includes the development of a Consumer-Operated Warmline program in Sonoma County that will provide telephone consultation for individuals with mental health challenges and/or are requesting information about a county resource in or out of the mental health system;

WHEREAS, the Family Service Agency desires to provide Sonoma County Department of Health Services and County desires to receive from the Family Service Agency \$63,000 in funds to develop a Consumer-Operated Warmline in Sonoma County; and

WHEREAS, in the judgment of the Sonoma County Board of Supervisors, it is necessary and desirable to enter into this contract;

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

AGREEMENT

1. Payment of Funds. The Family Service Agency agrees to pay to the County of Sonoma, Department of Health Services ("DHS"), the sum of \$63,000, to develop a Sonoma County Consumer-Operated Warmline.
2. Use of Funds. County agrees that funds paid to County under Paragraph 1 above shall be used exclusively for the development of a Sonoma County Consumer-Operated Warmline as authorized in the Sonoma County Suicide Prevention Action Plan. County understands and agrees that under no circumstance shall funds provided to County under this Agreement be used for any other purpose except as provided for in this Paragraph 2.
3. Payment of Funds to County. The Family Service Agency agrees to release funds to County upon execution of this Agreement.

4. Term of Agreement. The term of this Agreement shall be from August 30, 2012 to June 30, 2014 unless terminated earlier in accordance with the provisions of Paragraph 4 (Termination Without Cause) below.
5. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving 5 business days' advance written notice to other party.
6. Prior Agreement(s) Superseded. The parties agree that any prior agreements between the parties, and all amendments thereto, shall be entirely superseded as of the Effective Date, by the provisions of this Agreement.
7. Miscellaneous Provisions.
 - a. Authority. The undersigned parties hereby represents and warrants that they have authority to execute and deliver this Agreement on behalf each party.
 - b. Confidentiality. Both parties 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 7.b shall survive termination of this Agreement.
 - c. 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.
 - d. 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.
 - e. 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.

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

FAMILY SERVICE AGENCY OF MARIN, a division of Buckelew Programs:

M. G. Let Executive Director MHA
Name, Title
Organization Buckelew Programs

4/15/14
Dated

COUNTY OF SONOMA:

Certificate of Insurance on File with County:

Rita Scardaci, MPH, Director
Department of Health Services

Dated

Not applicable
Sonoma County Purchasing Agent (If Applicable)

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

[Signature]
Sonoma County Counsel (If Applicable)

6/6/14
Dated



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 28
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, 565-7876

Supervisorial District(s):

Countywide

Title: Delegated Contract Authority for State and Federal Revenue Agreements

Recommended Actions:

Adopt a Resolution delegating authority to the Director of Health Services, or designee, to accept approximately \$57 million in state and federal funding allocations for the County of Sonoma and execute revenue agreements received in FY 14-15 as necessary to receive revenue.

Executive Summary:

Each year the Department of Health Services requests that the Board of Supervisors delegate authority to the Director of Health Services to accept allocations and execute revenue agreements as necessary to receive revenue from state and federal agencies. This item requests that your Board adopt a resolution delegating authority to the Director of Health Services, or designee, to accept approximately \$57 million in state and federal funding allocations for the County of Sonoma and execute revenue agreements received in FY 14-15. This action by the Board of Supervisors only applies to state and federal revenue agreements.

The Department's FY 14-15 proposed budget includes approximately \$57 million in revenue received directly from state and federal agencies. Proposed FY 14-15 allocations and agreements are listed in Attachment A.

It is both practical and an efficient use of County resources to delegate signature authority to the Director of Health Services to accept allocations and sign revenue agreements with state and federal agencies. During the course of a year, the Department must accept state and federal allocations and execute agreements to facilitate the release of funding for programs. Most state and federal allocations and contracts are for funds that renew each year. Cost efficiencies associated with a reduced number of Board items will benefit the departments involved in the Board item process, including Health Services, the County Administrators Office, Auditor's Office, County Counsel and Clerk of the Board. Other advantages include increased compliance with state timelines; more timely receipt of revenues and delivery of services to clients; and more accurate cost plan reporting and expenditure reconciliation.

While the Department attempts to accurately project the revenue associated with state and federal

allocations and agreements through the budgetary process, various factors may result in adjustments in the final revenue received from state and federal agencies, including increase funding; changes in state allocation formulas or funding amounts; programmatic changes; changes due to adoption of the state budget; and rollover of unspent prior year funds. Changes in state and federal revenue amounts will be brought to the Board through the consolidated budget process. In addition, in order to become more efficient in their own contracting process, state and federal governments are increasingly contracting with the Department on a multi-year basis. Some of the agreements received in FY 14-15 will be multi-year and therefore include additional revenue for outlying contract years.

This request is specific to state and federal revenue and does not include authority to approve service contracts with providers that are financed with state and federal allocations. The awarding of service contracts will follow standard procurement process and reviews. As noted above, Board delegation will be requested annually, thus approval will apply only to revenue agreements received in FY 14-15. As noted, in some cases revenue agreements may be for multiple years. The state and federal allocations of program funding are included each fiscal year in the budget approved by the Board of Supervisors.

Upon entering into a revenue agreement with the state or federal government, the County becomes obligated to provide the services specified in the agreement. Failure to meet the requirements of an agreement may result in forfeiture of continued funding during the current term and may result in decreased funding in future years.

Prior Board Actions:

On June 11, 2013 the Board adopted a resolution delegating authority to accept state and federal funding allocations. On September 11, 2012 the Board adopted a resolution delegating authority to accept state and federal funding allocations. On August 9, 2011 the Board adopted a resolution delegating authority to accept state and federal funding allocations.

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

Delegating authority to accept state and federal revenue agreements will allow for more efficient and timely delivery of program services to the community. Services provided with funding from state and federal sources have a broad-ranging impact in improving the health of and caring for individuals in Sonoma County.

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):

The Department's FY 14-15 proposed budget includes approximately \$57 million in revenue received directly from state and federal agencies.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Resolution, Attachment A - Proposed FY 14-15 Budget: State and Federal Allocations and Agreements

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

None



County of Sonoma
State of California

Date: June 24, 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 Director of Health Services, or Designee, to Accept Approximately \$57 Million in Funding Allocations for the County of Sonoma and Execute Revenue Agreements Received in FY 14-15 as Necessary to Receive Revenue from State and Federal Agencies.

WHEREAS, the County of Sonoma Department of Health Services is eligible to receive certain state and federal funding for projects and services through various state and federal agencies during the year;

WHEREAS, allocations must be accepted and standard agreements and other related documents must be executed in order to receive such funds;

WHEREAS, the Board of Supervisors approves the annual budget which includes the anticipated funding;

WHEREAS, the Department requests authority to accept approximately \$57 million in funding allocations and to execute state and federal revenue agreements received in FY 14-15; and

WHEREAS, the Department believes it is practical and an efficient use of County resources to establish an exemption from County purchasing procedures delegating signature authority to the Director of Health Services to accept allocations and execute agreements as necessary to receive revenue from state and federal agencies during FY 14-15.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Sonoma hereby delegates authority to the Director of Health Services, or designee, to accept approximately \$57 million in funding allocations for the County of Sonoma and execute revenue agreements received in FY 14-15 as necessary to receive revenue from state and federal agencies.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Proposed FY 14-15 Budget: State and Federal Allocations and Agreements (Attachment A)

State Allocations/Agreements	Amount
HIV Alternative Testing Sites	\$ 204,000
California Children's Services	\$ 2,086,000
Child Health and Disability Prevention	\$ 223,000
Prop 10 Tobacco Tax	\$ 3,612,000
Child Signature Program	\$ 105,000
AIDS Surveillance	\$ 87,000
Solid Waste Enforcement Assistance	\$ 24,000
Pandemic Influenza	\$ 77,000
Department of Education Food Program	\$ 27,000
Beach Monitoring	\$ 28,000
Local Oversight Program	\$ 723,000
STD Community Interventions Program	\$ 9,000
Waste Tire Enforcement	\$ 266,000
Mental Health Services Act	\$ 15,196,000
Childhood Lead Poisoning Prevention	\$ 101,000
California Tobacco Control Program	\$ 150,000
Tuberculosis Control	\$ 26,000
State Subtotal =>	\$ 22,944,000
Federal Allocations/Agreements	Amount
Adolescent Family Life Program	\$ 396,000
California Children's Services	\$ 1,632,000
Targeted Case Management	\$ 988,000
Hospital Preparedness Program	\$ 383,000
Supplemental Nutrition Assistance Education	\$ 799,000
Community Transformation Grant	\$ 1,732,000
Beach Monitoring	\$ 25,000
Public Health Emergency Preparedness	\$ 635,000
Department of Rehabilitation - Cooperative	\$ 94,000
Chlamydia Screening Project	\$ 14,000
Child Health and Disability Prevention	\$ 589,000
MediCal Administrative Activities	\$ 2,003,000
Immunization Assistance Program	\$ 182,000
Maternal Child and Adolescent Health Program	\$ 450,000
Substance Abuse Prevention and Treatment Block	\$ 2,726,000
Substance Abuse and Mental Health Services Administration	\$ 266,000
Projects for Assistance in Transition from Homelessness	\$ 63,000
MediCal	\$ 13,202,000
Drug MediCal	\$ 1,010,000
Tuberculosis Control	\$ 27,000
Women, Infants, Children Nutrition Program	\$ 2,474,000
Medicare	\$ 2,000
Safe Routes To School	\$ 411,000
Intergovernmental Transfer	\$ 4,339,000
Winnable Battles Collaboration Project	\$ 3,000
Medical Reserve Corps	\$ 5,000
Food & Drug Administration	\$ 3,000
Federal Total =>	\$ 34,453,000
Total State & Federally Funded Programs =>	\$ 57,397,000



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 29
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, 565-7876

Supervisorial District(s):

Countywide

Title: Behavioral Health Services Agreements

Recommended Actions:

Authorize the Director of Health Services to execute agreements for mental health and substance use disorder services with a term beginning in FY 14-15 and ending no later than June 30, 2017, for a FY 14-15 not to exceed amount of \$34,738,400.

Authorize the Director of Health Services to execute support services agreements for behavioral health services with a term beginning in FY 14-15 and ending no later than June 30, 2017, for a FY 14-15 not to exceed amount of \$2,258,209.

Executive Summary:

The Department of Health Services (Department) requests authority to execute agreements for mental health and substance use disorder treatment services and related support services provided by agencies documented in Attachment A, with a term beginning in FY 14-15 and ending no later than June 30, 2017. The Department contracts with a broad range of licensed providers required to provide timely access to high quality mental health and substance use disorder services. Agreement terms are staggered for periods of one to three years within appropriate fiscal year budget(s) to ensure effective management of provider services and efficient contract management. Agreements are executed in the standard counsel-approved County template, include language that obligates the Department only to the extent funding is available, and allow for termination of the contract in the event that any anticipated funding is reduced or eliminated.

Provider Treatment Services

The proposed budget for FY 14-15 includes \$34,738,400 for contracted mental health and substance use disorder treatment services. The Department manages the contracted service model to obtain services and expertise not available internally and to supplement staff shortages for specialized client needs. The agreements include a full range of specialty behavioral health services, some of which the Department could not replicate with County employees, and provide consumers broad access to culturally, age, and gender appropriate services within an integrated network of care. Consumers served by the

Department's contracted network of behavioral health providers include Medi-Cal beneficiaries, the medically indigent and un-underinsured individuals. Each year the Behavioral Health providers provide mental health and substance use disorder services to approximately 14,000 consumers. Because individuals experiencing a serious behavioral health crisis often require an immediate referral to a qualified contracted provider, in place Board authority to execute agreements is required to facilitate timely and appropriate access to services.

The Department of Health Services maintains a consistent panel of healthcare providers to ensure continuity of care and provision of services that are geographically accessible throughout Sonoma County. Contracted providers must be licensed by the state and comply with certification requirements and all regulatory and fiscal reporting requirements specific to the treatments provided. Consistent with state requirements for managed care plans, the Department maintains an open provider network and any licensed provider may submit a request to contract to provide services. Requests are reviewed on an ongoing basis and approved based on client need, geographic coverage, and cultural and language capabilities.

The Department works closely with the Purchasing Agent to manage vendor services within the County's competitive process guidelines and the medical network of care as mandated by federal and state regulations. When the Department identifies a new service need, a request for proposals (RFP) is published and a procurement process that follows County policy and procedures is used to select the vendor(s). The need for a new service is identified through an evaluation of the current system of care, including identification of increased demand areas, service level deficiencies, and system improvement opportunities driven by emerging, promising, and best practices. The selection of the initial Mental Health Services Act (MHSA) program providers was based on community stakeholder input and an RFP process. Ongoing MHSA programs and services are vetted annually through a community planning and input process that includes posting of the MHSA plan for comment and a public hearing. The Department also obtains goods and services which are only available from a single provider, including proprietary software, licensed or patented goods and services. The County Purchasing Agent considers maintenance agreements an appropriate use of sole source purchasing due to the proprietary nature of the software.

The Department contracts for the following types of mental health and substance use disorder treatment services as part of the Department of Health Services treatment system. Descriptions include the estimated client need for FY 14-15. In some instances, the needs of clients dictate a pattern of contract utilization that is other than what was originally planned. The ability to maximize funding between contracts (within the overall budget authority granted by the Board) increases opportunities to provide for the varying needs of clients with the most appropriate and effective level of care. A list of mental health and substance use disorder treatment services providers is included (Attachment A).

Residential Non-Medical Detoxification (\$640,192)

The Drug Abuse Alternatives Center (DAAC) provides 15 residential non-medical detoxification beds at the Orenda Center. The Department projection for the number of clients that will be admitted into a facility for residential non-medical detoxification services in FY 14-15 is 2,000; an increase of 440 from the FY 13-14 projection. While the number of clients is projected to increase, the average length of stay is trending lower, and the cost for these services is projected to remain unchanged from the FY 13-14 cost. The Department plans to contract with a single provider for these services.

Residential Treatment Services (\$2,772,579)

This program provides approximately 125 residential beds for therapeutic inpatient substance use disorder treatment. Services may be provided in lieu of incarceration for inmates of the Main Detention Facility and North County Detention Facility. Services may also be provided to residents of the community in need of therapeutic residential substance use disorder treatment. The Department projection for the number of clients that will be admitted to a residential facility for inpatient substance use disorder treatment services in FY 14-15 is 760; unchanged from the FY 13-14 projection. The cost for these services is projected to decrease \$217,461 from the FY 13-14 cost (7.3 percent). The Department plans to contract with four providers for these services in amounts ranging from \$14,687 to \$1,846,381. Additional services, such as out-of-County placements, may also be needed from various providers, in an amount up to \$40,000.

Outpatient Treatment Services (\$1,267,839)

Therapeutic outpatient substance use disorder treatment services may be provided in lieu of incarceration for inmates of the Main Detention Facility and North County Detention Facility, or to residents of the community in need of therapeutic outpatient substance use disorder treatment. The Department projection for the number of clients that will utilize substance use disorder treatment services from a contracted provider in FY 14-15 is 1,600; a reduction of 45 from the FY 13-14 projection. The cost for these services is projected to decrease \$66,673 from the FY 13-14 cost (5.0 percent). The Department plans to contract with four providers for these services in amounts ranging from \$21,838 to \$776,422. Additional currently unidentified services within this service category from various providers may also be needed in an amount up to \$5,000.

Perinatal Residential and Outpatient Day Treatment Services (\$816,516)

The perinatal services program provides approximately 16 residential treatment beds as well as outpatient therapeutic substance use disorder treatment for pregnant and parenting women. These services can be accessed through community or self-referral. Both the residential and outpatient services include on-site child care and available transportation for clients. The Department projection for number of pregnant and parenting women that will access perinatal residential and outpatient day treatment services in FY 14-15 is 150; unchanged from the FY 13-14 projection. The cost for these services is projected to decrease \$70,855 from the FY 13-14 cost (8.0 percent). The Department plans to contract with three providers for these services in amounts ranging from \$27,090 to \$398,620.

Narcotic Treatment Programs (\$1,683,972)

This program provides outpatient therapeutic substance use disorder treatment in the form of Narcotic Replacement Therapy (such as methadone). The Department projection for the number of clients that will access narcotic treatment services in FY 14-15 with individual episodes of care generally lasting longer than one year is 500; unchanged from the FY 13-14 projection. The cost for these services is projected to increase \$35,000 from the FY 13-14 cost (2.1 percent). The Department plans to contract with two providers for these services in amounts ranging from \$628,488 to \$1,055,484.

Ancillary Services (\$51,114)

Ancillary services includes supplementary services such as acupuncture, smoking cessation, sober living environment, and employment services, for clients receiving therapeutic substance use disorder treatment services. The Department projection for the number of individuals to access ancillary services in FY 14-15 is 150; unchanged from the FY 13-14 projection. The cost for these services is projected to

decrease \$36,000 from the FY 13-14 cost (41.3 percent). The Department plans to contract with four providers for these services in amounts ranging from \$9,038 to \$16,508.

Long-Term Care Facilities (\$4,730,830)

Long-term care facilities provide services to improve the daily functioning of adults with serious and persistent mental illness. Facilities also serve clients who require short- to medium-term intensive treatment in a secure, highly structured therapeutic environment in order to return to the community. The Department projection for number of individuals that will be admitted into long-term care facilities in FY 14-15 is 100; a reduction of 37 from the FY 13-14 projection. With significant increases in costs for this service category, the cost for these services is projected to increase \$1,193,888 from the FY 13-14 cost (33.8 percent). The Department has identified and plans to contract with two providers for these services in amounts ranging from \$225,205 to \$1,505,625. In addition, the Department plans to contract with a number of facilities for these services, based on client need and the availability of beds, in an amount up to \$3,000,000.

Children's Group Homes (\$1,350,000)

Group homes provide mental health youth and family services to ensure that the mental health treatment needs of children living in placements are appropriately met. Services are available to children who have been assessed by Behavioral Health Division staff and identified as requiring specific levels of mental health intervention. The Department projection for number of children that will be admitted into contracted group homes in FY 14-15 is 95; an increase of 5 from the FY 13-14 projection. The average length of stay for these services has been trending lower, resulting in a projected decrease in cost for these services of \$300,000 from the FY 13-14 cost (18.2 percent). The Department plans to contract with seven providers, and various others as needed, for these services in an amount totaling not more than \$1,350,000. Various services may include specialized placements that the seven contracted providers do not have the ability to serve, such as a very young child or a child with very specialized needs such as eating disorders.

Children's Mental Health Outpatient Services (\$4,992,580)

Includes outpatient mental health youth and family services to ensure that individual/family counseling and case management needs are addressed. The Department projection for the number of children that will require mental health outpatient services in FY 14-15 is 1,100; an increase of 60 from the FY 13-14 projection. With reduced service costs and client utilization of programs managed by the Sonoma County Human Services Department, the cost for these services is projected to decrease \$551,820 from the FY 13-14 cost (10.0 percent). The Department plans to contract with nine providers, and various others as needed, for these services in amounts ranging from \$10,000 to \$1,585,000. Various services may include specialized placements that the nine contracted providers do not have the ability to serve, such as a very young child or a child with very specialized needs such as eating disorders.

Supportive Services to Adults in Community Care Facilities (\$4,073,714)

Support services provided to adults in licensed community care facilities fall into two broad categories. Contractors provide an organized treatment program with a daily schedule of activities designed to help clients learn daily living skills, understand their mental illness, and/or deal with substance use disorder issues in preparation for moving into a more independent living situation. The remaining contracts are with licensed board and care providers that offer limited supervision of clients, assistance with managing medications, and help with the activities of daily living. The Department projection for the

number of individuals to be admitted to contracted licensed community care facilities for supportive services in FY 14-15 is 285; an increase of 190 from the FY 13-14 projection and more closely aligned with current utilization. The cost for these services is projected to increase \$270,179 from the FY 13-14 cost (7.1 percent). The Department plans to contract with three providers for these services in amounts ranging from \$527,402 to \$1,019,012. In addition, the Department plans to contract with a number of facilities for these services, based on client need and the availability of beds, in an amount up to \$1,554,147.

Supportive Services to Adults in Independent Living Settings (\$2,891,575)

The treatment goal for all mental health clients is for them to live in the community as independently as possible. A variety of living arrangements are available to clients including single or shared apartments, and homes shared by a small number of individuals. Contract providers send staff to clients' homes to teach and assist them in accomplishing all the tasks necessary to live independently, including menu planning, grocery shopping, budgeting and paying bills, taking medications as prescribed, etc. The Department projection for the number of individuals that will be admitted to contracted licensed independent care facilities for supportive services in FY 14-15 is 415; an increase of 35 from the FY 13-14 projection. The cost for these services is projected to increase \$75,942 from the FY 13-14 cost (2.7 percent). The Department plans to contract with three providers for these services in amounts ranging from \$346,675 to \$1,464,846.

Consumer, Family Peer Support and Recovery Services (\$1,649,105)

Through contracts with several community-based organizations, clients and/or their families may access a variety of services designed to foster self-reliance and maximize overall quality of life. The services include provision of general health information and referral, assistance navigating the mental health systems of care, recreation and socialization, consumer and family support groups, peer counseling training, peer counseling, telephone support, advocacy training and consultation, benefits counseling, vocational training, and consumer-operated employment opportunities. The Department projection for the number of individuals that will access these services in FY 14-15 is 15,000; unchanged from the FY 13-14 projection. The cost for these services is projected to increase \$78,663 from the FY 13-14 cost (5.0 percent). The Department plans to contract with seven providers for these services in amounts ranging from \$47,505 to \$725,983. Additional currently unidentified services within this service category from various providers may also be needed in an amount up to \$22,500.

Mental Health Services Act Community Partnerships (\$871,452)

The Department provides funds and consultation services to community-based health care and substance abuse organizations, enabling these organizations to work more effectively with their clients who have mental illness. These collaborations facilitate access to primary care for individuals with mental illness, and assist the Behavioral Health Division to identify new clients needing services. In addition, these organizations are the providers of choice for many in the Latino and Native American populations. The Department projects that these MHSA Community Partnership funded agreements will allow approximately 2,750 previously underserved individuals to receive integrated behavioral and physical health care services at the regional health centers in FY 14-15; a decrease of 750 from the FY 13-14 projection and more closely aligned with actual utilization. The cost for these services is projected to decrease \$24,000 from the FY 13-14 cost (2.7 percent). The Department plans to contract with seven providers for these services in amounts ranging from \$9,212 to \$436,303.

Mental Health Services Act Full Service Partnerships (\$663,164)

These “full service partnerships” provide comprehensive services to a limited number of clients. The Department projects that 300 clients will receive supported housing and employment services, medication management, socialization, peer support, and access to staff support 24 hours per day, 7 days per week during FY 14-15; a decrease of 200 from the FY 13-14 projection and more closely aligned with actual utilization. While the number of projected clients has decreased, more intensive services are being provided in order to prevent migration to a more expensive level of service. The cost for these services is projected to increase \$41,730 from the FY 13-14 cost (6.7 percent). The Department plans to contract with two providers for these services in amounts ranging from \$200,000 to \$463,164.

Acute Inpatient and Short-Term Crisis Services (\$3,427,976)

Individuals in crisis may require a structured setting that provides 24-hour supervision and support. Acute inpatient psychiatric hospitals serve those clients who require a locked facility. Others are able to receive services in a residential setting in the community with intensive 24-hour support and supervision. The Department projection for the number of clients that will receive acute inpatient and short-term crisis services in FY 14-15 is 825; an increase of 25 from the FY 13-14 projection. With significant increases in costs for this service category, the cost for these services is projected to increase \$979,043 from the FY 13-14 cost (40.0 percent). The Department plans to contract with two providers (one a collaborative including three providers) for these services in amounts ranging from \$415,000 to \$988,933. In addition, the Department plans to contract with a number of facilities for these services, based on client need and the availability of beds, in an amount up to \$2,024,043.

Mental Health Services Act Prevention and Early Intervention (\$2,173,398)

Our community partners provide 1) prevention based services to individuals prior to the development of serious mental illness or serious emotional disturbances and to alleviate the need for additional mental health services or extended mental health treatment; 2) build capacity for mental health prevention and early intervention services at sites where people access other services such as health providers, education facilities, and community organizations; and 3) ensure earlier access to mental health services in order to lower the incidence of mental illness and suicide, to enhance wellness and resilience, and to reduce stigma and discrimination in Sonoma County. The Department projection for the number of children ages 0-18, transition age youth, students Kindergarten through college, and other community members that will receive MHSA Prevention and Early Intervention services in FY 14-15 is 25,000; unchanged from the FY 13-14 projection. The cost for these services is projected to increase \$260,483 from the FY 13-14 cost (13.6 percent). The Department plans to contract with seventeen providers for these services in amounts ranging from \$24,042 to \$434,517. Additional currently unidentified services within this service category from various providers may also be needed in an amount up to \$100,000.

Mental Health Services Act Workforce, Education and Training (\$682,394)

Workforce, Education and Training represents one of the five original funding components for the Mental Health Services Act. The authors of the act recognized a need to develop and train individuals to work in what they hoped would be an expanded and transformed mental health system of care. These contracts provide opportunities for graduate level clinicians to be trained and receive hours toward eventual licensure with the intent that they will at some point in the future be working in the public mental health system. This is a key strategy for the Department in diversifying the workforce. The contracts also provide opportunities for individuals in recovery from mental illness and/or family

members to be trained to take peer support positions in the system. In all cases, these contractors will be providing direct services to Department client's thus expanding access to care. The cost for these services is projected to increase \$79,494 from the FY 13-14 cost (13.2 percent). The Department plans to contract with three providers for these services in amounts ranging from \$100,000 to \$302,394. Additional currently unidentified services within this service category from various providers may also be needed in an amount up to \$120,000.

Support Services

The proposed budget for FY 14-15 includes \$2,258,209 for services to support the delivery of client and program related services. Following is a description of proposed support service contracts.

Temporary Staffing and Recruitment Services (\$1,470,234) Temporary staffing contracts support maintenance of a pool of psychiatrists and other psychiatric professionals to provide services in the event the County is unable to recruit and retain staff, or to provide for the specialized needs of clients. The Department contracts with staffing agencies, individual psychiatrists, psychiatric nurse practitioners, or other providers as needed. In order to allow maximum flexibility to meet client needs, contracts do not specify an individual maximum fiscal obligation. In addition, the Department contracts with Physician Recruitment firms to assist with the location and hiring of psychiatrists. The cost for these services is projected to increase \$701,471 from the FY 13-14 cost.

Drug Impairment Detection Services PassPoint™ (\$34,000) Drug testing and analysis service to screen for substance use as mandated. These services are utilized for 500-600 individuals each year. The cost for these services is unchanged from FY 13-14.

ECHO Management Group (\$40,000) Transactional data systems to perform client billing and accounting and auditing functions. This system is used to submit claims to Medi-Cal and Medicare for services that were performed prior to FY 13-14, and perform related accounting and reporting functions. As is standard with software systems, ongoing maintenance, support and upgrades are necessary to preserve its integrity and reliability. ECHO management is the sole source for this maintenance agreement. The cost for this system has decreased \$110,000 from the FY 13-14 cost, reflecting the reduced function served by this system.

FEI.com Inc. (\$140,000) Ongoing development, support, and implementation of the Sonoma Web Infrastructure for Treatment Services (SWITS) to meet federal and state outcome reporting requirements. The SWITS software was selected and approved by the Board based on a selection process in 2005. The software developer, FEI.com, is the sole source for this maintenance agreement. The cost for this service is unchanged from the FY 13-14 cost.

Netsmart Technologies Inc. (\$447,000) Ongoing development, support, and implementation of the AVATAR electronic health record for mental health services. The Avatar application was selected and approved by the Board in January of 2012 based upon a Statewide California Behavioral Health Systems coalition, comprised of 27 California Counties which reviewed 44 software products. The AVATAR system will serve the function previously performed using the system provided by ECHO Management Group and will be used to submit claims to Medi-Cal and Medicare for services in FY 13-14 and beyond, and perform related accounting and reporting functions. The software developer, Netsmart is the sole source for this maintenance agreement.

Hearing Officers (\$25,000) Conduct hearings to determine if a mental health client will be placed on an involuntary 14-day hold (Welfare and Institutions Code Section 5256.1). The cost for this service is

unchanged from the FY 13-14 cost.

Julie A. Kawahara (\$24,375) Provide consultation services to prepare community groups interested in reducing disparities in mental health services to respond to State initiatives that employ community-defined evidence programs. The cost for this service is unchanged from the FY 13-14 cost.

Andrew J. Wong dba AJW, Inc. (\$50,000) Ongoing development, support, maintenance and consultation for the division's assessment database. The CANS/ANSA tools link the assessment of client mental health to the design of an individual mental health services plan. The tools are consistent with the recovery model and aligned with the philosophy that consumers should be served in the community in the least restrictive environment possible. CANS/ANSA allows for individualized, culturally competent, consumer-driven, assessment and treatment planning. The Sonoma County Purchasing Agent has approved the Department's request to rely on the competitive procurement process conducted by the San Francisco Department of Public Health, which awarded a CANS/ANSA data evaluation and monitoring software contract to AJW, Inc. The cost for this service has decreased \$375 from the FY 13-14 cost.

Trilogy Integrated Resources, LLC (\$27,600) Support and Maintenance of the Sonoma County Network of Care website for the Behavioral Health and Public Health and maintenance of data for the Sonoma County Network of Care for Healthy Communities website. The cost for this service is unchanged from the FY 13-14 cost.

Prior Board Actions:

6/18/2013 – The Board authorized the Director of Health Services to execute agreements for mental health and substance use disorder services (\$33,029,287 for FY 13-14) and support services agreements for behavioral health services (\$1,239,863 for FY 13-14) for the period July 1, 2013 to June 30, 2016.

6/19/2012 – The Board authorized the Director of Health Services to execute contracts for mental health and substance use disorder services (\$30,582,635 for FY 12-13) and support services contracts for behavioral health services (\$1,500,301 for FY 12-13) for the period July 1, 2012 to June 30, 2015.

6/21/2011 – The Board authorized the Director of Health Services to execute contracts for mental health and alcohol and other drug services (\$29,891,379 for FY 11-12) and support services contracts for behavioral health services (\$657,674 for FY 11-12) for the period July 1, 2011 to June 30, 2014.

6/22/2010 – The Board authorized the Director of Health Services to execute Alcohol and Other Drug Services contracts with network of care providers (\$6,761,438) for the period July 1, 2010 through June 30, 2011.

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

The mental health and substance use disorder services provided by the Department's network of community-based service providers promote the recovery and wellness of individuals suffering from mental illness and substance use disorders through specialty mental health services, advocacy, and education.

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 36,996,609	County General Fund	\$ 2,000,000
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 34,996,609
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 36,996,609	Total Sources	\$ 36,996,609
Narrative Explanation of Fiscal Impacts (If Required):			
<p>The FY 14-15 Proposed Budget includes \$34,738,400 for provider treatment services contracts and \$2,258,209 for support service contracts totaling \$36,996,609.</p> <p>The mental health and substance use disorder treatment and support services contracts are funded by Medi-Cal/Federal Financial Participation, Mental Health Services Act, 1991 Mental Health Realignment, 2011 Mental Health Realignment, Federal Substance Abuse & Prevention Treatment (SAPT), First 5 Sonoma County, Intergovernmental Transfer, Parolee Services Network, reimbursements from other County departments, and \$2,000,000 in County General Funds which support substance use disorder services.</p>			
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 - Mental Health and Substance Use Disorder Treatment Services Providers			
Related Items "On File" with the Clerk of the Board:			
None			

Attachment A - Mental Health and Substance Use Disorder Treatment Services Providers

Provider/Contractor	FY 13-14 Contracted Amount	FY 14-15 Proposed
Residential Non-Medical Detoxification		
Drug Abuse Alternatives Center	\$ 640,192	\$ 640,192
Section Total	\$ 640,192	\$ 640,192
Residential Treatment Services		
California Human Development	\$ 892,388	\$ 837,483
Drug Abuse Alternatives Center - Turning Point	\$ 1,948,073	\$ 1,846,381
R House	\$ 34,028	\$ 34,028
Women's Recovery Services	\$ 14,687	\$ 14,687
Various Residential Treatment Services as needed	\$ 100,864	\$ 40,000
Section Total	\$ 2,990,040	\$ 2,772,579
Outpatient Treatment Services		
California Human Development	\$ 247,722	\$ 271,049
Drug Abuse Alternatives Center	\$ 807,422	\$ 776,422
R House	\$ 237,530	\$ 193,530
Sonoma County Indian Health Project	\$ 41,838	\$ 21,838
Various Outpatient Treatment Services as needed		\$ 5,000
Section Total	\$ 1,334,512	\$ 1,267,839
Perinatal Residential and Outpatient Day Treatment Services		
California Human Development	\$ 27,090	\$ 27,090
Drug Abuse Alternatives Center	\$ 368,620	\$ 398,620
Women's Recovery Services	\$ 390,796	\$ 390,806
Various Perinatal Treatment Services as needed	\$ 100,865	\$ -
Section Total	\$ 887,371	\$ 816,516
Narcotic Treatment Programs		
Drug Abuse Alternatives Center	\$ 635,988	\$ 628,488
Santa Rosa Treatment Program	\$ 1,012,984	\$ 1,055,484
Section Total	\$ 1,648,972	\$ 1,683,972
Ancillary Services		
Acupuncture and Recovery Treatment Services	\$ 9,038	\$ 9,038
California Human Development - Sober Living Environment	\$ 15,000	\$ 15,000
Interfaith Shelter Network	\$ 36,000	\$ -
Northern California Center for Well Being	\$ 16,508	\$ 16,508
Vietnam Veterans of California	\$ 10,568	\$ 10,568
Section Total	\$ 87,114	\$ 51,114
Long-Term Care Facilities		
California Department of Mental Health - State Hospital	\$ 829,794	\$ 225,205
Nadhan, Inc. dba Creekside Mental Health Rehabilitation Program	\$ 1,050,200	\$ 1,505,625
Long Term Facilities (placement based on bed availability)	\$ 1,656,948	\$ 3,000,000
Section Total	\$ 3,536,942	\$ 4,730,830

Attachment A - Mental Health and Substance Use Disorder Treatment Services Providers

Provider/Contractor	FY 13-14 Contracted Amount	FY 14-15 Proposed
Children's Group Homes		
No Maximums (fee for services)	\$ 1,250,000	\$ 800,000
Catholic Charities CYO, St Vincent's School for Boys		
Charis Youth Center		
Families First		
Fred Finch Youth Center		
Redwood Children's Services		
TLC Child and Family Services		
Various Children's Group Homes as needed		
Maximums Specified		
TLC Child and Family Services		\$ 300,000
Victor Treatment Centers	\$ 400,000	\$ 250,000
Section Total	\$ 1,650,000	\$ 1,350,000
Children's Mental Health Outpatient Services		
California Parenting Institute	\$ 422,500	\$ 422,500
California Parenting Institute - Authorization Function for RCS		\$ 10,000
California Parenting Institute - Urgent Response	\$ 120,000	\$ 120,000
Human Services Department for SonomaWorks - Women's Recovery & Drug Abuse Alternatives Center	\$ 105,239	\$ 105,239
Individuals Now dba Social Advocates for Youth	\$ 519,841	\$ 519,841
Individuals Now dba Social Advocates for Youth - Formative Family	\$ 225,000	\$ 25,000
Petaluma People Services Center	\$ 185,000	\$ 235,000
Redwood Psychology Center dba River Counseling dba Russian River Counselors	\$ 25,000	\$ 90,000
Seneca Residential and Day Treatment Center for Children - Supportive MH Services for WRAP Program	\$ 881,820	\$ 650,000
Sunny Hills Services - ACT/PRIDE	\$ 1,585,000	\$ 1,585,000
West County Community Services dba Community and Family Service Agency	\$ 75,000	\$ 180,000
Intensive Treatment Foster Care (ITFC) Services	\$ 600,000	\$ 200,000
Various Therapeutic Behavioral Services (TBS) and Managed Care Providers as needed	\$ 800,000	\$ 850,000
Section Total	\$ 5,544,400	\$ 4,992,580
Supportive Services to Adults in Community Care Facilities		
Community Support Network - A Step UP	\$ 351,529	\$ 482,001
Community Support Network - Bridges	\$ -	\$ 123,758
Community Support Network - E Street	\$ 322,304	\$ 413,253
Lonny Davis dba Davis Guest Home	\$ 527,402	\$ 527,402
Progress Foundation - Parker Hill Place	\$ 973,153	\$ 973,153
Various Augmented Adult Residential Facilities as needed	\$ 1,629,147	\$ 1,554,147
Section Total	\$ 3,803,535	\$ 4,073,714
Supportive Services to Adults in Independent Living Settings		
Bucklew Programs - Sonoma County Independent Living	\$ 1,388,904	\$ 1,464,846
Community Support Network - Opportunity House	\$ 346,675	\$ 346,675
Telecare - Sonoma Assertive Community Treatment	\$ 1,080,054	\$ 1,080,054
Section Total	\$ 2,815,633	\$ 2,891,575

Attachment A - Mental Health and Substance Use Disorder Treatment Services Providers

Provider/Contractor	FY 13-14 Contracted Amount	FY 14-15 Proposed
Consumer, Family Peer Support and Recovery Services		
Buckelew Programs - Family Services Coordinator	\$ 98,988	\$ 155,983
Council on Aging	\$ 83,951	\$ 83,951
Department of Rehabilitation (State of California)	\$ 47,505	\$ 47,505
Disabilities Rights California	\$ 55,538	\$ -
Goodwill Industries - Interlink Self Help Center	\$ 361,277	\$ 361,277
Goodwill Industries - Petaluma Peer Recovery	\$ -	\$ 64,706
Goodwill Industries - Wellness Center	\$ 300,000	\$ 300,000
Human Services Department - Job Link	\$ 67,500	\$ 67,500
National Alliance on Mental Illness	\$ 284,800	\$ 284,800
West County Community Services dba Community and Family Service Agency	\$ 120,883	\$ 120,883
West County Community Services dba Community and Family Service Agency - Homeless Outreach	\$ 10,000	\$ -
West County Community Services dba Community and Family Service Agency - The Empowerment Center	\$ 140,000	\$ 140,000
Various contracted support as needed		\$ 22,500
Section Total	\$ 1,570,442	\$ 1,649,105
Mental Health Services Act Community Partnerships		
Alliance Medical Center	\$ 9,212	\$ 9,212
Drug Abuse Alternatives Center	\$ 80,200	\$ 80,200
Individuals Now dba Social Advocates for Youth - Tamayo House	\$ 155,000	\$ 155,000
Petaluma People Services Center - Mary Isaak Center	\$ 50,477	\$ 50,477
Santa Rosa Community Health Centers	\$ 436,303	\$ 436,303
Sonoma County Indian Health Project	\$ 81,040	\$ 81,040
West County Health Centers	\$ 83,220	\$ 59,220
Section Total	\$ 895,452	\$ 871,452
Mental Health Services Act Full Service Partnerships		
Buckelew Programs - Employment Services	\$ 185,680	\$ 193,208
Buckelew Programs - Forensic Assertive Community Treatment (Housing)	\$ 125,510	\$ 156,661
Buckelew Programs - Transition Age Youth	\$ 110,244	\$ 113,295
Sunny Hills Services - Family Advocacy Support & Treatment Team	\$ 200,000	\$ 200,000
Section Total	\$ 621,434	\$ 663,164
Acute Inpatient and Short-Term Crisis Services		
Children's Counseling Collaborative (CCC-SC) (CPI, PPSC, and Individuals Now dba Social Advocates for Youth)	\$ 415,000	\$ 415,000
Progress Foundation Crisis Residential Unit	\$ 948,933	\$ 988,933
Acute Inpatient Facilities (Placement based on bed availability)	\$ 1,085,000	\$ 2,024,043
Section Total	\$ 2,448,933	\$ 3,427,976

Attachment A - Mental Health and Substance Use Disorder Treatment Services Providers

Provider/Contractor	FY 13-14 Contracted Amount	FY 14-15 Proposed
Mental Health Services Act Prevention and Early Intervention		
Action Network	\$ 76,635	\$ 76,635
Alexander Valley Health Center	\$ 41,400	\$ 41,400
California Parenting Institute - 0 to 5	\$ 160,137	\$ 160,137
Community Baptist Church	\$ 162,258	\$ 162,258
Early Learning Institute	\$ 128,261	\$ 128,261
Human Services Department – Older Adult Collaborative	\$ 243,387	\$ 243,387
Jewish Family and Children’s Services	\$ 59,508	\$ 59,508
Latino Service Providers of Sonoma County	\$ 87,871	\$ 88,354
National Alliance for Mental Illness - MST	\$ 24,042	\$ 24,042
Petaluma People Services Center	\$ 64,094	\$ 64,094
Positive Images	\$ 69,455	\$ 69,455
Santa Rosa Junior College	\$ 90,000	\$ 100,000
Santa Rosa Junior College - Peers Program	\$ -	\$ 100,000
School Based Programs Ages 5 - 18 (California Parenting Institute, Community & Family Service Agency (dba WCCS & CFSA), and Santa Rosa Community Health Centers)	\$ 202,500	\$ 202,500
Sonoma County Indian Health Project - Aunties & Uncles	\$ 68,850	\$ 68,850
Sonoma County Office of Education – the Sonoma County Student Assistance Program Collaborative	\$ 434,517	\$ 434,517
Goodwill Industries - Consumer Operated Warmline	\$ -	\$ 50,000
Various Suicide Prevention Services as needed	\$ -	\$ 100,000
Section Total	\$ 1,912,915	\$ 2,173,398
Mental Health Services Act Workforce, Education, and Training		
Buckelew Peer Support Services	\$ 120,000	\$ -
Goodwill Industries of the Redwood Empire - Consumer Relations	\$ 222,900	\$ 246,838
Goodwill Industries of the Redwood Empire - Peer Support Specialist	\$ -	\$ 55,556
Lomi Psychotherapy Clinic	\$ 160,000	\$ 160,000
Support Our Students	\$ 100,000	\$ 100,000
Various contracted support as needed		\$ 120,000
Section Total	\$ 602,900	\$ 682,394
Treatment Services Contracts Total	\$ 32,990,787	\$ 34,738,400



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 30
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, x7876

Supervisorial District(s):

Countywide

Title: HIV/HCV Outreach, Education, and Testing Services Agreement Amendment

Recommended Actions:

Authorize the Director of Health Services to execute the third amendment to the agreement with Drug Abuse Alternatives Center for the provision of human immunodeficiency virus (HIV) and hepatitis C virus (HCV) outreach, education, and testing services, increasing the contract by \$27,582, resulting in a new total not to exceed amount of \$774,697, for the contract period October 1, 2011 through June 30, 2016, with the option to increase the contract amount in FY 14-15 and FY 15-16 by an amount not to exceed \$50,000 per year, up to a total contract amount not to exceed \$874,697.

Executive Summary:

This item requests approval to execute the third amendment to the agreement with Drug Abuse Alternatives Center for the provision of human immunodeficiency virus (HIV) and hepatitis C virus (HCV) outreach, education, and testing services, increasing the contract by \$27,582, resulting in a new total not to exceed amount of \$774,697, for the contract period October 1, 2011 through June 30, 2016, with the option to increase the contract amount in FY 14-15 and FY 15-16 by an amount not to exceed \$50,000 per year, up to a total contract amount not to exceed \$874,697.

In April 2014 the Substance Abuse and Mental Health Services Administration (SAMHSA) granted to Sonoma County additional funding of \$27,582 for additional HIV and HCV prevention, testing, and linkages to services in the community to be completed in FY 13-14. The increased funding will result in expanded testing at primary and mobile facilities in FY 13-14 to provide both rapid HIV and HCV testing and risk-reduction counseling to 250 additional high-risk individuals.

Since October 2011 the Department has contracted with Drug Abuse Alternatives Center (DAAC) to provide HIV and HCV outreach, education, and testing services. As a result of DAAC's experience with the target population and with the provision of these services, the Department desires to amend the current agreement to include the additional \$27,582 for HIV/HCV testing and prevention services. The additional funding may be utilized in FY 14-15 if all additional services are not provided in this fiscal year.

During FY 12-13, DAAC provided the following HIV/HCV Counseling and Testing Services:

- 103 HIV/HCV group counseling sessions with 1819 individuals participating.

- 1105 individual pre/post HIV/HCV test counseling sessions including risk assessment.
- 1105 HIV tests conducted; with 10 newly diagnosed HIV positive; at a rate of 0.9%.
- 298 tested for HCV, with 19 testing positive, at a rate of 6.3%.

In April of each year, SAMHSA allocates additional funding, as available, to counties for HIV/HCV testing in substance use treatment facilities. These additional allocations are expected to continue over the next two fiscal years. Authorization to increase funding on the DAAC agreement over the next two fiscal years with additional SAMHSA funding provides an efficient method to deliver additional HIV/HCV testing and counseling.

Prior Board Actions:

In June 2013 the Board approved the second amendment to an agreement with DAAC, increasing the contract by \$21,000, for a new total of \$747,115. In July 2012 the Board approved the first amendment to the agreement with DAAC, increasing the contract by \$5,000, for a new total \$726,115. In October 2011 the Board approved an agreement with DAAC to provide HIV outreach, education, and testing services for the term of October 1, 2011 through, June 30, 2016 for a total of \$721,115.

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

HIV/HCV testing are critical steps in preventing HIV/HCV infections. Counseling sessions educate individuals and promote safe behavior. Testing and follow-up sessions improve the long-term health of those with HIV infection by diagnosing and linking positive individuals to care. Testing and follow-up sessions also prevent new infections by reducing individuals' HIV/HCV viral loads thereby decreasing the possibility of spread of infection.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 27,582	County General Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$ 27,582
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 27,582	Total Sources	\$ 27,582

Narrative Explanation of Fiscal Impacts (If Required):

The FY 13-14 budget includes \$27,582 for this amendment.

Per Fiscal Year Summary by Amendment (not including options):

	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	Totals
Original	124,223	149,223	149,223	149,223	149,223	\$721,115
1 st Amendment		5,000				\$5,000
2 nd Amendment		21,000				\$21,000
3 rd Amendment			27,582			\$27,582
Totals	\$124,223	\$175,223	\$176,805	\$149,223	\$149,223	\$774,697

The additional \$100,000 will be added to the appropriate fiscal year budgets if the options to increase funding are executed (FY 14-15 - \$50,000, FY 15-16 - \$50,000).

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:

Third amendment to the agreement with Drug Abuse Alternatives Center

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

None

**MODIFICATION NUMBER THREE OF
AGREEMENT FOR SERVICES BETWEEN
COUNTY OF SONOMA AND
DRUG ABUSE ALTERNATIVES CENTER**

On October 21, 2011, the County of Sonoma, a political subdivision of the State of California, (hereinafter referred to as "County") and Drug Abuse Alternatives Center, a California non-profit corporation, (hereinafter referred to as "Contractor") entered into a service agreement (hereinafter referred to as "Agreement"), modified by the parties effective October 1, 2012, as Modification No. One, and modified by the parties effective June 4, 2013, as Modification No. Two.

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

1. Section 2.2 – Maximum Payment Obligation is hereby revised to read as follows:

2.2 Maximum Payment Obligation

As compensation for the services provided pursuant to Section 1.1 – Contractor's Specified Services of this Agreement, Contractor shall receive the following sums to the extent funds are available to County: FY 11/12 (\$124,223), FY 12/13 (\$175,223), FY 13/14 (\$176,805), FY 14/15 (\$149,223), and FY 15/16 (\$149,223). In no event shall County be obligated to pay Contractor more that the total sum of \$774,697 under the terms and conditions of this Agreement.

2. Section 2.8 – Federal Funding is hereby added to the terms and conditions of this Agreement as follows:

2.8. Federal Funding

This Section 2.8 is applicable if all or part of this Agreement will be paid with Federal awards.

2.8.1. 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: 93.959
- b. CFDA Title: Block Grants for Prevention & Treatment of Substance Abuse
- c. Federal Agency: Department of Health & Human Services Substance Abuse & Mental Health Services
- d. Award Name: SAPT Block Grant
- e. Federal Award(s) Amount: \$519,697 (FY 11/12 - \$74,223, FY 12/13 - \$120,223, FY 13/14 - \$126,805, FY 14-15 - \$99,223, FY 15-16 - \$99,223)

2.8.2. 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.

2.8.3. 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.

2.8.4. 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.

2.8.5. 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.

2.8.6. 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. Exhibit A.2 – Scope of Work is hereby deleted and replaced in its entirety with the attached Exhibit A – Scope of Work.

4. Exhibit B.2 – Budget is hereby deleted and replaced in its entirety with the attached Exhibit B – Budget.


5. Exhibit C – Insurance is hereby deleted and replaced in its entirety with the attached Exhibit C – Insurance Requirements.

Except as expressly modified 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 modification to be duly executed by their authorized representatives this _____ day of _____, 20_____.

CONTRACTOR:



Marlus Stewart, Managing Director
Drug Abuse Alternatives Center


5/30/2014
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

6/2/14
Dated

Approved as to Form:



Sonoma County Counsel

5/16/14
Dated

Exhibit A. Scope of Work
HIV Education Outreach and Testing
FY 11-12 through FY 15-16

Section I. October 1, 2011 – June 30, 2012:

Target Population: HIV-negative individuals at high risk for HIV infection, with a specific focus on substance users, men who have sex with men, disenfranchised youth, and low income individuals not connected to primary care.

Objective: Provide HIV education, testing, counseling, and needle exchange services to at least 1,800 high risk target population individuals annually, including: risk assessments, referrals and linkages to needed primary care and support services.

Contractor will:

- Work with DHS staff to develop a countywide plan for fixed and mobile site HIV counseling, testing and needle exchange services, including education, risk assessment, and linkages to needed resources and care services.
- Secure memorandums of understanding with all public and at least three private ATOD treatment sites to provide HIV/HCV education, testing and counseling services to clients.
- Develop plans for partners services and linkages to care consistent with state and federal guidelines
- Ensure that testing staff, including at least one bi-lingual/bi-cultural staff member, have completed all required state training; are certified by the State Office of AIDS; and are proficient in conducting HIV testing and counseling services according to state and federal guidelines.
- Arrange for proper disposal of used syringes via licensed bio-hazard hauler.
- Maintain records of all testing services using State Office of AIDS approved procedures and forms
- Enter all testing data into the Office of AIDS LEO database.
- Deliver bi-annual progress reports on all testing services to the County Department of Health Services.
- Participate in the HIV Service Providers Coalition meetings.
- Conduct at least 90 HIV group education sessions to at least 750 individuals at treatment sites.
- Conduct HIV/HCV testing for at least 300 high-risk individuals at treatment sites, consistent with state and federal guidelines.
- Conduct at least 245 post-test counseling and test result sessions at the treatment sites, consistent with state and federal guidelines.
- Provide HIV education and testing to at least 300 individuals at high risk for HIV at non-treatment sites (such as through community/mobile outreach, at needle exchange sites, homeless shelters, county jail, etc.).
- Conduct at least 245 HIV post-test counseling and test result sessions at the non-treatment sites, consistent with state and federal guidelines.
- Utilize mobile unit to provide weekly needle exchange, education, testing and care/treatment service referrals to at least 350 injection needle users.

- Utilize mobile units to provide education and testing to at least 500 individuals at 3 or more community events that cater to the targeted high-risk communities: injection needle using/MSM/ disenfranchised youth and/or low income individuals that may not be linked to primary care/routine testing opportunities.
- Successfully link 100% of all those who test positive to HIV care and support services.
- Provide at least 200 HCV counseling and testing for high risk individuals at treatment sites and non-treatment sites, consistent with state and federal guidelines.
- Provide outreach and/or educational HCV and STD sessions for at least 200 high risk populations at non-clinical sites, such as community parks, shelters, vineyards, and/or in partnership with community-based organizations targeting these communities.

Section II: July 1, 2012 – June 30, 2013

Target Population: HIV-negative individuals at high risk for HIV infection, with a specific focus on substance users, men who have sex with men, disenfranchised youth, and low income individuals not connected to primary care.

Objective: Provide HIV education, testing, counseling, and needle exchange services to at least 2000 high risk target population individuals annually, including: risk assessments, referrals and linkages to needed primary care and support services.

Contractor will:

- Work with DHS staff to develop a countywide plan for fixed and mobile site HIV counseling, testing and needle exchange services, including education, risk assessment, and linkages to needed resources and care services.
- Secure memorandums of understanding with all public and at least three private ATOD treatment sites to provide HIV/HCV education, testing and counseling services to clients.
- Develop plans for partners services and linkages to care consistent with state and federal guidelines
- Ensure that testing staff, including at least one bi-lingual/bi-cultural staff member, have completed all required state training; are certified by the State Office of AIDS; and are proficient in conducting HIV testing and counseling services according to state and federal guidelines.
- Arrange for proper disposal of used syringes via licensed bio-hazard hauler.
- Maintain records of all testing services using State Office of AIDS approved procedures and forms
- Enter all testing data into the Office of AIDS LEO database.
- Deliver bi-annual progress reports on all testing services to the County Department of Health Services.
- Participate in the HIV Service Providers Coalition meetings.
- Conduct at least 120 HIV group education sessions to at least 1,000 individuals at treatment sites.
- Conduct HIV/HCV testing for at least 500 high-risk individuals at treatment sites, consistent with state and federal guidelines.
- Conduct at least 425 post-test counseling and test result sessions at the treatment sites, consistent with state and federal guidelines.
- Provide HIV education and testing to at least 500 individuals at high risk for HIV at non-treatment sites (such as through community/mobile outreach, at needle exchange sites, homeless shelters, county jail, etc.)
- Conduct at least 300 HIV post-test counseling and test result sessions at the non-treatment sites, consistent with state and federal guidelines.
- Utilize mobile units to provide weekly needle exchange, education, testing and care/treatment service referrals to at least 500 injection needle users.
- Utilize mobile units to provide education and testing to at least 500 individuals at 3 or more community events that cater to the targeted high-risk communities: injection needle using/MSM/ disenfranchised youth and/or low income individuals that may not be linked to primary care/routine testing opportunities.
- Successfully link 100% of all contacts who test positive to HIV care and support services.

FY 12-13 Activities Addendum – To Be Completed by June 30, 2013

Contractor will:

- Expand testing hours at a primary satellite site (Face to Face, Santa Rosa, CA) from 12 to 32 hours per week.
- Expand mobile testing to new static and rotating sites most frequented by high risk individuals (and based upon the most recent epidemiological data report which highlights trends among women, Latinos and especially foreign-born men)
- Expand high risk testing to the two County jail facilities (Main and North County) reaching those sentenced to the local jail as well as those individuals on early release due to AB109 recently released from the prison system.
- Provide rapid HIV test and risk-reduction counseling to 400 additional high-risk individuals.
- Collect data for input into the State Office of AIDS database (LEO) for all testing & counseling encounters. Maintain records of all testing services using State Office of AIDS approved procedures and forms.
- By June 30, 2013, have at least three staff persons and 15 volunteers (including Face to Face associates) who are state certified HIV test counselors (must have completed all required state training; be certified by the State Office of AIDS; and be proficient in conducting HIV testing and counseling services according to state and federal guidelines.) At least four testers will speak Spanish.
- Participate in monthly Test Counselor's meeting for ongoing training and support.
- Finalize an outreach plan for testing in coordination with other agencies in the county.
- Expand the scope of the County-approved Sonoma County Hepatitis AIDS Risk Reduction Program (SHARP) syringe exchange to include overdose prevention education and distribution of narcan to prevent overdose deaths among the injection drug-using community. Provision overdose education and materials according to program protocols via (D.O.P.E. Project) certified staff and volunteers.
- Develop an integrated approach allowing for the provision of STI testing at non-clinical sites, such as at fixed, rotating and mobile van sites.
- In partnership with La Luz, Nuestra Voz and other local agencies, Implement a short-term saturation campaign with migrant farm workers and other communities of the Latino population in Sonoma County.
- Participate in the HIV Service Providers Coalition Prevention Committee to plan and coordinate HIV prevention strategies throughout the county.
- Develop a process to successfully link 100% of all those who test positive to HIV care and support services
- Distribute condoms, lube, and educational materials on HIV, Hepatitis, and STIs
- Submit a report documenting the completion of the elements in this scope of work by July 10, 2013 to receive full payment of additional \$21,000.

Section III: July 1, 2013 – June 30, 2016

Target Population: HIV-negative individuals at high risk for HIV infection, with a specific focus on substance users, men who have sex with men, disenfranchised youth, and low income individuals not connected to primary care.

Objective: Provide HIV education, testing, counseling, and needle exchange services to at least 1,800 high risk target population individuals annually, including: risk assessments, referrals and linkages to needed primary care and support services.

Contractor will:

- Work with DHS staff to develop a countywide plan for fixed and mobile site HIV counseling, testing and needle exchange services, including education, risk assessment, and linkages to needed resources and care services.
- Secure memorandums of understanding with all public and at least three private ATOD treatment sites to provide HIV/HCV education, testing and counseling services to clients.
- Develop plans for partners services and linkages to care consistent with state and federal guidelines
- Ensure that testing staff, including at least one bi-lingual/bi-cultural staff member, have completed all required state training; are certified by the State Office of AIDS; and are proficient in conducting HIV testing and counseling services according to state and federal guidelines.
- Arrange for proper disposal of used syringes via licensed bio-hazard hauler.
- Maintain records of all testing services using State Office of AIDS approved procedures and forms
- Enter all testing data into the Office of AIDS LEO database.
- Deliver bi-annual progress reports on all testing services to the County Department of Health Services.
- Participate in the HIV Service Providers Coalition meetings.
- Successfully link 100% of individuals who test positive to HIV care and support services.

Contractor will provide the following services with minimum quantity requirements per period:

#	Description	Minimum number of individuals services will be provided to		
		FY 13-14	FY 14-15	FY 15-16
1	Conduct at least 120 HIV group education sessions at treatment sites.	1,000	1,000	1,000
2	Conduct HIV/HCV testing for high-risk individuals at treatment sites, consistent with state and federal guidelines.	550	500	500
3	Conduct post-test counseling and test result sessions at the treatment sites, consistent with state and federal guidelines.	245	245	245
4	Provide HIV education and testing for individuals at high risk for HIV at non-treatment sites (such as through community/mobile outreach, at needle exchange sites, homeless shelters, county jail, etc.).	550	500	500
5	Conduct HIV post-test counseling and test result sessions at the non-treatment sites, consistent with state and federal guidelines.	300	300	300
6	Utilize mobile unit to provide weekly needle exchange, education, testing and care/treatment service referrals to injection needle users.	500	500	500
7	Utilize mobile units to provide education and testing at 3 or more community events that cater to the targeted high-risk communities: injection needle using/MSM/disenfranchised youth and/or low income individuals that may not be linked to primary care/routine testing opportunities.	500	500	500
8	Provide HCV counseling and testing for high risk individuals at treatment sites and non-treatment sites, consistent with state and federal guidelines.	200	N/A	N/A
9	Provide at least 200 group or individual outreach and/or educational HCV and STD sessions for high risk populations at non-clinical sites, such as community parks, shelters, vineyards, and/or in partnership with community-based organizations targeting these communities.	200	N/A	N/A

**Exhibit B. Budget
FY 11/12 Budget**

Agency:	DAAC							
County of Sonoma Department of Health Services Prevention Funds								\$ 124,223
Project Title:	HIV Testing/Counseling - Outpatient							
Contract Period:	July 1, 2011 - June 30, 2012							
					MGA	ADP		
PERSONNEL								
	<u>Title</u>	<u>%Time</u>	<u>Months/ Year</u>	<u>Full time Salary</u>			<u>2011-2012 Budget</u>	
Lynn Campanario	OPT Services Director	0.04	12	61,443	2,520	0	2,520	
Lorie Violette	HIV/HCV Coordinator	0.80	12	35,325	21,804	6,374	28,178	
Delfina Ramos	HIV/HCV Specialist/Educator	0.82	12	32,891	11,163	15,801	26,964	
On-call staff	HIV/HCV Specialist/Educator			1,700	0	1,700	1,700	
				Sub-Total Salaries				
					35,487	23,875	59,362	
FRINGE BENEFITS	22.52 % of salaries							
					7,992	5,377	13,368	
					43,479	29,252	\$72,730	
				TOTAL PERSONNEL COSTS				
OPERATING EXPENSES								
<u>Category</u>							<u>Allocation Basis</u>	
Office Supplies					0	233	\$233	
Materials					0	7,580	\$7,574	
Rent					0	653	\$653	
Telephone					0	824	\$824	
Travel (+Gas, Oil and Vehicle Maintenance)					0	4,500	\$4,500	
Mileage					0	1,820	\$1,820	
Training / Continuing Education / Capacity Building					0	350	\$350	
Computer Charges					0	350	\$350	
Liability Ins					0	2,595	\$2,595	
Printing					0	30	\$30	
Legal Services					0	0	\$0	
Other: Depreciation, Mortgage Expense, Lab tests/supplies, Licenses, Janitorial Services, Maintenance prop)					0	16,355	\$16,355	
					0	35,290	\$35,284	
INDIRECT COSTS								
					6,522	9,681	16,203	
				TOTAL	\$50,000	74,223	\$124,223	

FY 12/13 Budget

Agency:	DAAC							
County of Sonoma Department of Health Services Prevention Funds								\$ 175,223
Project Title:	HIV Testing/Counseling - Outpatient							
Contract Period:	July 1, 2012 - June 30, 2013							
					MGA	ADP	ADP Modified	
PERSONNEL								
			Months/	Full time				2012-2013
	Title	%Time	Year	Salary				Budget
Lynn Campanario	OPT Services Director	0.04	12	61,443	2,520	859		3,379
Lorie Violette	HIV/HCV Coordinator	0.80	12	35,325	21,804	13,521		35,325
Delfina Ramos	HIV/HCV Specialist/Edu	0.82	12	32,891	11,163	21,728		32,891
On-call staff	HIV/HCV Specialist/Educator			1,700	0	1,700		1,700
Silvia Montero	Bilingual HIV/HCV educ	0.55	4	5,400			5,400	5,400
TBD	Off-site Program Direct	0.10	4	5,800			5,800	5,800
			Sub-Total Salaries		35,487	37,808	11,200	84,495
FRINGE BENEFITS	22.52 % of salaries				7,992	8,512	2,409	18,913
					43,479	46,320	13,609	\$103,408
			TOTAL PERSONNEL COSTS					
OPERATING EXPENSES								
	Category		Allocation Basis					
Office Supplies					0	250	250	\$500
Materials: HCV Testing Kits					5,000	8,586	3,500	\$17,086
Rent					0	700	1,200	\$1,900
Telephone					0	850	250	\$1,100
Travel (+Gas, Oil and Vehicle Maintenance)					0	6,000		\$6,000
Mileage					0	2,604		\$2,604
Training / Continuing Education / Capacity Building					0	100	250	\$350
Computer Charges					0	350		\$350
Liability Ins					0	2,595	250	\$2,845
Printing					0	0		\$0
Legal Services					0	0		\$0
Other: Depreciation, Mortgage Expense, Lab tests/supplies, Licenses, Janitorial Services, Maintenance prop)					0	17,925		\$17,925
			TOTAL OPERATING EXPENSES		5,000	39,960	5,700	\$50,660
INDIRECT COSTS					6,522	12,943	1,691	21,156
			TOTAL		\$55,000	\$99,223	\$21,000	\$175,223

FY 13/14 Budget

Agency:	DAAC							
County of Sonoma Department of Health Services Prevention Funds								\$176,805
Project Title:	HIV Testing/Counseling - Outpatient							
Contract Period:	July 1, 2013 - June 30, 2014							
					MGA Revised	Modified ADP	REVISED	
PERSONNEL								
			Months/	Full time		Modified	2013-2014	
	<u>Title</u>	<u>%Time</u>	<u>Year</u>	<u>Salary</u>		<u>ADP</u>	<u>Budget</u>	
Lynn Campanario/Carley Moo	OPT Services Director	4%	12	61,443	2,909	\$470	\$3,379	
Lorie Violette	HIV/HCV Coordinator	100%	12	35,325	21,610	\$13,715	\$35,325	
Delfina Ramos	Bilingual HIV/HCV Spec/Ed	100%	3	8,160	8,160	\$0	\$8,160	
Sylvia Montero	Bilingual HIV/HCV Spec/Ed	100%	12	29,613	0	\$29,613	\$29,613	
							\$0	
			Sub-Total Salaries		\$32,679	\$43,798	\$76,477	
							\$0	
FRINGE BENEFITS	23.4 % of salaries				\$7,647	\$10,249	\$17,896	
							\$0	
	TOTAL PERSONNEL COSTS				\$40,326	\$54,047	\$94,373	
							\$0	
OPERATING EXPENSES							\$0	
<u>Category</u>			<u>Allocation Basis</u>				\$0	
Office Supplies						\$1,000	\$1,000	
Materials and medical supplies						\$10,259	\$10,259	
Rent						\$1,900	\$1,900	
Telephone						\$1,100	\$1,100	
Travel (+Gas, Oil and Vehicle Maintenance)						\$6,000	\$6,000	
Mileage						\$3,404	\$3,404	
Training / Continuing Education / Capacity Building						\$653	\$653	
Computer Charges						\$350	\$350	
Liability Ins						\$2,845	\$2,845	
Printing						\$0	\$0	
Legal Services						\$0	\$0	
Other: Depreciation, Mortgage Expense, Lab tests/supplies, Licenses, Janitorial Services, Maintenance prop, Subcontractor Expense/F2F (\$14000 total)					\$3,727	\$30,165	\$33,892	
							\$0	
	TOTAL OPERATING EXPENSES				\$3,727	\$57,676	\$61,403	
							\$0	
INDIRECT COSTS					\$5,947	\$15,083	\$21,030	
							\$0	
			TOTAL		\$50,000	\$126,805	\$176,805	

FY 14/15 Budget

Personnel					
Name and Title	% Time	Full time Salary	MGA Funding	ADP Funding	Budget
Lynn Campanario OPT Services Director	0.04	61,443	2,520	859	3,379
Lorie Violette HIV/HCV Coordinator	0.80	35,325	21,804	13,521	35,325
Delfina Ramos HIV/HCV Specialist/Educator	0.82	32,891	11,163	21,728	32,891
On-call staff HIV/HCV Specialist/Educator		1,700	0	1,700	1,700
Sub-Total Salaries			35,487	37,808	73,295
Fringe Benefits (22.53 % of salaries)			7,992	8,512	16,504
Total Personnel Costs			43,479	46,320	\$89,799
Operating Expenses					
Office Supplies			0	250	\$250
Materials			0	8,586	\$8,586
Rent			0	700	\$700
Telephone			0	850	\$850
Travel (+Gas, Oil and Vehicle Maintenance)			0	6,000	\$6,000
Mileage			0	2,604	\$2,604
Training/Continuing Education/ Capacity Building			0	100	\$100
Computer Charges			0	350	\$350
Liability Insurance			0	2,595	\$2,595
Other: Depreciation, Mortgage Expense, Lab tests/supplies, Licenses, Janitorial Services, Maintenance prop)			0	17,925	\$17,925
Total Operation Expenses			0	39,960	\$39,960
Indirect Costs			6,522	12,943	19,465
Total			\$50,000	\$99,223	\$149,223

FY 15/16 Budget

Personnel					
Name and Title	% Time	Full time Salary	MGA Funding	ADP Funding	Budget
Lynn Campanario OPT Services Director	0.04	61,443	2,520	859	3,379
Lorie Violette HIV/HCV Coordinator	0.80	35,325	21,804	13,521	35,325
Delfina Ramos HIV/HCV Specialist/Educator	0.82	32,891	11,163	21,728	32,891
On-call staff HIV/HCV Specialist/Educator		1,700	0	1,700	1,700
Sub-Total Salaries			35,487	37,808	73,295
Fringe Benefits (22.53 % of salaries)			7,992	8,512	16,504
Total Personnel Costs			43,479	46,320	\$89,799
Operating Expenses					
Office Supplies			0	250	\$250
Materials			0	8,586	\$8,586
Rent			0	700	\$700
Telephone			0	850	\$850
Travel (+Gas, Oil and Vehicle Maintenance)			0	6,000	\$6,000
Mileage			0	2,604	\$2,604
Training/Continuing Education/ Capacity Building			0	100	\$100
Computer Charges			0	350	\$350
Liability Insurance			0	2,595	\$2,595
Other: Depreciation, Mortgage Expense, Lab tests/supplies, Licenses, Janitorial Services, Maintenance prop)			0	17,925	\$17,925
Total Operation Expenses			0	39,960	\$39,960
Indirect Costs			6,522	12,943	19,465
Total			\$50,000	\$99,223	\$149,223

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.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, 565-7876

Supervisorial District(s):

Countywide

Title: Medi-Cal Managed Care Rate Range Intergovernmental Transfer

Recommended Actions:

Authorize the Director of Health Services to execute an Intergovernmental Transfer Agreement with the California Department of Health Care Services to transfer \$2,049,848 from the Sonoma County Department of Health Services to the California Department of Health Care Services with term of July 1, 2012 through September 30, 2014.

Authorize the Director of Health Services to execute an Intergovernmental Transfer Assessment Fee Agreement with the California Department of Health Care Services to transfer \$409,970 from the Sonoma County Department of Health Services to the California Department of Health Care Services.

Authorize the Director of Health Services to execute a Fourth Amendment to the Partnership HealthPlan of California Health Plan Provider Agreement adding Exhibit G to provide IGT payments of approximately \$3,973,745 to the Sonoma County Department of Health Services to provide health services with a term of July 1, 2012 through October 31, 2015.

Authorize the Director of Health Services to execute the Memorandum of Understanding with Partnership HealthPlan of California, subsequent to review and approval by the Partnership HealthPlan Board, that sets forth programs and additional health services to be provided to Medi-Cal beneficiaries by the Department of Health Services as part of the Partnership HealthPlan of California system of care.

Executive Summary:

Background:

This request for Board approval to participate in FY 12-13 Medi-Cal Managed Care Rate Range Intergovernmental Transfer (IGT) represents the fourth year the Department has participated in the Medi-Cal Managed Care IGT to secure additional federal revenue to deliver expanded services to the Managed Medi-Cal population. Examples of the additional services the Department has been able to deliver include care coordination with the Santa Rosa Community Health Centers and pilot integration efforts of Primary Care and Behavioral Health in our community health clinics.

IGT is a process where California tax authorities participating in Medi-Cal Managed Care may enter into an agreement with the California Department of Health Care Services (DHCS) and the Medi-Cal Managed Care Partner to increase federal revenue. Utilizing local funds, DHCS draws down federal funding from the Center for Medicare and Medicaid Services (CMS). These funds are then transferred to Partnership HealthPlan of California (PHC) who after retention of its administrative fee, transfers the funds to the County to provide additional health care services to its Medi-Cal beneficiaries. This year, in addition to the Department, Partnership HealthPlan of California has included the taxing authorities from Healdsburg Hospital, Sonoma Valley Hospital, and Palm Drive Hospital in the IGT program.

IGT Revenue:

With the inclusion of the three hospitals in the program, IGT revenue for the Department of Health Services has decreased this year to \$1.5 million. However, overall spending by Partnership HealthPlan is not decreasing to the Sonoma County health system and each of these community partners will benefit from the additional funding from Partnership HealthPlan.

Although there is a decrease in revenue for the Department of Health Services (DHS), DHS will still be able to deliver a significant amount of additional services to the managed Medi-Cal population by continuing to participate in the program. Additionally, past IGT funds have been dedicated toward one-time infrastructure grants to local hospitals and clinics, and there is a sufficient amount of IGT fund balance to complete any existing contractual obligations.

The IGT funding process includes the following steps:

- Upon approval by Board of Supervisors, the Department will transfer \$2.1 million to DHCS and make a separate IGT Administrative Fee payment to DHCS totaling approximately \$409k;
- Upon receipt of IGT payment from the County, DHCS will access approximately \$2.1 million in federal matching funds from CMS and make a payment to PHC of approximately \$4.2 million;
- Within 30 days of receipt, PHC will distribute \$4.0 million to DHS through the Health Plan-Provider Agreement retaining \$98k to pay the Managed Care Organization tax associated with the IGT and \$125k admin fee;
- The Department will return the initial IGT funding/Admin Fee of \$2.5 million to its account of origin and will budget \$1.5 million of net IGT funds consistent with the PHC Provider Agreement.

The time period between when the Department makes the initial IGT transfer to DHCS and when it receives the additional IGT revenue payment from PHC has averaged less than 60 days.

Proposed Use of IGT Revenue in FY 14-15:

The attached Fourth Amendment to the Health Plan Provider Agreement with PHC requires the Department and PHC enter into an MOU describing health services to be funded with IGT revenue. Given the delay in the State's notification of available IGT funding, and the need to return signed documents to the State by July 3, PHC and the other IGT participants have not yet finalized their MOU's. Consistent with its prior year investments of IGT, the Department will continue to invest its IGT in health services for Medi-Cal beneficiaries consistent with the PHC Board approved MOU.

Next Steps:

Upon approval of the Board to execute the attached FY 12-13 IGT contracts and PHC MOU, the Department will:

- Submit executed copies of the approved contracts to PHC and DHCS. **(Due: July 3, 2014)**

- Execute an MOU with PHC describing DHS planned Year 4 IGT health services. **(July 2014)**
- Transfer IGT and Administrative Assessment Fee payment to DHCS. **(August 2014)**
- Receive IGT payment from PHC. **(August-October 2014)**

Prior Board Actions:

5/24/11 – Authorized Intergovernmental Transfer with California Department of Health Services
 3/26/12 – Authorized Intergovernmental Transfer with California Department of Health Services
 3/19/13 – Authorized Intergovernmental Transfer with California Department of Health Services

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

Through participation in the IGT, the County will provide health services for Medi-Cal beneficiaries.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 2,458,818	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 0
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 2,458,818
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 0	Total Sources	\$ 0

Narrative Explanation of Fiscal Impacts (If Required):

The Department's net IGT revenue will equal \$1.5 million, a decrease by \$2.8 million (62%) from the prior fiscal year. Current program funding will be offset to the extent necessary by previous year IGT fund balances. Should any changes be required, adjustments will be made in the first quarter consolidated budgetary adjustment process.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

State IGT Agreement; State IGT Administrative Assessment Fee Agreement; Fourth Amendment to the Health Plan Provider Agreement with Partnership HealthPlan of California

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

None

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) and the County of Sonoma, California with respect to the matters set forth below.

RECITALS

A. This Agreement is made pursuant to the authority of Welfare & Institutions Code, section 14164 and 14301.4.

B. The Partnership HealthPlan of California [PHC] is a County Organized Health System formed pursuant to Welfare and Institutions Code section 14087.54 and County Code Chapter 7.58, County Code Chapter 2.45, County Code Chapter 2, Title 2, and County Code Chapter 34. PHC is a party to a Medi-Cal managed care contract with DHCS, entered into pursuant to Welfare and Institutions Code section 14087.3, under which PHC arranges and pays for the provision of covered Medi-Cal health care services to eligible Medi-Cal members residing in the County.

THEREFORE, the parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The County of Sonoma shall transfer funds to DHCS pursuant to section 14164 and 14301.4 of the Welfare and Institutions Code, up to a maximum total amount of \$2,049,868 (Two million, forty-nine thousand, eight hundred sixty-eight dollars), to be used solely as a portion of the nonfederal share of actuarially sound Medi-Cal managed care capitation rate increases for PHC for the period July 1, 2012 through June 30, 2013 as described in section 2.2 below. The funds shall be transferred in accordance with a mutually agreed upon schedule between the County of Sonoma and DHCS, in the amounts specified therein.

1.2 The County of Sonoma shall certify that the funds transferred qualify for federal financial participation pursuant to 42 C.F.R. part 433 subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. For transferring units of government that are also direct service providers, impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

2. Acceptance and Use of Transferred Funds by DHCS

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the County of Sonoma pursuant to this Agreement as intergovernmental transfers (IGTs), to use for the purpose set forth in section 2.2 below.

2.2 The funds transferred by the County of Sonoma pursuant to this Agreement shall be used to fund a portion of the nonfederal share of increases in Medi-Cal managed care actuarially sound capitation rates described in paragraph (4) of subdivision (b) of section 14301.4 of the Welfare and Institutions Code and shall be paid, together with the related federal financial participation, by DHCS to PHC as part of PHC's capitation rates for the period July 1, 2012 through June 30, 2013. The rate increases paid under section 2.2 shall be used for payments related to Medi-Cal services rendered to Medi-Cal beneficiaries. The rate increases paid under this section 2.2 shall be in addition to, and shall not replace or supplant, all other amounts paid or payable by DHCS or other State agencies to PHC.

2.3 DHCS shall seek federal financial participation for the rate increases specified in section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge the State DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services prior to the payment of any rate increase pursuant to section 2.2.

2.5 The parties agree that none of these funds, either County of Sonoma or federal matching funds will be recycled back to the County of Sonoma's general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Agreement and their provider agreement constitute patient care revenues.

2.6 Within One Hundred Twenty (120) calendar days of the execution of this Agreement, DHCS shall advise the County of Sonoma and PHC of the amount of the Medi-Cal managed care capitation rate increases that DHCS paid to PHC during the applicable rate year involving any funding under the terms of this Agreement.

2.7 If any portion of the funds transferred by the County of Sonoma pursuant to this Agreement is not expended for the specified rate increases under Section 2.2, DHCS shall return the unexpended funds to the County of Sonoma.

3. Amendments

3.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

3.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in section 2 of this Agreement.

4. Notices. Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States first class, certified or registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the County of Sonoma:

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

With copies to:

Tammy Chandler, Assistant Director
Sonoma County Department of Health Services
3313 Chanate Road
Santa Rosa, CA 95404

To DHCS:

Sandra Dixon
California Department of Health Care Services
Capitated Rate Development Division
1501 Capitol Ave., Suite 71-4002
MS 4413
Sacramento, CA 95814

5. Other Provisions

5.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal rate increases for PHC described in section 2.2 that are funded by the County of Sonoma and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the County of Sonoma and DHCS. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. One or more other agreements already exist between the parties regarding such other matters, and other agreements may be entered into in the future. This Agreement shall not modify the terms of any other agreement between the parties.

5.2 The nonenforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

5.3 Section 2 of this Agreement shall survive the expiration or termination of this Agreement.

5.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals; accordingly, there shall be no third party beneficiary of this Agreement.

5.5 Time is of the essence in this Agreement.

5.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

6. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under federal and state law and regulations.

7. Approval. This Agreement is of no force and effect until signed by the parties.

8. Term. This Agreement shall be effective as of July 1, 2012 and shall expire as of September 30, 2014 unless terminated earlier by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE COUNTY OF SONOMA, By: _____ Date: _____

Rita Scardaci, Director, Sonoma County Department of Health Services

Approved as to Form

By: _____ Date: _____

Sonoma County Counsel

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

Capitated Rates Development Division

INTERGOVERNMENTAL TRANSFER ASSESSMENT FEE

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“State DHCS”) and the County of Sonoma, California (“the County”) with respect to the matters set forth below.

RECITALS

A. This Agreement is made pursuant to the authority of Welfare & Institutions Code, section 14301.4.

THEREFORE, the parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The County shall make Intergovernmental Transfer(s) (“IGTs”) to State DHCS pursuant to section 14164 of the Welfare and Institutions Code and paragraph 1.1 of the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds contract number TBD, to be used as a portion of the non-federal share of actuarially sound Medi-Cal managed care rate range capitation increases (“non-federal share IGT”) to Partnership HealthPlan of California (“PHC”) for the period of July 1, 2012 through June 30, 2013.

1.2 The parties acknowledge that State DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services (“CMS”) pertaining to the acceptance of non-federal share IGTs and the payment of non-federal share IGT related rate range capitation increases to PHC.

2. Intergovernmental Transfer Assessment Fee

2.1 The State DHCS shall, upon acceptance of non-federal share IGTs pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1 of this Agreement, exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20-percent assessment fee on the entire amount of the non-federal share IGTs to reimburse State DHCS for the administrative costs of operating the IGT program pursuant to this section and for the support of the Medi-Cal program.

2.2 The funds subject to the 20-percent assessment fee shall be limited to non-federal share IGTs made by the transferring entity, the County, pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1 of this Agreement.

2.3 The 20-percent fee will be assessed on the entire amount of the non-federal share IGTs pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1 of this Agreement, and will be made in addition to, and transferred separately from, the transfer of funds pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds.

2.4 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to State DHCS separately from, and simultaneous to, the non-federal share IGTs pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1 of this Agreement. However, if any portion of the non-federal share IGTs is not expended for the specified rate increases stated in paragraph 2.2 of the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, DHCS shall return a proportionate amount of the 20-percent assessment fee to the County.

3. Other Provisions

3.1 This Agreement contains the entire Agreement between the parties with respect to the 20-percent assessment fee on non-federal share IGTs pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the transferring entity and State DHCS. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. One or more other agreements may exist between the parties regarding such other matters, and other agreements may be entered into in the future. This Agreement shall not modify the terms of any other agreement between the parties.

3.2 Time is of the essence in this Agreement.

3.3 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

4. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify State DHCS' powers, authorities, and duties under federal and state law and regulations.

5. Approval. This Agreement is of no force and effect until signed by the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE COUNTY:

By: _____ Date: _____
Rita Scardaci, Director Sonoma County Department of Health Services

Approved as to Form

By: _____ Date: _____
Sonoma County Counsel

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____
Stuart Busby, Chief, Capitated Rates Development Division

HEALTH PLAN-PROVIDER AGREEMENT

PHC and Sonoma County Department of Health Services

AMENDMENT 4

This Amendment is made this ___ day of _____ by and between Partnership HealthPlan of California, a County Organized Health System, hereinafter referred to as "PLAN", and the County of Sonoma, a political subdivision of the State of California, through its Department of Health Services, hereinafter referred to as "PROVIDER."

RECITALS:

WHEREAS, PLAN and PROVIDER have previously entered into an agreement effective May 1, 2010, hereinafter referred to as "Agreement";

WHEREAS, Section 9.2 of such Agreement provides for amending such Agreement;

WHEREAS PLAN, has been created by its Boards of Supervisors to negotiate exclusive contracts with the California Department of Health Care Services and to arrange for the provision of health care services to qualifying individuals in Sonoma County and PLAN is a public entity, created pursuant to Welfare and Institutions Code 14087.54 and County Code Chapters 7.2, County Code Chapters 34, County Code Chapters 2.40, County Code Chapters 2.0, 8.69, and County Code Chapters 2.0.

WHEREAS, PROVIDER is a department of Sonoma County that provides many medical care services to PLAN beneficiaries, including but not limited to behavioral health, substance abuse, California Children's Services, Maternal and Child Health Services and Communicable Disease Control services;

WHEREAS, PLAN and PROVIDER desire to amend the Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers (IGTs) from the County of Sonoma to the California Department of Health Care Services ("State DHCS") to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree to amend the Agreement as follows:

Exhibit F is added to the Agreement as follows:

"Exhibit F

IGT MEDI-CAL MANAGED CARE CAPITATION RATE RANGE INCREASES

1. IGT Capitation Rate Range Increases to PLAN

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the County of Sonoma specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds (“Intergovernmental Agreement”) effective for the period July 1, 2012 through June 30, 2013 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases (IGT MMCRRIs), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

B. Health Plan Retention

(1) Managed Care Organizations Tax

The PLAN shall be responsible for any Managed Care Organization (“MCO”) tax due pursuant to the Revenue and Taxation Code Section 12201 relating to any IGT MMCRRIs. If the PLAN receives any capitation rate increases for MCO taxes based on the IGT MMCRRIs, PLAN may retain an amount equal to the amount of such MCO tax that PLAN is required to pay to the State DHCS, and shall pay, as part of the LMMCRR IGT Payments, the remaining amount of the capitation rate increase to PROVIDER.

(2) The PLAN shall retain a three percent (3%) administrative fee based on the total amount of the IGT MMCRRIs received from DHCS for PLAN’S administrative costs. Each provider’s share of the 3% fee shall be calculated based on that provider’s proportionate share of the LMMCRR IGT payments made by Plan in Sonoma County.

(3) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

C. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

(1) remain a participating provider in the PLAN and not issue a notice of termination of the Agreement;

(2) maintain its capacity to serve as a substance abuse treatment services provider for Medi-Cal PLAN beneficiaries;

(3) provide to PLAN an MOU that describes a mutually acceptable set of additional health services and programs to be provided to Medi-Cal enrollees by PROVIDER with Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT Payments retained by PROVIDER pursuant to F. (1)(b) of this Agreement. The additional health services and

programs shall support behavioral health, substance abuse (including drug or alcohol treatment), care coordination and/or improving access to specialty care.

D. Schedule and Notice of Transfer of Non-Federal Funds

The County of Sonoma shall provide PLAN with a copy of the schedule regarding the transfer of County funds to State DHCS, referred to in the Intergovernmental Agreement, within fifteen (15) calendar days of the County establishing such schedule with the State DHCS. Additionally, the County shall notify PLAN, in writing, no less than seven (7) calendar days prior to any changes to an existing schedule including, but not limited to, changes in the amounts specified therein.

E. Form and Timing of Payments

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer).

(2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than thirty (30) calendar days after receipt of the IGT MMCRRIs from State DHCS.

F. Consideration

(1) As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:

(a) The LMMCRR IGT Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMCRR IGT Payments apply.

(b) To the extent that total payments received by PROVIDER for any State fiscal year under this Amendment exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year received or subsequent State fiscal years.

(2) For purposes of subsection (1) (b) above, if the LMMCRR IGT Payments are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other County of Sonoma funds for

cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

(3) Both parties agree that none of these funds, either from the County of Sonoma or federal matching funds will be recycled back to the County of Sonoma general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Amendment constitute patient care revenues.

G. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible on behalf of the safety net in Sonoma County.

H. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section 10.1 of the underlying Agreement. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Section I (below) of this Amendment 4. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

I. Indemnification

PROVIDER shall indemnify PLAN in the event DHCS or any other federal or state agency recoups, offsets, or otherwise withholds any monies from or fails to provide any monies to PLAN, or PLAN is denied any monies to which it otherwise would have been entitled, as a direct result of the LMMCRR IGT arising from the Intergovernmental Agreement. Recovery by PLAN pursuant to this section shall include, but not be limited to, reduction in future LMMCRR IGTs paid to PROVIDER in an amount equal to the amount of MMCRRi payments withheld or recovered from PLAN, or by reduction of any other amounts owed by PLAN to PROVIDER.

2. Term

The term of this Amendment shall commence on July 1, 2012 and shall terminate on October 31, 2015.

All other terms and provisions of said Agreement shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged; provided, however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.

SIGNATURES

HEALTH PLAN: _____

Date: _____

By: Jack Horn, CEO, Partnership HealthPlan of California

PROVIDER: _____

Date: _____

By: Rita Scardaci, Director, Sonoma County Department of Health Services

Approved as to Form

By: _____

Date: _____

Sonoma County Counsel



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 32
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors
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 24, 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: Administrative Services Agreement Amendment No. 3 with Anthem Blue Cross for County Health Plan.

Recommended Actions:

Authorize the Director of Human Resources to execute Amendment No. 3 to the Administrative Services Agreement with Anthem Blue Cross for third party claims administration and provider network access for the County of Sonoma Health Plans, for the term 6/1/14 to 5/31/15, which includes a 4% increase in the rate to \$50.04 per enrollee per month, with an estimated annual cost of \$958,366.

Executive Summary:

The requested Board action is to authorize the Director of Human Resources to execute Amendment No. 3 to the Administrative Services Agreement with Anthem Blue Cross (Anthem BC) to provide third party claims administration (e.g. processing and payment of medical claims), participating provider network access within California, excess stop loss claims filing services, and 24-hour nurse hotline services for the two self-insured County Health Plans (CHP) offered by the County. Services also include access to the "Blue Card" Program, for CHP members outside California through other Blue Cross/Blue Shield affiliates, nationwide.

Anthem BC has provided third party claims administration and other services for the County Health Plan since 2005, and the agreement has been renewed annually. In 2011, Anthem BC introduced an updated Administrative Services Agreement which incorporated changes consistent with requirements of the Patient Protection and Affordable Care Act (ACA). That agreement was approved by your Board on October 18, 2011. The action before your Board seeks authority for the Director of Human Resources to execute Amendment No. 3 to the agreement, which extends the term for the 2014/15 plan year, and

increases administrative fees by 4% to \$50.04 per enrollee per month for the period 6/1/14 – 5/31/15.

The proposed “per enrollee per month” fee of \$50.04 is only assessed on active employees or retirees who are enrolled in one of the two County Health Plan options, CHP-PPO and CHP-EPO, and is not based upon the total number of dependents an enrollee might have on the plan. This fee includes access to the Prudent Buyer Network, which provides extremely favorable network provider pricing to CHP participants and the County. Administrative fees are paid to Anthem BC from the County Health Plan budget index, funded by County and employee contributions. Although the 4 % increase in fees is above the current urban Consumer Price Index (CPI) of 2.7% for medical care services, when evaluating these services, the monthly fee is not the main consideration. The true value for these services comes from overall plan cost reductions due to access to the aggressively negotiated network provider discounts, which ultimately result in lower hospital costs to the health plans and plan members. Additionally, there are no other service providers in our region that have the administrative infrastructure and provider network breadth to provide the level of health care access and cost containment features as Anthem BC. Over the next few years, as the ACA is more fully implemented, the County may consider other service provider or health plan options to offer to employees and retirees.

An illustration of the effectiveness of the services provided through Anthem BC includes minimal County Health Plan premium increases in Fiscal Year 2013/14, with no increases in premium rates projected for Fiscal Year 2014/15. These results are quite a contrast to projected premiums for PPO/POS plans which are 7.6% for the industry, as reported by the 2014 Segal Health Plan Cost Trend Survey. This trend survey is compiled by The Segal Company (the County’s Benefits Consultant) using national survey responses from managed care organizations (MCOs), health insurers, pharmacy benefit managers (PBMs) and third-party administrators (TPAs).

Projected annual fees for Fiscal Year 2013/14 are \$931,008 and estimated fees for Fiscal Year 2014/15 under this agreement are \$958,366, based upon current total CHP enrollments of 1596; 274 active employees and 1322 retiree enrollees.

Prior Board Actions:

Since June 2005, your Board has approved annual agreements and amendments with Anthem Blue Cross for third party claims administration and network access for the County Health Plans.

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

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,094,621		\$
Add Appropriations Req'd.	\$	State/Federal	\$
Less amount under budget	\$ 136,255	Fees/Other	\$ 958,366
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 958,366	Total Sources	\$ 958,366
Narrative Explanation of Fiscal Impacts (If Required):			
The amount budgeted for FY 14/15 is more than the estimated expenditure amount due to budget estimates being higher than actual renewal fees and enrollments. Funding sources are collected through CHP premiums paid by employer and employee contributions from a combination of 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:			
None.			
Related Items "On File" with the Clerk of the Board:			
Amendment #3 to the Administrative Services Agreement with Anthem Blue Cross dated June 1, 2014.			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 33
(This Section for use by Clerk of the Board Only.)

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

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Colleen Goetz (707) 565-1701

Supervisorial District(s):

All

Title: Pre-Employment Background Check Services Contract Amendment

Recommended Actions:

Authorize the Director of Human Resources to execute an amendment to the Employee Relations, Inc. service agreement for pre-employment background services extending the contract term through June 30, 2015, and maintaining the current agreement amount of \$110,000 for the period of July 1, 2014 through June 30, 2015.

Executive Summary:

This item seeks approval to extend the contract term with Employee Relations, Inc. through June 30, 2015. The approval of this extension will allow the County to continue utilizing Employee Relations, Inc. for pre-employment background services at the current contract rates, while providing Human Resources with the time necessary to enter into a new master intergovernmental agreement with other agencies, or to carry out a public solicitation process for pre-employment background services prior to July 1, 2015.

In June 2011, your Board authorized a service agreement with Employee Relations, Inc. (ERI) effective July 1, 2011 through June 30, 2012 with the option to extend the agreement through June 30, 2014. The agreement and public purchasing process was completed via an executive master intergovernmental agreement on behalf of the California State Association of Counties (CSAC). Solano County administered this master agreement (RFP No. S-0802-11) in which Employee Relations, Inc. (ERI) was the selected vendor. A master agreement maximizes economies of scale afforded, and as a result, the County of Sonoma has not seen an increase in the rates for these services since this agreement was executed. The County has been participating in master agreements since 2006 when your Board approved an agreement, also with ERI, with the National Association of Counties (NACo) as the master agreement sponsor and Dallas County, Texas as the agreement administrator.

To date, a new master intergovernmental agreement has not been executed by Solano County and Human Resources could not confirm if any other County is administering a master agreement under CSAC. As such, Human Resources recommends extending the contract term with Employee Relations, Inc. through June 30, 2015.

The agreement is a fee for service arrangement with the current maximum expenditure limited to \$110,000 for the agreement period. The actual fees paid for background checks FY 2011-2012 were \$58,000. For FY 2012-2013 a \$68,000 limit was estimated to account for an anticipated increase in hiring activity. However, due to the significant increase in hiring activity, the actual expenses surpassed the estimate and the FY 2012-2013 actual fees were \$96,000. Therefore, the Board approved a maximum agreement fee increase to \$110,000. For FY 2013-2014 fees are estimated to be approximately \$75,000. Based on this data and the expectation for continued higher levels of hiring activity, Human Resources recommends maintaining the FY 2014-2015 fee agreement at \$110,000.

As a public employer hiring employees who have access to personal and sensitive documents in delivering services and interacting with the public, the County has to hold itself to a high standard in the hiring processes. Background checks are a necessary and important best practice in the pre-employment process as it can uncover past criminal, civil, and/or credit issues. The County has a duty to ensure that prospective employees will not pose a risk to the public, County employees, or the County, and by conducting background checks, these issues are revealed early enough in the hiring process and the County is able to mitigate possible liability issues by choosing to not move forward with a particular candidate, provided what is uncovered in the background has a nexus to the position for which the candidate is being considered. All County departments, agencies, and districts use the County's vendor for background checks with the exception of the Sheriff and District Attorney's Offices who conduct their own background investigations.

Under the County's long-standing bifurcated background process, supervisors/managers conduct personal and work history reference checks, while a third party, consumer reporting agency, handles the balance of the background check. The background company conducts the criminal and civil records searches (i.e., federal and multiple state/county searches), education verification, social security trace, DMV search, address verification, professional licensing/certification verification, credit check and liens/judgments/bankruptcy search when applicable. Consumer reporting agencies have sophisticated programs to conduct these searches that the County does not have. The cost per candidate processed varies and depends on whether or not searches need to be conducted in multiple counties and/or states.

Using an agency ensures compliance with requirements for safeguarding the confidentiality of information obtained on job candidates and for disclosing any adverse findings from public record searches in accordance with the Fair Credit and Reporting Act (FCRA). Limiting County employees' involvement with this process to personal/professional reference checks and any follow-up required on the information provided by ERI, limits the County's exposure and maintains the confidentiality of information obtained in the reference check process. This bifurcated background process is a Human Resources best practice because it is efficient, compliant, and cost effective.

As this is a fee for service agreement and departments only use these services in direct relation to positions for which they have the authority and budget to fill, there is essentially no financial risk to

maintain the current agreement.

Prior Board Actions:

07/30/13 -- Board of Supervisors authorized Director of Human Resources to increase the maximum agreement amount with Employee Relations, Inc. from \$68,000 to \$110,000 for the agreement period of 7/01/13 through 6/30/14.

06/19/12 -- Board of Supervisors authorized Director of Human Resources to increase the maximum agreement amount with Employee Relations, Inc. from \$50,000 to \$68,000 for the contract period of 6/01/11 through 6/30/12, and each of the two, one-year renewals (through 7/30/14).

5/17/11 -- Board of Supervisors authorized Director of Human Resources to execute a contract for up to \$50,000 with Employee Relations, Inc. from 6/01/11 through 6/30/12 with the option to execute two annual renewals through 6/30/14. Employee Relations, Inc. was selected as the vendor based on the results of an RFP conducted in 2011 by Solano County on the behalf of the California State Association of Counties (CSAC).

10/26/10 -- Board of Supervisors approved an extension of the contract with Employee Relations, Inc. from 11/01/10-05/31/11.

10/27/09 -- Board of Supervisors approved a contract with Employee Relations, Inc. from 11/01/09 through 10/31/10.

10/27/08 -- Board of Supervisors approved the renewal of the contract with Employee Relations, Inc. from 11/08/08 through 10/31/09.

Resolution No. 06-0990 was passed approving a contract with Employee Relations, Inc. from 11/01/06 through 10/31/08. Employee Relations, Inc. was selected as the vendor based on the results of an RFP conducted in 2005 by Dallas County on the behalf of NACo.

Strategic Plan Alignment Goal 3: Invest in the Future

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 110,000	Select an item.	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 110,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 110,000	Total Sources	\$ 110,000

Narrative Explanation of Fiscal Impacts (If Required):

Costs for FY 2013-2014 pre-employment background checks have not exceeded initial estimates of \$110,000. Therefore, it is recommend that the maximum agreement amount of \$110,000 be maintained due to potential hiring activity remaining consistent for the upcoming fiscal year. This is a fee for service arrangement and the expenses are covered as hiring costs in Departments' budgets.

Staffing Impacts

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

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

None

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

Amendment #4 to Agreement with Employee Resources, Inc.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 34
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

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

Supervisorial District(s):

County-wide

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

Recommended Actions:

1. Authorize the Director of Human Services to sign an amendment to increase the contract amount with Community & Family Services Agency for direct client services, from \$25,000 to \$50,000; no change to the original term (July 1, 2012 and ending June 30, 2014).
2. Authorize the Director of Human Services to sign and execute Adult & Aging Division vendor contracts for the term of July 1, 2014 ending June 30, 2016 for direct services for five contracts: Brabetz Inc. for \$50,000, Council on Aging for \$50,000, Janelle Melvin-Macrae for \$50,000, Community & Family Services Agency for \$50,000, and Lifeline for \$75,000 for a total of \$275,000.

Executive Summary:

The Adult and Aging Division utilizes funding from the California Department of Aging to purchase services and supplies from selected purchase-of-service vendors for Adult Protective Services (APS), Multi-Purpose Senior Services Program (MSSP) and In-Home Supportive Services (IHSS) clients with critical needs.

Vendors are selected through a Request for Qualifications (RFQ) process, most recently released on March 20, 2014. The RFQ establishes a list of qualified and approved vendors to provide services on a purchase of service basis. Only those services authorized by Division staff are provided by the vendor. The Division has no obligation to order any of the vendor's services during the term of the agreement. The Division has discretion over allocation of services based on the client needs. All vendors' requests for payment are approved by supervising social workers before submission for payment based on client need and available funding.

1. The Department is requesting Board of Supervisors' authority for the Director of Human Services to sign an amendment to increase the Community & Family Services Agency vendor contract for 2012-

2014. Community & Family Services Agency provides therapeutic counseling which includes individual or group counseling provided by a State licensed counselor which has been identified in the assessment process and included in the client's care plan. Authorization is needed to increase the contract by an additional \$25,000 for a total of \$50,000 due to an increased utilization for service in FY 13/14. This request is to increase the funding for year two of the contract. There is no increase in the rates. Contract term: July 1, 2012-June 30, 2014.

2. The Department is requesting the Board of Supervisors' authority for the Director of Human Services to sign and execute Adult & Aging Division vendor contracts for the term of July 1, 2014 ending June 30, 2016 for direct services. Each purchase of service contractor was selected via a Request for Qualification (RFQ) procurement process held in March 2014 with a two year contract cycle of FY 2014/15 and 2015/16. Each contractor submitted a completed Vendor Service Application, met the minimum qualifications, and provided verification of possessing County insurance limit requirements and valid licenses if licenses are required for service.

The Department is requesting Board of Supervisors' authority for the Department Head signature authorization for four vendor contracts that were selected to provide service in 2014-2016.

1. Brabetz Inc. dba At Home Services provides in-home care to Division program participants who have an urgent temporary need because they have no one to provide care or their regular caregiver or health professional is unexpectedly unavailable. Services include providing household chore activities, protective supervision, caregiver respite, personal care, and professional level of care of registered nurses (RN) and licensed vocational nurses (LVN). Contract term: July 1, 2014-June 30, 2016 for a total not to exceed \$50,000.

2. Council on Aging provides supportive services for Division program participants with needs such as adult day, care management, money management, caregiver respite, meals, etc. Contract term: July 1, 2014-June 30, 2016 for a total not to exceed \$50,000.

3. Janelle Melvin-Macrae provides licensed health care services and social reassurance to clients. Services include periodic telephone contact, visiting or other social and reassurance services. Expenses for activities and supplies required for client participation in rehabilitation programs, therapeutic classes, and exercise classes are also provided. Contract term: July 1, 2014-June 30, 2016 not to exceed \$50,000.

4. Community & Family Services Agency provides therapeutic in-home and office based counseling which includes individual or group counseling provided by a State licensed counselor which has been identified in the assessment process and included in the client's care plan. Contract term: July 1, 2014-June 30, 2016 not to exceed \$50,000.

5. LifeLine, Inc. provides 24-hour emergency assistance services such as medic-alert type bracelets, pendants, intercoms, and telephone adaptive services to assist in communication for clients who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. LifeLine is locally operated by Petaluma Health Care District. Contract term: July 1, 2014-June 30, 2016 for a total not to exceed \$75,000.

Prior Board Actions:			
Recent prior approval of FY 2012-2016 Adult & Aging Division vendor contracts on 6.12.12. Board has approved vendor contracts each two year cycle.			
Approval for contract amendment for \$25K increase to \$50K for Brabetz on 8.20.13; \$25K increase to \$50K for Council on Aging on 8.20.13; \$25K increase to \$50K for Janelle Macrae on 1.10.12 and 8.20.13; and amendment for \$50K increase to \$100K for Lifeline on 1.10.12.			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
To provide services that assist with maintaining health, independence, and ability to remain at home.			
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 275,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 275,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 275,000	Total Sources	\$ 275,000
Narrative Explanation of Fiscal Impacts (If Required):			
Funding from the California Department of Aging for these services are included in the proposed budget for FY 14-15. The action also authorizes \$50,000 for an amendment to the FY 13-14 Community & Family Service Agency Contract			
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:			
FY 14/15 Contracts and Amendment #1 to the Community & Family Service Agency Contract.			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 35
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): PROBATION

Staff Name and Phone Number:

Robert Ochs 565-2732

Supervisorial District(s):

Title: Agreement with the State of California Department of Corrections and Rehabilitations (CDCR) for Diagnostic and Treatment Services

Recommended Actions:

Adopt a Resolution Authorizing the Chief Probation Officer to execute an agreement with the California Department of Corrections and Rehabilitations (CDCR) for diagnostic treatment services and temporary detention for case referrals from the Juvenile or Criminal Courts for a term to begin from July 1, 2014 through June 30, 2016 in an amount not to exceed \$399,616.

Executive Summary:

The Probation Department requests the Board to authorize the Chief Probation Officer to enter into an agreement with the California Department of Corrections and Rehabilitations (CDCR) for the provision of diagnostic and treatment services to, as well as temporary detention of, Sonoma County juveniles referred to the CDCR, Division of Juvenile Justice (DJJ), by the Juvenile or Criminal Court. The total agreement is in an amount not to exceed \$399,616 for the term beginning July 1, 2014 through June 30, 2016. This agreement is required to permit CDCR to accept juveniles who are referred by the Court pursuant to the requirements of the Welfare and Institutions Code Section 1752.1. Under applicable law, the Court may only refer juveniles to the CDCR for such services if they are eligible for commitment to the CDCR and the County lacks the resources or facilities to provide a proper disposition for the juvenile's case.

Pursuant to the proposed agreement, the Sonoma County Probation Department will reimburse CDCR at a rate of two hundred twenty three dollars (\$223.00) dollars per day/per juvenile case (total amount not to exceed \$399,616 for the two-year agreement term). Under the current contract, the Department estimates an actual expenditure of about \$257,000 over the 2012-2014 (two year) contract period. Included in this cost is the provision of routine medical, dental or mental health treatment and routine periodic medical examinations for the referred juveniles. The cost does not include emergency medical or mental health treatment (or related transportation costs), which remain the County's responsibility to pay. In addition, the cost of the agreement does not include the provision of ancillary or unnecessary medical or dental services, or related transportation costs, which also remain the County's responsibility

to pay

Prior Board Actions:

04/23/13 Resolution No. 13-0153 authorizing the Chief Probation Officer to execute a contract with CDCR.
 04/05/11 Resolution No. 11-0160 authorizing the Chief Probation Officer to execute a contract with CDCR.
 06/09/09 Resolution No. 09-0639 authorizing the Chief Probation Officer to execute a contract with CDCR.

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

The authorization to enter into an agreement for diagnostic and treatment services and temporary detention for case referrals from the Courts aligns with the Safe, Healthy, and Caring Community strategic goal through its contribution to public safety, ensuring the juveniles referred receive necessary services that cannot be obtained locally.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 399,616	County General Fund	\$ 399,616
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 399,616	Total Sources	\$ 399,616

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):

Attachments:

Attachment 1: Resolution authorizing the Chief Probation Officer to execute an agreement with the State of California Department of Corrections and Rehabilitation (CDCR).

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

Agreement No. 5600004642 CDCR for Diagnostic and Treatment Services and Temporary Detention.



County of Sonoma
State of California

Date: June 24, 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 To Execute An Agreement With The California
Department Of Corrections And Rehabilitation (CDCR) For Diagnostic And Treatment Services
And Temporary Detention For Juveniles.**

Whereas, the Presiding Judge within a County has the authority to refer eligible juveniles to the custody of the State of California Department of Corrections and Rehabilitation (CDCR) for diagnostic and treatment services, as well as temporary detention, if the Court determines that Sonoma County facilities for such services are insufficient; and

Whereas, the Sonoma County Probation Department is responsible for executing the orders of the Court, and transferring the referred juvenile to CDCR custody for the provision of such services; and

Whereas, the Welfare and Institutions Code Section 1752.1 requires that the CDCR enter into a contract with counties to allow for the provision of such services.

Now, Therefore, Be It Resolved that Chief Probation Officer Robert M. Ochs is authorized on behalf of the Sonoma County Board of Supervisors to execute an agreement with the State of California Department of Corrections and Rehabilitation (CDCR) regarding the provision and payment of diagnostic and treatment services, as well as temporary detention, for juveniles referred to the CDCR by the Juvenile or Criminal Court under California Welfare and Institutions Code §1752.1, in an amount not to exceed \$399,616, for the term to begin July 1, 2014 through June 30, 2016.

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: 36
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:

Christine Williams, 565-2145

Supervisorial District(s):

Countywide

Title: Public Safety Realignment Contract and MOU Amendments for FY 14-15

Recommended Actions:

Authorize the Chief Probation Officer to execute amendments for several existing Memorandums of Understanding (MOU) and Professional Services Agreements pertaining to local AB 109 Public Safety Realignment programs and services. The various amendments extend the terms of each agreement to June 30, 2015, and increase their respective funding and payment limits, as follows: Sonoma County Office of Education MOU for Adult GED Preparation and Testing Services (\$25,000); Voorhis/Robertson Justice Services, LLC, contract for Pre-Trial Services consulting (\$51,120); Inter-Faith Shelter Network (\$50,000) and Shaniah Homes, Inc. (\$8,400) contracts for transitional housing; and the Superior Court MOU covering both mental competency assessments (\$97,125) and the DUI Treatment Court program (\$245,913).

Executive Summary:

The Probation Department seeks Board approval to execute amendments for several existing Memorandums of Understanding (MOU) and Professional Services Agreements pertaining to local AB 109 Public Safety Realignment programs and services. The various amendments extend the terms of each agreement to June 30, 2015, and increase their respective funding and payment limits in accordance with the Sonoma County Community Corrections Partnership's (CCP) recommended FY 14-15 Public Safety Realignment Plan and budget, approved by the Board on June 17, 2014. The following AB 109 programs and services are affected by the amended agreements, each detailed separately in this report: Adult GED Test and Preparation Services, Pre-Trial Services, Transitional Housing, DUI Treatment Court, and Penal Code 1368 Mental Competency Assessments. The subject contracts and agreements allow for continued execution of critical programs and services identified in the CCP's approved FY 14-15 Public Safety Realignment Plan. The CCP's FY 14-15 Plan promotes evidence-based programming and upstream investments, and also aligns with the overall strategic goals, guiding principles, and recommendations of Sonoma County's 2010 Criminal Justice Master Plan.

Sonoma County Office of Education - Adult GED Preparation & Testing MOU

The CCP's approved Public Safety Realignment Plan and budget for FY 14-15 allocates \$25,000 to fund GED preparation and testing services for adult offenders at the local Day Reporting Center (DRC). Amendment No. 1 to the SCOE MOU extends the term through 6/30/2015, and incorporates the FY 14-15 not-to-exceed reimbursement limits equal to the CCP's approved budget. The amendment does not alter the scope of services.

Adult GED preparation and testing services are provided by the Sonoma County Office of Education (SCOE). Under the MOU, SCOE assigns a part-time Educational Coordinator to conduct tutoring, preparation, and pre-testing for the GED at the local DRC. Specific duties and responsibilities include the following: conduct GED preparation and training sessions at the DRC site for approximately five hours of instruction per week for nine weeks; assess clients upon completion of each GED preparation session and make further recommendations for readiness to test and/or need for further remediation; schedule and facilitate periodic GED testing sessions for clients at the DRC site a State approved GED testing site in Sonoma County; connect DRC clients with external GED training and testing sites as needed, and manage a records archive of GED testing results.

Voorhis/Robertson Justice Services (VRJS) – Pre-Trial Services Consulting Contract

The CCP's approved Public Safety Realignment Plan and budget for FY 14-15 allocates \$51,120 to fund consulting support for Pre-Trial Services program implementation. Amendment No. 5 to the VRJS contract extends the term through 6/30/2015, increases the not-to-exceed payment limit by \$51,120 (total contract NTE \$248,599), and adds new scope to meet program implementation needs.

In September 2011, after initiating and completing a Request for Qualifications (RFQ) process, Probation awarded a contract to Voorhis/Robertson Justice Services (VRJS) to provide ad-hoc consulting services to the Community Corrections Partnership (CCP) in support of AB 109 Public Safety Realignment. Following CCP and Board approval, Probation executed Amendment No. 1 to the consulting agreement in order to extend the ad-hoc consultant support and add Pre-Trial Services to the VRJS scope of work. VRJS began work on the Pre-Trial Services program in Fall 2012. In June 2013, the CCP approved a FY 12-13 contract adjustment to transfer \$25,089 from ongoing support to Pre-Trial Services (a net \$0 change to the overall budget). Probation executed Amendment No. 2 in June 2013 to accomplish the contract adjustment. Following CCP and Board approval, Probation executed Amendment No. 3 in August 2013 to extend the term through FY 13-14 and augment the scope of services. In February 2014, the CCP approved a FY 13-14 contract adjustment to transfer \$30,800 from ad-hoc consulting support to Pre-Trial Services (a net \$0 change to the overall budget). Probation executed Amendment No. 4 in April 2014 to accomplish the contract adjustment and refine milestone language.

During the first phase of program implementation, VRJS led consensus-building efforts for pre-trial services, and coordinated development of a validated pre-trial risk assessment instrument. The risk assessment tool is used to determine the likelihood that pre-trial detainees will abscond, re-offend, or fail to appear at trial. VRJS performed a high-quality retrospective validation study which identified factors strongly associated with risk to abscond, re-offend or fail to appear for trial while Sonoma County defendants awaited trial. VRJS then presented the validated tool to the CCP and successfully

obtained the executive committee's approval to proceed with implementation. County staff from the Information Systems Department provide software programming support needed to develop the user interface for the assessment tool. In collaboration with County staff, VRJS also developed workflow diagrams and an operational plan, which define processes and procedures for the pre-trial services program. VRJS facilitated several cross-functional workgroups to accomplish the process development tasks. VRJS also identified training needs for Sheriff's Office assessment staff, and subsequently conducted the necessary training during the Spring of 2014. VRJS also identified equipment and building renovation needs for the Sheriff's Office to establish the pre-trial assessment and interview area at the main jail. The jail booking area building renovations are currently in progress. To date, VRJS's accomplishments have been critical in allowing County staff to conceptualize, develop, and implement the Pre-Trial Services program. Throughout the program implementation phase, VRJS successfully completed all of its contractual milestones and deliverables needed to move the program forward.

Following the upcoming Pre-Trial Services program kick-off during the summer of 2014, the County will require additional support from VRJS to develop performance measurement criteria, provide program management and quality assurance support, and help refine processes. In order to accomplish this work, the Probation Department requests approval to execute Amendment No. 5 to its contract with VRJS to allow for continued consulting through FY 14-15 and add the following tasks to further Pre-Trial Services program implementation:

- Performance Measurement (refinement of existing scope): VRJS will develop and establish ongoing performance measurement metrics for process implementation evaluation, and outcome measures to assess impact of the new pre-trial risk instrument, release matrix/guidelines, and supervision.
- Project Management and Quality Assurance Implementation (new scope): VRJS will provide quality assurance and project management support for the implementation of Pretrial Services. This will involve scheduled site visits and conference calls to observe and evaluate the status of implementation. As required, stakeholder meetings will be conducted to update key staff on VRJS observations and recommendations. At the end of each site visit and/or conference call, VRJS will develop a summary report of recommended actions if required. VRJS will provide training to applicable County staff on any workflow, procedural, or other changes that occur during this phase.
- Standardize Law Enforcement Citation and Booking Process (new scope): VRJS will facilitate collaborative work among the major law enforcement agencies operating within Sonoma County to develop more standardized policies for which criteria law enforcement will use to decide which defendants will be issued a citation and which defendants will be booked into jail. VRJS will train applicable County staff on any workflow, procedural, or other changes resulting from any potential citation or booking process updates during this phase.
- Performance Measurement Evaluation (new scope): VRJS will participate in the ongoing evaluation of established performance measures. It is anticipated that the evaluation will occur during each site visit and may also occur utilizing conference calls. When appropriate, VRJS will utilize the document "Measuring What Matters" to guide and support the evaluation effort. After each evaluation session, VRJS will develop a summary report of recommended actions if

required.

Inter-Faith Shelter Network and Shaniah Homes, Inc. – Transitional Housing Contracts

The CCP's approved Public Safety Realignment Plan and budget for FY 14-15 allocates \$144,000 to fund subsidized transitional housing for transient realigned offenders in the local community. Amendment No. 1 to the Inter-Faith Shelter Network (IFSN) per-diem transitional housing contract extends the term through 6/30/2015, and increases the not-to-exceed payment limit by \$50,000 (total NTE \$74,000). Amendment No. 1 to the Shaniah Homes, Inc. per diem transitional housing contract extends the term through 6/30/2015, and adds \$8,400 (total NTE \$32,400). Neither amendment alters their respective agreement's scope of service.

Probation contracts with local transitional housing establishments to provide 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.

The Probation department issued a Request for Proposals in February 2012 to solicit bids from local community transitional housing establishments interested in operating a dedicated transitional housing facility. IFSN submitted the only proposal in response to the solicitation. At that point in time, the budget for transitional housing was insufficient to fund the contemplated dedicated housing facility model; therefore, no contract was awarded. In an effort to cultivate cost-effective transitional housing options for the target population, Probation altered its program approach and contracted with local organizations to pay a daily utilization rate for existing bed space. Probation executed separate bed utilization contracts with two local organizations—IFSN and Shaniah Homes, Inc.—which together provide a combined housing capacity for up to six (6) homeless offenders on any given day. After observing and analyzing the needs of homeless AB 109 offenders, Probation determined that the transitional housing capacity should be expanded to accommodate up to fifteen (15) individuals per day in FY 14-15, in order to meet demand. Amendment No. 1 to the IFSN per-diem transitional housing agreement funds beds for an average of five (5) daily clients during FY 14-15. Amendment No. 1 to the Shaniah Homes per-diem transitional housing agreement funds an average of one (1) daily client during FY 14-15. In addition to these six (6) per diem contract slots, Probation also executed a new contract with Inter-Faith Shelter Network (IFSN) in April 2014 (upon Board approval), which provides ten (10) additional dedicated beds and wrap-around services for transient offenders. Combined, these three contracts will fund transitional housing beds for up to sixteen (16) offenders per day, and they fill a critical need at a reasonable cost.

Superior Court, Sonoma County – DUI Treatment Court and Mental Competency Assessments MOU

The CCP's approved Public Safety Realignment Plan and budget for FY 14-15 allocates \$97,125 to fund the Superior Court's P.C. 1368 Mental Health Competency Assessments, and \$245,913 to operate the

DUI Treatment Court. Amendment No. 1 to the Superior Court MOU extends the term through 6/30/2015, and incorporates the FY 14-15 not-to-exceed limits equal to the CCP's approved budgets for each program. The amendment also makes minor changes to update fiscal year references and align notification timelines with the County's AB 109 budget cycle. The amendment does not alter the scope of services.

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, the County Drunk Driver Program, and are subject to regular random drug/alcohol testing. The MOU covers reimbursements to the Court for administrative and treatment provider costs; it excludes the Probation Officer and Behavioral Health Coordinator.

The Sonoma County Superior Court contracts with a psychologist to provide early assessments of criminal defendants to determine whether a Penal Code 1368 competency process should be ordered, thereby limiting non-competency cases from delaying the process. The psychologist provides pre-screening for 1368 referrals from the Court and conducts interviews and reviews of the file in order to provide a report to the court. This quick assessment provides for efficient movement of cases where competency is determined not to be an issue, thereby reducing potential jail bed days. This expedited process allows for a more targeted use of limited resources available for formal PC 1368 evaluations.

Prior Board Actions:

- 1) 06/17/2014: CCP's Recommended FY 14-15 Realignment Plan accepted.
- 2) 04/08/2014: IFSN Transitional Housing Contract (Dedicated Beds) approved.
- 3) 09/17/2013: P.C. 1368 Assessments and DUI Treatment Court MOU with the Sonoma Superior Court approved.
- 4) 08/06/2013: VRJS Pre-Trial Consulting Amendment No. 3 approved.
- 5) 06/04/2013: CCP's Recommended FY 13-14 Realignment Plan accepted.
- 6) 04/13/2013: GED Preparation and Testing MOU with SCOE approved.

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

Goal 1: Safe, Healthy, and Caring Community

- The DUI Treatment Court aligns with this strategic goal by enhancing community safety, reducing DUI recidivism, and fostering safer lives for participants and their families.

- Pre-Trial Services is anticipated to foster a safer community by: improving risk-based decision-making with regards to defendants; expediting defendants' access to available services; and reducing pre-trial failure (both in new arrests and failures to appear at trial).
- Subsidized transitional housing helps provide stability for transient realigned offenders, which helps bolster skills, improve employment prospects, and foster integration into the community.

Goal 3: Invest in the Future

- The GED preparation and testing services provided by SCOE align with the County's strategic goal to invest in upstream education to decrease the need for and costs of enforcement and incarceration. SCOE's services help Probation clients at the DRC bolster their skills and qualifications, which improves their employment prospects.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 477,558	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 477,558
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 477,558	Total Sources	\$ 477,558

Narrative Explanation of Fiscal Impacts (If Required):

The total expenditures and funding/revenues listed in the FY 14-15 Fiscal Summary table above are provided for informational purposes only. The budget for Probation's AB 109-funded programs and services has already been incorporated into its FY 14-15 departmental budget submission (including supplemental). The expenditures and revenues cited in this section should not be considered as separate from, or in addition to, the budget that Probation submitted to the Board of Supervisors for review and approval as part of the June 2014 budget hearings. Refer to the table below for a summary of requested FY 14-15 contract and MOU amendments, and their corresponding amounts:

Agency	Description	FY 14-15 Change
Sonoma County Office of Education	GED Prep & Test Services	\$25,000
Voorhis/Robertson Justice Services	VRJS	\$51,120
Inter-Faith Shelter Network	Transitional Housing	\$50,000
Shaniah Homes, Inc.	Transitional Housing	\$8,400
Superior Court, Sonoma County	1368 Assessments	\$97,125
Superior Court, Sonoma County	DUI Court	\$245,913
Total		\$477,558

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):			
None.			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
FY 14-15 contract and MOU amendments on file with the clerk: <ol style="list-style-type: none"> 1. SCOE Adult GED Services – Amendment No. 1 to Memorandum of Understanding. 2. Voorhis/Robertson Justice Services Pre-Trial Consulting – Amendment No. 5 to Professional Services Agreement. 3. Inter-Faith Shelter Network Transitional Housing – Amendment No. 1 to Professional Services Agreement. 4. Shaniah Homes, Inc. Transitional Housing – Amendment No. 2 to Professional Services Agreement. 5. Superior Court P.C. 1368 Mental Competency Assessments & DUI Treatment Court Program – Amendment No. 1 to Memorandum of Understanding. 			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 37
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Monique Chapman – 565-2872

Supervisorial District(s):

All districts

Title: Amendment to Agreement for Blood Draw Services

Recommended Actions:

Authorize the Sheriff to execute an amendment to the Agreement for Blood Draw Services with American Medical Response West, doing business as Sonoma Life Support, to extend the term for one year through June 30, 2015.

Executive Summary:

The Sheriff's Office is requesting authorization to amend the Agreement for Blood Draw Services with American Medical Response West (AMR), doing business as Sonoma Life Support, to continue the collection of blood draw samples from arrestees, extending the term for one year.

Background. The Sheriff's Office occasionally collects blood samples from arrestees to test for substances in the blood. The most effective way to collect these samples is to have licensed professionals perform blood draw services on scene, either at a crime scene or at a Sheriff's Office detention facility. In 2009, law enforcement training regulations emphasized the use of blood draws as opposed to breath or urine samples to support arrests made for violations of Health and Safety Code Section 11550 (under the influence of controlled substance). The volume of blood draws requested by Sheriff's deputies has increased in recent years as a result of this change. Blood samples are easier to obtain than breath or urine tests when Sheriff's deputies encounter an uncooperative detainee. Blood samples are also the preferred testing method because of accuracy.

For the past three years, the Sheriff's Office has engaged the services of AMR through a service agreement approved by your Board on August 9, 2011. AMR was selected through a Request for Proposal (RFP) process. The RFP was issued to 14 vendors, however AMR was the only respondent. Prior to the current Agreement, the Sheriff's Office had previously contracted with AMR through service agreements executed by the County Purchasing Agent. The Sheriff's Office has been satisfied with the services AMR provides, and therefore would like to amend the current Agreement for one year.

The current Agreement provides for annual increases of \$5 per blood draw. Therefore, the proposed Amendment No. 1 provides for an additional year extension, including a \$5 per draw increase over the current rate of \$110 per blood draw beginning July 1, 2014. If the Amendment is approved, the Sheriff's Office intends to issue a RFP to select a new provider of blood sample collection services at the end of the one-year extension.

Prior Board Actions:

8/9/2011 – Agreement for Blood Draw Services

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

Blood draw services facilitate the timely and accurate collection of investigative evidence which contributes to the Sheriff's Office ability to solve crime and provide for the safety of the community.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 17,250	County General Fund	\$ 17,250
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 17,250	Total Sources	\$ 17,250

Narrative Explanation of Fiscal Impacts (If Required):

Exact costs under the proposed Amendment are unknown and depend on how many blood samples are collected within the year. Based on the proposed rate and historical averages of blood samples collected, we estimate costs to be \$17,250. Costs for blood sample collection are included in the FY 14-15 Sheriff's Office recommended 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:

Amendment No. 1 to Agreement for Blood Draw Services

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

**AMENDMENT NO. 1
TO AGREEMENT FOR BLOOD DRAW SERVICES**

This Amendment No. 1 is entered into by and between the County of Sonoma, a political subdivision of the State of California (hereinafter, COUNTY) and American Medical Response West dba Sonoma Life Support, a Corporation authorized to operate in California (hereinafter, “CONTRACTOR”).

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into the Agreement for Blood Draw Services dated August 10, 2011 (collectively, the “Agreement”);

WHEREAS, COUNTY and CONTRACTOR have been mutually satisfied with the Agreement; and

WHEREAS, the parties wish to amend the section of the Agreement relating to Payment (Section 2) and Term (Section 3), which can be amended by the parties in writing pursuant to Section 8 of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows.

AGREEMENT

1. Section 2 of the Agreement entitled “Payment” is hereby deleted and replaced in its entirety with the following:

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

Contractor shall be paid in accordance with the fees set forth below, regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services.

2.1 For the period of July 1, 2011, through June 30, 2012, the county shall pay Contractor an amount of \$100 per blood draw.

2.2 For the period July 1, 2012, through June 30, 2013, the County shall pay Contractor an amount of \$105 per blood draw.

2.3 For the period July 1, 2013, through June 30, 2014, the County shall pay Contractor an amount of \$110 per blood draw.

2.4 For the period July 1, 2014, through June 30, 2015, the County shall pay Contractor an amount of \$115 per blood draw.

2. Section 3 of the Agreement entitled "Term" is hereby deleted and replaced in its entirety with the following:

3. Term of Agreement. The term of this Agreement shall be from July 1, 2011 to June 30, 2015, unless terminated earlier in accordance with the provisions of Article 4 below.

3. All other provisions of the Agreement are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the dates indicated below.

AMERICAN MEDICAL WEST
RESPONSE DBA SONOMA LIFE
SUPPORT

COUNTY OF SONOMA

By: _____
Dean B. Anderson, General Manager
And Authorized Agent of American
Medical Response

By: _____
Steve Freitas, Sheriff-Coroner

Date: _____

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
Deputy County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH SHERIFF'S OFFICE:

By: _____
Department Analyst

Date: _____



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 38
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Monique Chapman – 565-2872

Supervisorial District(s):

4th District

Title: Agreement for Windsor Youth and Family services with Support Our Students Counseling Services.

Recommended Actions:

Authorize the Sheriff to execute the Agreement with Support Our Students Counseling Services to provide diversion and counseling services to juveniles residing in Windsor, in the amount of \$60,000 for Windsor Youth and Family Services from July 1, 2014 to June 30, 2016.

Executive Summary:

The Sheriff's Office is requesting authorization to execute a two-year agreement with Support Our Students for youth and family services provided to Windsor families.

Background. The Windsor Youth and Family Services program (WYFS) was founded in 1994 by Support Our Students Counseling Services, a community-based organization. WYFS is a youth diversion program that consists of a partnership between the Windsor Police Department, the Windsor School District, and the Town of Windsor. The WYFS program provides services to juveniles in Windsor who have had negative or corrective interactions with law enforcement personnel, and/or school administration staff. In past years, the Town of Windsor paid for these services as extra-help hours through its Law Enforcement Services Agreement with the Sheriff's Office. In FY 2012-13, it was determined that these services would be better provided through a service agreement in order to maximize the number of youth and families served. Moving these services into a separate service agreement between the County and Support our Students Counseling Services reduced departmental overhead costs incurred as part of the Law Enforcement Services Agreement between the Sheriff's Office and the Town of Windsor.

Program. The objective of the Agreement is to work within current justice systems to effectively minimize negative law enforcement encounters among juveniles in Windsor, and to divert youth from advancing into the juvenile justice system. Referrals to WYFS are generated by the Windsor Police Department and school administration staff. Youth receive services based on their offense or identified

needs including gang prevention education, drug and alcohol citation diversion, low risk citation diversion, anger management groups, Girl's Circle groups, bullying prevention education, individual counseling, and diversion counseling. Short-term individual, family, and group counseling are also offered. Evidence based programs are delivered to youth and families depending on need, including restorative justice, Cognitive Behavior Therapy, Motivational Interviewing, Solution-Focused Brief Therapy, and Interpersonal Psychotherapy.

The Sheriff's Office and the Town of Windsor have been satisfied with services provided by Support Our Students Counseling Services and wish to continue supporting diversion services within the Windsor community through the WYFS program for a term of two years. The proposed Agreement would prevent disruption in program service delivery by staff. The current Support Our Students Counseling Services program counselors are experienced in providing diversion services to the Windsor community and have established close relationships with Windsor schools. The Town of Windsor directs and funds the services provided under the proposed Agreement through the law enforcement agreement with the County. The County has suggested to the Town that a Request For Proposal (RFP) would be advisable in the future. The Town will take this into consideration prior to the proposed Agreement terminating and the Sheriff's Office will assist the Town with identifying prospective providers.

The proposed Agreement provides for the continuation of WYFS for a term of two years in an amount not to exceed \$60,000, or \$30,000 per fiscal year. The \$30,000 is included in the Sheriff's Office FY 2014-15 recommended budget. Costs associated with the Agreement are fully funded by the Town of Windsor and have no County General Fund impact.

Prior Board Actions:

7/30/2013 - Agreement for Windsor Youth and Family services with Support Our Students Counseling Services
5/6/2008 - Town of Windsor Law Enforcement Services Agreement

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

Providing diversion services to juveniles and families in Windsor will help prevent youth from advancing into the juvenile justice system and will promote a safer community.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

The estimated cost for the WYFS program in FY 14-15 is \$30,000. This amount is included in the FY 2014-15 recommended budget. The Town of Windsor will reimburse the County for 100% of the cost associated with the services under the Agreement for the provision of law enforcement services with the Sheriff's Office; therefore, there will be no impact to the County General Fund.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Agreement for Youth and Family Services

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

AGREEMENT FOR YOUTH AND FAMILY SERVICES

This agreement ("Agreement"), dated as of June 24, 2014 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Support Our Students Counseling Services, a nonprofit organization authorized to operate in California (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified provider of youth and family services in the Town of Windsor; and

WHEREAS, in the judgment of the Sheriff-Coroner, it is necessary and desirable to employ the services of Contractor for youth and family services.

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

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the following services within the times or by the dates provided below and pursuant to Article 7, Prosecution of Work:

- a. Referrals to Windsor Youth and Family Services (WYFS) will originate from Windsor Police Department and/or school administration staff. Contractor shall contact referred families to develop a plan for diversion services based on the nature of the youth's offense.
- b. Contractor shall provide youth services through its WFYS program including gang prevention education, drug and alcohol citation diversion, low risk citation diversion, anger management groups, Girl's Circle groups, bullying prevention education, individual counseling, and diversion counseling. Short-term individual, family, and group counseling will also offered as part of this program component.

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

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

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

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
- d. All persons who have direct contact with targeted youth (outside the presence of a youth's parent(s)) must pass a background check performed by the Sheriff's Office before performing any services under this Agreement. Such persons shall follow the background check procedure set forth in Exhibit A, attached hereto and incorporated herein by this reference.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B, attached hereto and incorporated herein by this reference, provided, however, that total payments to Contractor shall not exceed Thirty Thousand Dollars (\$30,000) per fiscal year, or a total of Sixty Thousand Dollars (\$60,000), without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Sheriff-Coroner. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to

the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

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

3. Term of Agreement. The term of this Agreement shall be from July 1, 2014 to June 30, 2016 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

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

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

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Sheriff-Coroner, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

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

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

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

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

9. Representations of Contractor.

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

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

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

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to

County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

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

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

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

9.8 AIDS Discrimination. 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.

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

9.10 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to

this Agreement. Upon expiration or termination of this Agreement, 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.

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

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

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

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

TO: COUNTY:	Sonoma County Sheriff's Office Attn: Sheriff's Administration 2796 Ventura Avenue Santa Rosa, CA 95403 Ph: (707) 565-2871 Fax: (707) 565 6018
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TO: CONTRACTOR:	Eric Lofchie, Executive Director Support Our Students Counseling Services 5195 Corrick Road Santa Rosa, CA 95409 Tel: (707) 838-1238
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

SUPPORT OUR STUDENTS

By: _____
ERIC LOFCHIE, Executive Director
and authorized agent of Support Our
Students Counseling Services

Date: _____

COUNTY OF SONOMA

APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Steve Freitas, Sheriff-Coroner

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
Deputy County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH SHERIFF'S OFFICE:

By: _____
Department Analyst

Date: _____

Exhibit A

Background Procedure

All persons who have direct contact with targeted youth (outside the presence of a youth's parent(s)) must pass a background investigation performed by the Sheriff's Office before performing any services under this Agreement. Such persons shall follow the background procedure below:

1. Call the Sheriff's Office at 565-2511 to make an appointment to receive a background packet and background packet instructions. The Sheriff's Office is located at 2796 Ventura Avenue in Santa Rosa.
2. During the scheduled appointment, be prepared to provide personal data for the fingerprint card including: Name, AKAs, Address, Place of Birth, Sex, Date of Birth, Social Security #, Height, Weight, Eye Color, Hair Color.
3. During the scheduled appointment, be prepared to be photographed by the Sheriff's Office.
4. Complete and return the background forms per the instructions provided.

Exhibit B Fee Schedule

Direct Services: Fee-for-Service

Direct Service	Cost per Hour	Detail
Individual Services	\$70.00	Hourly rate for individual meetings as well as one-on-one counseling and services provided to youth.
Family Services	\$80.00	Hourly rate for family counseling and services for provided to families.
Group Services	\$90.00	Hourly rate for group counseling and services.

All meetings, preparation time, phone calls, follow-up, assessments, and operating costs are included in the hourly rates for individual, family, and group services.

Contractor shall provide details, including names of participants and staff, dates and locations of service, for each group or session performed.

For the term of July 1, 2014 to June 30, 2015, total payments to Contractor shall not exceed Thirty Thousand Dollars (\$30,000) per fiscal year, or a total of Sixty Thousand Dollars (\$60,000). Expenses not expressly authorized by the Agreement shall not be reimbursed.

Exhibit C Insurance Requirements

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

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

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. "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 County and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Coverage: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Coverage: Certificate of Insurance.

5. 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: Sheriff's Office/Windsor Youth and Family Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents, and Employees, Attn: Sonoma County

Sheriff's Office, 2796 Ventura Avenue, Santa Rosa, CA 95403.

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 39
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Christel Querijero, 565-3923

Supervisorial District(s):

All Supervisorial Districts

Title: Agreement for Cremation and Burial Services

Recommended Actions:

Authorize the Sheriff-Coroner to execute the Agreement with Pleasant Hills Memorial Park and Mortuary for cremation and burial services for the term of July 1, 2014 to June 30, 2017 for an amount not to exceed \$100,000.

Executive Summary:

The Sonoma County Sheriff's Office Coroner Bureau contracts for mortuary services to cremate or bury the remains of indigent decedents. The Sheriff's Office requests authorization to execute an agreement with Pleasant Hills Memorial Park and Mortuary ("Pleasant Hills") for cremation and burial services for the term of July 1, 2014 to June 30, 2017 for an amount not to exceed \$100,000.

As a result of a Request for Proposal (RFP) process, which was completed in May 2014, Pleasant Hills was selected as the recommended vendor to provide these services. Sheriff's Office staff distributed the RFP to eleven providers of these services in Sonoma County. Only one response was received from the incumbent vendor, Pleasant Hills. The Coroner's Bureau has contracted with Pleasant Hills for indigent cremation services since 2003 and is pleased with the vendor's performance. The current agreement with Pleasant Hills expires on June 30, 2014.

The Agreement with Pleasant Hills is for the term July 1, 2014 through June 30, 2017. The most common fees paid are for cremation and burial of non-cremated remains. The current per-case cremation cost is \$530. Under the new agreement, the cost per cremation is \$590 and the cost per burial remains at \$1,435.

Indigent cremation and burial services are an annual Sheriff's Office operating cost. The FY 14-15 recommended budget includes \$23,050 for indigent cremation, which is based on the three-year historical average. Actual expenditures vary based upon the number of indigent decedents. The proposed agreement has a not to exceed value of \$100,000.

Prior Board Actions:			
The Board has authorized the Sheriff to enter into Agreements with Pleasant Hills since 2003.			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
The Agreement supports a Safe, Healthy, and Caring Community by ensuring continued cremation and burial services for indigent decedents in Sonoma County.			
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 23,050	County General Fund	\$ 23,050
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 23,050	Total Sources	\$ 23,050
Narrative Explanation of Fiscal Impacts (If Required):			
The FY 14-15 recommended budget includes \$23,050 for indigent cremation and burial services, which is based on the three-year historical average.			
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:			
Agreement for Cremation and Burial Services			
Related Items "On File" with the Clerk of the Board:			

AGREEMENT FOR CREMATION AND BURIAL SERVICES

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"), and Pleasant Hills Memorial Park and Mortuary, a sole proprietorship authorized to do business in California (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified, licensed and experienced in the areas of cremation and burial of human remains and related services; and

WHEREAS, in the judgment of the Sheriff-Coroner it is necessary and desirable to employ the services of Contractor for cremation and burial services.

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

A G R E E M E N T

1. Scope of Services.

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

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

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

1.4 Assigned Personnel.

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

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the rates set forth in Exhibit B – Fee , attached hereto and incorporated herein by this reference. Total payments to Contractor shall not exceed one hundred thousand dollars (\$100,000.00) without the prior written approval of County. Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by County's Auditor and the Sheriff-Coroner. The bill[s] shall identify the services completed and the amount charged.

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

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

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

3. Term of Agreement. 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 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

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

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Sheriff-Coroner, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon

a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

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

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

9. Representations of Contractor.

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

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the

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

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

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

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

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

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

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion,

sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

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

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

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

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is

adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

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

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

TO: COUNTY: Sheriff's Administration
Sonoma County Sheriff's Office
2796 Ventura Avenue
Santa Rosa, CA 95403
Phone: (707) 565-2871
Fax: (707) 565-6018

TO: CONTRACTOR: Pleasant Hills Memorial Park & Mortuary
Attn: Jeffrey Lyons
331 Lakeville Street
Petaluma, CA 94952
Phone: (707) 789-9000
Fax: (707) 789-9030

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

13. Miscellaneous Provisions.

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

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute,

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

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

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

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

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

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

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

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

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

PLEASANT HILLS MEMORIAL PARK,
CREMATORY AND MORTUARY

COUNTY OF SONOMA

By: _____
Jeffrey Lyons, Owner

By: _____
Sheriff-Coroner

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
Deputy County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH SHERIFF'S OFFICE

By: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

A. PROCEDURES TO REQUEST SERVICE

1. To request Contractor's services under this Agreement, Sonoma County Coroner's personnel shall complete and fax to Contractor a vital stat worksheet containing information necessary to complete the death certificate. In addition, instructions must be included determining whether to scatter the remains after a 90-day holding period or to release remains to the family. If the remains are to be released to the family, the vital stat worksheet shall include family contact information. The vital stat worksheet must also specify whether or not the deceased is an indigent veteran.
2. Upon receipt of the vital stat worksheet from a Coroner's Sergeant or detective, Contractor will complete an invoice and cremation authorization, fax it to the Coroner's Office for signature, and proceed after receipt of the signed authorization.
3. County shall complete a checklist that will indicate whether the body is clear of contagious disease, a heart pacemaker, and/or jewelry. This checklist will be provided to Contractor when the body is removed from the morgue.

B. SCOPE OF WORK

1. Contractor shall remove bodies from the County Morgue Facility, as requested by Coroner personnel.
2. Contractor shall prepare and file a Death Certificate and Disposition Permit for each body.
3. Contractor shall cremate the remains or bury non-cremated remains as determined by the Sonoma County Coroner or his designee.
4. Contractor shall retain cremated remains in a durable container properly labeled and supported by documented records for a period of 90 days, unless the Sonoma County Coroner or his designee requests a longer period. Remains held longer than 90 days are subject to a retention fee.
5. For those cremated remains not retrieved by the family, Contractor shall bury such cremated remains in a lawful manner, after the retention period, in Contractor's rose garden or as determined by the Sonoma County Coroner or his designee.
6. Contractor shall bury non-cremated remains in a lawful manner at the Santa Rosa Rural Cemetery. It is understood that Contractor is unwilling to exhume these remains once buried.

7. Contractor agrees to transfer stored cremated remains to the family upon request of the Coroner's Sergeant, or designee. The Coroner's Sergeant or designee must notify Contractor in writing when the family has requested a change of disposition.
8. Upon the request of the Coroner Sergeant or designee, Contractor shall ship the cremated remains of indigent veterans to either Dixon National Veterans Cemetery or San Joaquin National Cemetery. The Coroner's Sergeant or designee will research eligibility of the indigent veteran and obtain approval from the Veteran's Cemetery. Contractor shall obtain any necessary permit for the shipping of such remains.
9. Contractor shall maintain an Injury and Illness Prevention Program and Blood-borne Pathogen Exposure Control Program and will adhere to all health and safety requirements contained therein and as required by the Labor Code and Health and Safety Code of the State of California. Contractor will update these programs as required by State or Federal regulations.

EXHIBIT B

FEE SCHEDULE

1. **Cremation Fee:** Contractor shall be paid \$590.00 for each cremation. The fee for the scattering of remains in the rose garden is an additional \$40.00. The \$590.00 fee otherwise includes all of the following:
 - Transport of remains from Sonoma County Coroner Office
 - Procuring California death certificate
 - County filing fee
 - Cardboard cremation container
 - Physical cremation fee
 - Storage of cremated remains for 90 days

2. **Re-filing Fee:** Contractor shall not charge for retaining the cremated remains for a grace period not to exceed ninety (90) days. After the ninety-day (90) period has elapsed, any remains not picked up by the next-of-kin will be scattered in the Contractor's rose garden at Pleasant Hills Memorial Park (1700 Pleasant Hill Rd., Sebastopol) and an additional \$75.00 will be charged to the County for re-filing of permit and amendment of death certificate. Any cremated remains originally designated to be scattered in rose garden, and then later changed to be released to the next-of-kin, will be subject to the re-filing fee.

3. **Retention Period Fee:** Contractor shall be paid \$45.00 for a container stored after the initial ninety-day (90) period, as a result of a request from Coroner's personnel.

4. **Burial of Non-Cremated Remains:** Contractor shall be paid \$1,435.00 for each burial of Non-Cremated Remains. This fee includes transporting the body to the Santa Rosa Rural Cemetery, casket cost, filing of Death Certificate, County filing fee, opening and closing the grave, and grave liner. If the County provides the casket, Contractor shall be paid \$1,350.00 for each non-cremated burial.

5. **Indigent Veterans:** Contractor shall be paid \$120.00 for costs associated with shipping cremains of indigent veterans to either Dixon National Veterans Cemetery or San Joaquin National Cemetery, as identified by the Coroner's personnel.

6. **Unclaimed Remains:** Contractor shall be paid \$120.00 for scattering unclaimed remains.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

1. Workers' Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its Officers, Agents, and Employees, Attn: Sonoma County

Sheriff's Office, 2796 Ventura Avenue, Santa Rosa, CA, 95403 shall be additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$300,000 Combined Single Limit per Accident; or Bodily Injury: \$100,000 per person/\$300,000 per accident and Property Damage: \$50,000 per accident.
- b. *Required Evidence of Insurance:*
 - i. Copy of Auto Policy Declarations Page; or
 - ii. 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. The Certificate of Insurance must include the following reference: Cremation and Burial Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Sheriff's Office, Administration Division, 2796 Ventura Avenue, 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. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be

provided within thirty (30) days.

6. Policy Obligations

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

7. Material Breach

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 40
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Christel Querijero, 565-3923

Supervisorial District(s):

All Supervisorial Districts

Title: Amendment to the Agreement for Forensic Toxicology Laboratory Services

Recommended Actions:

Approve and authorize the Sheriff-Coroner to execute Amendment No. 2 to the Agreement with NMS Labs, Inc., (NMS) for Forensic Toxicology Testing Services to extend the Agreement until December 31, 2014.

Executive Summary:

This item requests that the Board authorize the Sheriff-Coroner to execute Amendment No. 2 to the Agreement with NMS Labs, Inc., (NMS) for Forensic Toxicology Testing Services to extend the Agreement until December 31, 2014. This short-term agreement will ensure uninterrupted service and allow the Sheriff's Office additional time to complete a Request for Proposal (RFP) process.

Forensic toxicology tests measure drug and/or alcohol levels in a deceased person at the time of death. This information is critical for the completion of the "cause of death" investigation. The Sheriff's Office Coroner's Bureau contracts for forensic toxicology testing services because the Bureau does not have the facilities, equipment, or qualified professionals needed to conduct forensic toxicology testing.

The Sheriff's Office Coroner's Bureau has used NMS for toxicology testing services since July 1, 2010 and has been satisfied with the vendor's performance. The current Agreement with NMS expires on June 30, 2014. NMS was selected for the current Agreement as the result of "piggybacking" an RFP issued by Sacramento County in 2010. "Piggybacking" refers to using the results of another county's RFP process to make a vendor selection. In general County Purchasing approves of the "piggybacking" process and has specifically evaluated and approved the "piggybacking" process with respect to toxicology testing services. The Sheriff's Office piggybacked on Sacramento County's 2010 RFP. The Sheriff's Office intends to issue a new RFP prior to December 31, 2014, which is when the requested amendment would expire. However, if a piggyback option is available in the State, the Sheriff's Office will likely take advantage of the opportunity to piggyback in order to minimize administrative staff workload.

The proposed Amendment No. 2 extends the term of the Agreement to December 31, 2014 and updates NMS service rates to current year levels, though rates for the most commonly requested tests remain unchanged. Rates increased only for the less commonly requested tests.

Forensic toxicology testing is an annual Coroner operating cost. The FY 14-15 recommended budget includes \$55,290 for toxicology testing, which is based on the three-year historical average, however actual expenditures over the last six fiscal years have fluctuated widely from under \$10,000 per year to over \$50,000 per year. Actual expenditures vary based upon the number of decedents requiring testing, the types and quantity of tests needed, and the Contractor’s test rates. Total net cost for these services are expected to be within the budgeted amount for FY 14-15. All other terms of the original Agreement will remain in effect.

Prior Board Actions:

06/22/2010 – Board approved Agreement with NMS Labs, Inc. for Toxicology Services.
 06/12/2012 – Board approved Amendment No. 1 to the Agreement with NMS Labs, Inc. for Toxicology Services.

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

Amending the current agreement ensures uninterrupted services for toxicology testing for continued operation of the Sherriff’s Office Coroner’s Bureau.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 55,290	County General Fund	\$ 55,290
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 55,290	Total Sources	\$ 55,290

Narrative Explanation of Fiscal Impacts (If Required):

The FY 14-15 requested budget includes \$55,290 for toxicology testing, which is based on the three-year historical average.

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:			
Amendment No. 2 to the Agreement for Forensic Toxicology Testing Services			
Related Items "On File" with the Clerk of the Board:			

**AMENDMENT NO. 2
TO AGREEMENT FOR FORENSIC TOXICOLOGY TESTING SERVICES
BETWEEN THE COUNTY OF SONOMA AND NMS LABS, INC.**

This Amendment No. 2 is entered into by and between the County of Sonoma, a political subdivision of the State of California (hereinafter, "County") and NMS Labs, Inc., a Pennsylvania Corporation authorized to do business in California (hereinafter, "Contractor").

RECITALS

WHEREAS, on July 1, 2010, the County and Contractor entered into an Agreement including all amendments and extensions thereof (collectively, the "Agreement") for Forensic Toxicology Testing Services; and

WHEREAS, County and Contractor executed a first amendment to the Agreement on June 13, 2012; and

WHEREAS, County and Contractor have been mutually satisfied with the Agreement; and wish to amend it to extend its term and update the Agreement's pricing list.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows.

AGREEMENT

As of the date of this Amendment No. 2, the Agreement shall be deemed to be amended in the following manner:

1. Article 2 of the Agreement, entitled "Payment," is hereby deleted and replaced in its entirety with the following:

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with Exhibit B-2, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by County's Auditor and the Sheriff-Coroner. The bill[s] shall identify the services completed and the amount charged.

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

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

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

2. Article 3 of the Agreement, entitled "Term of Agreement," is hereby deleted and replaced in its entirety with the following:

3. Term of Agreement. The term of this Agreement shall be from July 1, 2014, to December 31, 2014, unless terminated earlier in accordance with the provisions of Article 4 below.

3. All other provisions of the Agreement are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the Agreement.

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits, shall continue to be in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of County arising thereunder.

5. The Recitals are incorporated into and form a part of this Second Amendment.

COUNTY AND CONTRACTOR HAVE CAREFULLY READ AND REVIEWED THIS SECOND AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS SECOND AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

NMS Labs, Inc.

COUNTY OF SONOMA

By: _____
President and authorized agent of
NMS Labs, Inc.

By: _____
Sheriff-Coroner

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
Deputy County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH SHERIFF'S OFFICE

By: _____

Date: _____

EXHIBIT B-2: PRICING

Account Number(s): 10325
 Price Code Number: SONO

The following tests will be discounted from NMS Labs Current List Price Fee Schedule. Discounts are based upon the volume listed below:

Acode	Description	Projected Volume	List Price (v12)	Discount Price
0165B	Albuterol, Blood		\$216.00	\$189.00
1002B	Carbon Monoxide Exposure Biouptake Screen, Blood	10	\$62.00	\$46.00
1044B	Chloral Hydrate, Blood		\$89.00	\$78.00
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	28	\$78.00	\$71.00
7542B	Ethanol - Title 17, Blood	18	\$62.00	\$34.00
2413B	Inhalants Panel, Solvents and Gases, Blood		\$267.00	\$229.00
2520B	Lithium, Blood	1	\$39.00	\$34.00
2693B	Metals/Metalloids Acute Poisoning Panel, Blood		\$304.00	\$261.00
2693U	Metals/Metalloids Acute Poisoning Panel, Urine		\$304.00	\$261.00
8061B	Postmortem Toxicology - Basic w/o Alcohol, Blood (Forensic)	9	\$169.00	\$111.00
8061U	Postmortem Toxicology - Basic w/o Alcohol, Urine (Forensic)		\$169.00	\$111.00
8051B	Postmortem Toxicology - Basic, Blood (Forensic)	78	\$205.00	\$120.00
8051FL	Postmortem Toxicology - Basic, Fluid (Forensic)	1	\$314.00	\$239.00
8051SP	Postmortem Toxicology - Basic, Serum/Plasma (Forensic)		\$205.00	\$120.00
8051TI	Postmortem Toxicology - Basic, Tissue (Forensic)	2	\$368.00	\$281.00
8051U	Postmortem Toxicology - Basic, Urine (Forensic)	1	\$205.00	\$120.00
8062B	Postmortem Toxicology - Expanded w/o Alcohol, Blood (Forensic)	1	\$264.00	\$162.00
8062U	Postmortem Toxicology - Expanded w/o Alcohol, Urine (Forensic)		\$264.00	\$162.00
8052B	Postmortem Toxicology - Expanded, Blood (Forensic)	120	\$300.00	\$187.00

8052FL	Postmortem Toxicology - Expanded, Fluid (Forensic)	1	\$492.00	\$375.00
8052SP	Postmortem Toxicology - Expanded, Serum/Plasma (Forensic)		\$300.00	\$187.00
8052TI	Postmortem Toxicology - Expanded, Tissue (Forensic)	6	\$546.00	\$416.00
8052U	Postmortem Toxicology - Expanded, Urine (Forensic)	2	\$300.00	\$187.00
4105B	Risperidone and Metabolite, Blood		\$115.00	\$102.00
4757B	Valproic Acid, Blood	1	\$111.00	\$98.00

All other testing ordered during this effective period will be billed at 2014 List Price Fees. Prepaid federal express air bills will be provided for shipping samples to NMS Labs for testing. All samples will be retained for a period of 24 months and then discarded.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 41
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 24, 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 Supervisorial Districts

Title: Solid Waste Collection Franchise Agreement Between the County of Sonoma and Redwood Empire Disposal Sonoma County, Inc.

Recommended Actions:

Authorize the Chair to execute Amendment No. 2 to the Amended and Restated Solid Waste Collection Franchise Agreement By and Between the County of Sonoma and Redwood Empire Disposal Sonoma County, Inc. to: (1) pay for expanded dead animal collection services and street sweeping services; and (2) increase the franchise fee from 10% to 11% to be more consistent with other jurisdictions.

Executive Summary:

Staff is recommending the approval of Amendment No. 2 with Redwood Empire Disposal Sonoma County, Inc. ("REDSC") to expand the dead animal collection program and the street sweeping program, and to increase the franchise fee from 10% to 11% to bring it in line with other local jurisdictions. The original Agreement was approved by the Board on September 29, 2009 and the Amended and Restated Agreement was approved on October 19, 2010.

Animal Collection

Department of Transportation and Public Works (DTPW) and Department of Health Services (DHS) staff have been working with REDSC to develop guidelines to expand the dead animal collection program. The existing Agreement provides for REDSC to pick-up all large dead animals found on the unincorporated county roads. The expanded program will provide for the pickup of all dead animals (wild and domestic) that weigh roughly 10 pounds or which would generally exclude squirrels, snakes and birds. Animal Services staff will continue to dispatch calls to REDSC, and REDSC will continue to provide the service at a minimum of 5 days a week. The expanded services require REDSC to provide one additional truck and one additional staff person to manage the increased services. Annual cost: \$160,079.

Street Sweeping

The street sweeping program covers areas with curb and gutter streets with sweeping up to six times per year as required to comply with County storm water permits. The program is being expanded to

include additional streets throughout the unincorporated areas of the Monte Rio, Occidental, Guerneville, and Forestville. Expanding the Phase I program to include these four areas provides regional consistency for the County's storm water program and consolidates required reporting to the North Coast Regional Water Board. The expanded services require REDSC to provide one additional sweeper and one additional staff person to manage the expanded program. Annual cost: \$115,036.

The annual cost for both of these programs will be paid for with County General funds.

Annual Increases to Collection Rates

Under the terms of the franchise agreement, an annual increase that includes a fuel adjustment, an adjustment for increased landfill disposal costs and a CPI adjustment, is calculated for residential and commercial collection services. For FY 14-15, there is no adjustment for increased landfill disposal costs. The annual adjustment to the residential and commercial rates is 1.59%. In addition to the annual adjustment, Staff is proposing that the annual franchise fee be increased from 10% to 11%. Franchise Fees are the consideration paid by the franchise operator to the County in exchange for the County's granting of an exclusive right to the franchise operator to collect solid waste within the unincorporated territory covered under a franchise agreement. The new rates become effective July 1, 2014. FY 14-15 rates for a residential 32-gallon cart are detailed below.

Redwood Empire Disposal Sonoma County, Inc. Single Family Dwelling Unit Monthly Rates for a 32-Gallon Cart				
Zone	FY 13-14 Rates	Annual Adjustment	1% Franchise Fee Increase	FY 14-15 Rates
Eastern Sonoma County / Petaluma	\$30.75	\$0.44	\$0.33	\$31.52
Southwest Santa Rosa	\$14.53	\$0.21	\$0.16	\$14.90
Larkfield	\$17.09	\$0.25	\$0.18	\$17.52
Sebastopol / South Sonoma County	\$29.65	\$0.43	\$0.31	\$30.39
Cloverdale	\$31.83	\$0.46	\$0.34	\$32.63
Pacific Coast	\$37.14	\$0.54	\$0.39	\$38.07
Sunrise	\$34.47	\$0.50	\$0.37	\$35.34
West Sonoma County	\$40.61	\$0.59	\$0.43	\$41.63

Amendment No. 2 has been reviewed as to form by County Counsel.

Prior Board Actions:

4/19/11: Board approved Amendment No. 1 to the Amended and Restated Solid Waste Collection Franchise Agreement By and Between the County of Sonoma and Redwood Empire Disposal Sonoma County, Inc. ("RED") to incorporate Lake Sonoma customers into the Cloverdale rate zone and customers south of Highway 37 into the Sebastopol /South Sonoma County rate zone. 10/19/10: Board approved the Amended and Restated Franchise Agreement with RED removing references to the divestiture of the refuse system, and adding additional services including dead animal pick-up and construction and demolition debris sorting at two transfer station sites. 09/29/09: Board adopted Resolution No. 09-0923 approving a 20-year Solid Waste Collection Agreement with RED.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Providing the community with safe and efficient collection services for solid waste, recyclables and organic materials.			
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 275,000	County General Fund	\$ 275,000
Add Appropriations Req'd.	\$ 0	State/Federal	\$
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 275,000	Total Sources	\$ 275,000
Narrative Explanation of Fiscal Impacts (If Required):			
Expenditures for the two new programs are being conservatively budgeted at \$275,000 based on submitted proposals.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Amendment No. 2 to the Amended and Restated Solid Waste Collection Franchise Agreement.			
Related Items "On File" with the Clerk of the Board:			
Amended and Restated Solid Waste Franchise Agreement (dated October 19, 2010). Amendment No. 1 to the Amended and Restated Solid Waste Collection Franchise Agreement.			

**SECOND AMENDMENT TO
AMENDED AND RESTATED SOLID WASTE COLLECTION
FRANCHISE AGREEMENT**

This Second Amendment (“Amendment”) to the Amended and Restated Solid Waste Collection Franchise Agreement entered into on October 19, 2010 (“Amended and Restated Agreement”), is by and between the County of Sonoma ("County") and Redwood Empire Disposal Sonoma County, Inc. ("Company"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement, as amended.

Recitals

WHEREAS, County approved the Amended and Restated Agreement on October 19, 2010; and

WHEREAS, County approved Amendment No. 1 to the Amended and Restated Solid Waste Collection Franchise Agreement (“Agreement”) on April 19, 2011 in order to add the Lake Sonoma customers to the Cloverdale Zone and the Tubbs Island customers to the Sebastopol/South Sonoma County Zone ; and

WHEREAS, County and Company desire to amend the Amended and Restated Agreement to expand the dead animal collection program and update the NPDES street sweeping program to comply with NPDES regulations; and

WHEREAS, County desires to increase the Franchise Fee from 10% to 11% to be more in line with other jurisdictions.

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

A G R E E M E N T

1. Section 1.7 (C&D Program) shall be amended to read as follows:

“‘C&D Program’ means that certain program described in Exhibit K attached hereto which shall expire upon the effectuation of that certain Master Operations Agreement by and between County and Republic Services dated April 23, 2013.”

2. Section 3.1 (Franchise Fee), subsection 3.1.5 shall be amended to read:

“**July 1, 2014 – June 30, 2015.** Company shall pay to the County a franchise fee which shall be equal to the greater of (a) 11% of Gross Revenues; or (b) \$3,154,871 (\$262,906 per month). The franchise fee shall be paid in accordance with Section 3.2 below.”

3. Section 3.1 (Franchise Fee) subsection 3.1.6 shall be added to read as follows:

July 1, 2015 – October 20, 2029. Company shall pay to the County a franchise fee which shall be equal to the greater of (a) 11% of Gross Revenues; or (b) the Base Franchise Fee as adjusted pursuant to Section 3.3 below.”

4. Section 5.6 (Street Sweeping Services) shall be amended to read:

“Company shall provide the following street sweeping services for the portions of the Service Area identified in Exhibit F and Exhibit F-1:

Company shall be paid on a time and material/expense basis for those street sweeping services described in Exhibit F-1 provided, however, that total payments to Company shall not exceed \$115,036 the first year, adjusted by the CPI Factor for subsequent years. Company shall submit its bills in arrears on a monthly basis in a form approved by the Director of the Department of Transportation and Public Works, or designee. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.”

5. Section 5.10 (Dead Animal Pickup Program) shall be amended by replacing the first sentence with the following language:

“Company to provide two (2) trucks and four (4) employees to pick up all dead animals from unincorporated Sonoma County roads. The Company shall pick up all domestic animals and all wild animals, including small wild animals such as raccoons, opossums, fox, wild turkeys, etc., that are approximately ten (10) pounds or greater. Company shall not be responsible for picking up very small wild animals such as squirrels, snakes or small birds, etc., which would generally be less than ten (10) pounds. Company shall be paid on a time and material/expense basis for the services described above, provided, however, that total payments to Company shall not exceed \$160,079 the first year, adjusted by the CPI Factor for subsequent years. Company shall submit its bills in arrears on a monthly basis in a form approved by the Director of the Department of Transportation and Public Works, or designee. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.”

6. Section 6.6 (Adjustment for Litter Pick-up and Dead Animal Pickups) is hereby deleted in its entirety.

7. Exhibit E (Service Rates) shall be replaced with the Exhibit E attached to this Amendment and all references to Exhibit E in the Agreement shall be deemed to be to the Exhibit E attached hereto.

8. Exhibit F-1 (Additional Street Sweeping Routes) attached to this Amendment shall be deemed to be attached to the Agreement.

9. This Amendment shall be effective as of July 1, 2014 (“Second Amendment Effective Date”).

10. Except to the extent the Amended and Restated Agreement is specifically amended or supplemented hereby, the Amended and Restated Agreement together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Amended and Restated Agreement or any right of County arising thereunder.

11. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

10. The Recitals are incorporated into and form a part of this Amendment.

IN WITNESS WHEREOF, County and Company have executed this Amendment effective as of the Second Amendment Effective Date.

REDWOOD EMPIRE DISPOSAL
SONOMA COUNTY, INC.,
a California corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

COUNTY OF SONOMA, a political subdivision
Of the State of California

Chair
Board of Supervisors

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

Susan R. Klassen, Director
Sonoma County Transportation and Public Works

APPROVED AS TO FORM FOR COUNTY:

Sheryl L. Bratton
Chief Deputy County Counsel

EXHIBIT E-1
SERVICE RATES -- RESIDENTIAL
effective July 1, 2014

Pursuant to Section 6.2, Service Rates are adjusted annually beginning July 1, 2011 using the methodology described in Exhibit G. After calculating the Service Rate adjustment, the Diversion Adjustment, pursuant to Section 4.5.2, shall be applied to the CPI portion of rate calculation, and the total rate adjustment shall be recalculated. The final rate adjustment shall be applied to all residential service rates for curbside collection for single family dwelling units and mobile home parks.

Single Family Dwelling Unit Monthly Rates								
Redwood Empire Disposal -- Sonoma County Division								
	Eastern Sonoma County / Petaluma Zone	Southwest Santa Rosa Zone	Larkfield Zone	Sebastopol / South Sonoma County Zone	Cloverdale Zone	Pacific Coast Zone	Sunrise Zone	West Sonoma County Zone
20-gallon can	\$ 26.73	\$ 12.74	\$ 10.27	\$ 25.96	\$ 27.61	\$ 23.79	\$ 22.05	\$ 26.02
35-gallon can	\$ 31.52	\$ 14.90	\$ 17.52	\$ 30.40	\$ 32.63	\$ 38.07	\$ 35.34	\$ 41.63
64-gallon can	\$ 37.62	\$ 22.22	\$ 31.85	\$ 57.74	\$ 62.23	n/a	\$ 64.87	\$ 73.14
96-gallon can	\$ 44.12	\$ 40.22	\$ 53.18	\$ 85.12	\$ 91.78	n/a	\$ 94.11	\$ 104.69
recycling bin each additional bin	first two bins included \$ 8.70	first two bins included \$ 8.70	first two bins included \$ 8.70	first two bins included \$ 8.70	first two bins included \$ 8.70	first two bins included \$ 8.70	first two bins included \$ 8.70	first two bins included \$ 8.70
greenwaste bin each additional bin	first two bins included \$ 8.70	first two bins included \$ 8.70	first two bins included \$ 8.70	first two bins included \$ 8.70	first two bins included \$ 8.70	first two bins included \$ 8.70	first two bins included \$ 8.70	first two bins included \$ 8.70
recycling only service	\$ 7.19	\$ 7.19	\$ 7.19	\$ 7.19	\$ 7.19	\$ 7.19	\$ 7.19	\$ 7.19

EXHIBIT E-1
SERVICE RATES -- RESIDENTIAL
 effective July 1, 2014

Pursuant to Section 6.2, Service Rates are adjusted annually beginning July 1, 2011 using the methodology described in Exhibit G. After calculating the Service Rate adjustment, the Diversion Adjustment, pursuant to Section 4.5.2, shall be applied to the CPI portion of rate calculation, and the total rate adjustment shall be recalculated. The final rate adjustment shall be applied to all residential service rates for curbside collection for single family dwelling units and mobile home parks.

Mobile Home Park Rates ¹								
Redwood Empire Disposal -- Sonoma County Division								
Bin Size	Eastern Sonoma County / Petaluma Zone	Southwest Santa Rosa Zone	Larkfield Zone	Sebastopol / South Sonoma County Zone	Cloverdale Zone	Pacific Coast Zone	Sunrise Zone	West Sonoma County Zone
20-gallon can	\$ 25.23	n/a	n/a	n/a	n/a	\$ 23.11	\$ 18.41	\$ 21.29
35-gallon can	\$ 31.25	n/a	n/a	n/a	n/a	\$ 36.98	\$ 29.39	\$ 34.07
64-gallon can	\$ 35.55	n/a	n/a	n/a	n/a	n/a	n/a	n/a

¹ These rates apply only for those accounts where one bill is sent to the manager, and the manager remits payment on behalf of all residents in the mobile home park. If each individual homeowner receives and pays a separate billing, single-family dwelling unit rates apply.

Additional Rates Applicable to Service on Private Lanes

Item	Rate	Frequency
Private Road Surcharge Fee ² (See Section 4.1.2(b))	\$ 9.45	per 50 feet per pickup

² This fee is in additional to the monthly service fee.

Miscellaneous Fees Applicable to all Zones

Item	Rate	Frequency
Cleanup Bin -- 3 cubic yards ³	\$ 246.97	per 3 days
Cleanup Bin -- 4 cubic yards ³	\$ 329.30	per 3 days
Replacement Cart	\$ 102.39	after first replacement per year
Return Trip Charge	\$ 20.73	each trip
Contaminated Greenwaste Cart	\$ 25.61	each occurrence
Contaminated Recycling Cart	\$ 25.61	each occurrence

³ For home and yard cleanups that do not need the larger volume provided by a debris box. This optional service does not replace bulky item collection service.

EXHIBIT E-2
SERVICE RATES -- MULTI-FAMILY AND COMMERCIAL
effective July 1, 2014

Pursuant to Section 6.2, Service Rates are adjusted annually beginning July 1, 2011 using the methodology described in Exhibit G. After calculating the Service Rate adjustment, the Diversion Adjustment, pursuant to Section 4.5.2, shall be applied to the CPI portion of rate calculation, and the total rate adjustment shall be recalculated. The final rate adjustment shall be applied to all multi family dwelling units and commercial rates.

Multi-Family Dwelling Units and Commercial Rates

		Redwood Empire Disposal -- Sonoma County Division							
		Eastern Sonoma County / Petaluma Zone	Southwest Santa Rosa Zone	Larkfield Zone	Sebastopol / South Sonoma County Zone	Cloverdale Zone	Pacific Coast Zone	Sunrise Zone	West Sonoma County Zone
Bin Volume	Frequency Per Week	Per Week Cost	Per Week Cost	Per Week Cost	Per Week Cost	Per Week Cost	Per Week Cost	Per Week Cost	Per Week Cost
1-1/2 Cubic Yards	1	\$ 249.22	\$ 223.89	\$ 236.43	\$ 239.55	\$ 230.54	\$ 189.43	\$ 242.42	\$ 308.83
	2	n/a	\$ 368.09	\$ 417.12	\$ 419.63	\$ 403.22	n/a	\$ 425.32	\$ 542.63
	3	n/a	\$ 508.51	\$ 601.92	\$ 598.62	\$ 572.60	n/a	\$ 603.82	\$ 771.15
	4	n/a	\$ 661.05	\$ 735.42	\$ 773.25	\$ 742.33	n/a	\$ 783.69	\$ 1,000.75
	5	n/a	\$ 814.50	\$ 1,011.96	\$ 951.26	\$ 913.60	n/a	\$ 963.90	\$ 1,231.18
	6	n/a	\$ 967.25	\$ 1,230.23	\$ 1,145.61	\$ 1,085.17	n/a	\$ 1,145.95	\$ 1,231.18
2 Cubic Yards	1	\$ 317.87	\$ 272.32	\$ 282.55	\$ 299.99	\$ 287.99	\$ 284.56	\$ 303.70	\$ 388.21
	2	\$ 561.44	\$ 470.77	\$ 498.66	\$ 525.04	\$ 504.13	n/a	\$ 531.87	\$ 678.97
	3	\$ 805.10	\$ 659.08	\$ 720.06	\$ 751.36	\$ 719.98	n/a	\$ 759.21	\$ 969.84
	4	n/a	\$ 863.77	\$ 1,025.06	\$ 974.86	\$ 935.19	n/a	\$ 987.32	\$ 1,412.14
	5	n/a	\$ 1,010.97	\$ 1,274.42	\$ 1,198.18	\$ 1,152.06	n/a	\$ 1,215.24	\$ 1,551.90
	6	n/a	\$ 1,201.59	\$ 1,432.21	\$ 1,424.79	\$ 1,367.70	n/a	\$ 1,443.30	\$ 1,551.90
3 Cubic Yards	1	\$ 400.91	\$ 329.94	\$ 394.57	\$ 375.02	\$ 360.28	\$ 474.00	\$ 379.76	\$ 485.19
	2	\$ 723.98	\$ 607.49	\$ 698.98	\$ 676.17	\$ 650.36	n/a	\$ 685.57	\$ 875.04
	3	\$ 1,047.26	\$ 802.18	\$ 1,002.85	\$ 938.78	\$ 939.48	n/a	\$ 993.29	\$ 1,265.53
	4	\$ 1,370.19	\$ 1,039.22	\$ 1,306.67	\$ 1,280.17	\$ 1,228.49	n/a	\$ 1,296.84	\$ 1,655.41
	5	\$ 1,693.34	\$ 1,280.99	\$ 1,610.54	\$ 1,581.78	\$ 1,518.34	n/a	\$ 1,602.06	\$ 2,046.40
	6	\$ 2,016.57	\$ 1,526.09	\$ 1,914.40	\$ 1,883.74	\$ 1,806.96	n/a	\$ 1,908.00	\$ 2,046.40
4 Cubic Yards	1	\$ 472.91	\$ 411.65	\$ 449.74	\$ 446.16	\$ 428.76	\$ 569.11	\$ 452.17	\$ 577.21
	2	\$ 837.85	\$ 747.87	\$ 867.60	\$ 790.67	\$ 759.97	n/a	\$ 800.93	\$ 1,023.22
	3	\$ 1,203.02	\$ 946.51	\$ 1,247.55	\$ 1,127.25	\$ 1,093.97	n/a	\$ 1,141.07	\$ 1,457.58
	4	\$ 1,568.00	\$ 1,165.64	\$ 1,627.43	\$ 1,506.96	\$ 1,446.98	n/a	\$ 1,526.10	\$ 1,948.98
	5	\$ 1,933.20	\$ 1,493.69	\$ 2,007.35	\$ 1,861.44	\$ 1,721.69	n/a	\$ 1,885.34	\$ 2,408.23
	6	\$ 2,298.45	\$ 1,729.81	\$ 2,387.19	\$ 2,224.85	\$ 2,135.82	n/a	\$ 2,253.25	\$ 2,408.23

Multi-Family Dwelling Units and Commercial Rates

		Redwood Empire Disposal -- Sonoma County Division							
		Eastern Sonoma County / Petaluma Zone	Southwest Santa Rosa Zone	Larkfield Zone	Sebastopol / South Sonoma County Zone	Cloverdale Zone	Pacific Coast Zone	Sunrise Zone	West Sonoma County Zone
Bin Volume	Frequency Per Week	Per Week Cost	Per Week Cost	Per Week Cost	Per Week Cost	Per Week Cost	Per Week Cost	Per Week Cost	Per Week Cost
6 Cubic Yards	1	\$ 592.20	\$ 555.17	\$ 577.15	\$ 725.71	n/a	\$ 853.68	n/a	n/a
	2	\$ 1,048.30	\$ 936.53	\$ 1,083.12	\$ 1,462.36	n/a	n/a	n/a	n/a
	3	\$ 1,509.45	\$ 1,415.41	\$ 1,594.25	n/a	n/a	n/a	n/a	n/a
	4	\$ 1,856.72	\$ 1,680.82	\$ 2,102.59	n/a	n/a	n/a	n/a	n/a
	5	\$ 2,209.44	\$ 2,322.50	\$ 2,610.85	n/a	n/a	n/a	n/a	n/a
	6	\$ 2,629.10	\$ 2,893.60	\$ 3,119.20	n/a	n/a	n/a	n/a	n/a
10 cubic yards	1	n/a	n/a	n/a	n/a	n/a	\$ 1,422.78	n/a	n/a

Miscellaneous Charges	Per Bin	Per Bin	Per Bin	Per Bin	Per Bin	Per Bin	Per Bin	Per Bin	Per Bin
Overflowed Bins	\$ 34.83	\$ 34.83	\$ 34.83	\$ 34.83	\$ 34.83	\$ 34.83	\$ 34.83	\$ 34.83	\$ 34.83
Blocked Bins	\$ 18.37	\$ 18.37	\$ 18.37	\$ 18.37	\$ 18.37	\$ 18.37	\$ 18.37	\$ 18.37	\$ 18.37
Additional Bin Collection -- Applies to occasional requests for an extra pickup on a non-scheduled collection day. Repeated requests will require evaluation of service level to determine whether or not additional service capacity is necessary.									
1-1/2 Cubic Yards	\$ 83.17	\$ 83.17	\$ 83.17	\$ 83.17	\$ 83.17	\$ 83.17	\$ 83.17	\$ 83.17	\$ 83.17
2 Cubic Yards	\$ 92.95	\$ 92.95	\$ 92.95	\$ 92.95	\$ 92.95	\$ 92.95	\$ 92.95	\$ 92.95	\$ 92.95
3 Cubic Yards	\$ 117.21	\$ 117.21	\$ 117.21	\$ 117.21	\$ 117.21	\$ 117.21	\$ 117.21	\$ 117.21	\$ 117.21
4 Cubic Yards	\$ 128.05	\$ 128.05	\$ 128.05	\$ 128.05	\$ 128.05	\$ 128.05	\$ 128.05	\$ 128.05	\$ 128.05
6 Cubic Yards	\$ 153.39	\$ 153.39	\$ 153.39	\$ 153.39	\$ 153.39	\$ 153.39	\$ 153.39	\$ 153.39	\$ 153.39

Roll-Off Compactor Rates ¹									
Per Pull	\$ 367.49	\$ 367.49	\$ 367.49	\$ 367.49	\$ 367.49	\$ 367.49	\$ 367.49	\$ 367.49	\$ 367.49

¹ Does not include the current per ton disposal cost which shall be added in addition to the per pull cost.

Front-End Loader Compactor Rates	
2 Cubic Yards	Rates for front-end loader compactors shall be two times the bin per week cost shown in the "Multi-Family Dwelling Units and Commercial Rates" table above, for the same bin volume (i.e., 2 yard, 3 yard or 4 yard bin) for the frequency per week (i.e., once a week, twice a week, etc.). This rate shall include the current per ton disposal cost.
3 Cubic Yards	
4 Cubic Yards	

Miscellaneous Fees Applicable to all Zones

Item	Rate	Frequency
Return Trip Charge	\$ 21.84	each trip
Contaminated Recycling Bin	\$ 78.90	per yard plus \$20.00

EXHIBIT E-3
SERVICE RATES -- DEBRIS BOX RATE
effective July 1, 2014

Pursuant to Section 6.2, Service Rates are adjusted annually beginning July 1, 2011 using the methodology described in Exhibit G. After calculating the Service Rate adjustment, the Diversion Adjustment, pursuant to Section 4.5.2, shall be applied to the CPI portion of rate calculation, and the total rate adjustment shall be recalculated. The final rate adjustment shall be applied to all debris box rates.

Debris Box Rates ¹

Redwood Empire Disposal -- Sonoma County Division								
	Eastern Sonoma County / Petaluma Zone	Southwest Santa Rosa Zone	Larkfield Zone	Sebastopol / South Sonoma County Zone	Cloverdale Zone	Pacific Coast Zone	Sunrise Zone	West Sonoma County Zone
Box Volume	Per Pull Cost	Per Pull Cost	Per Pull Cost	Per Pull Cost	Per Pull Cost	Per Pull Cost	Per Pull Cost	Per Pull Cost
10 Cubic Yards	n/a	\$ 311.33	\$ 311.33	n/a	n/a	n/a	n/a	n/a
15 Cubic Yards	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$ 340.06
20 Cubic Yards	\$ 284.26	\$ 311.33	\$ 311.33	\$ 269.58	\$ 302.86	\$ 259.67	\$ 256.38	\$ 340.06
30 Cubic Yards	\$ 292.80	\$ 344.77	\$ 344.77	\$ 363.85	\$ 316.23	n/a		\$ 367.30
40 Cubic Yards	\$ 296.31	\$ 344.65	\$ 344.77	n/a	n/a	n/a	n/a	n/a
Distance Surcharge ²	n/a	n/a	n/a	n/a	\$ 43.96	\$ 60.28	\$ 60.28	\$ 31.40

¹ Does not include the current per ton disposal cost which shall be added in addition to the per pull cost.

² Additional fee applies to compensate the hauler for fuel and labor for extra distance required for transportation from these remote areas of the county.

EXHIBIT E-4
SERVICE RATES -- EMERGENCY SERVICES
effective July 1, 2014

Emergency Service Rates for All Service Areas

Equipment	
Equipment Type	Hourly Rate
Commercial Frontloader	\$ 72.98
Automated Truck	\$ 72.98
Roll-off Truck	\$ 54.73
Bin Truck	\$ 45.60
Cart Delivery Truck	\$ 45.60
Pickup Truck	\$ 36.49

Personnel	
Labor Position	Hourly Rate
Commercial Frontloader Driver	\$ 41.86
Automated Truck Driver	\$ 41.86
Roll-off Truck Driver	\$ 41.86
Bin Truck Driver	\$ 41.86
Cart Delivery Truck Driver	\$ 41.86
Pickup Truck Driver	\$ 41.86

EXHIBIT E-5
SERVICE RATES -- BULKY ITEM COLLECTION SERVICES
effective July 1, 2014
Residential Collection Services
(Single Family Dwellings and Multi Family Dwellings)

Pursuant to Section 4.1.6, residential collection rates includes collection of four (4) large items per year. The rates below are applied for collection of more than four (4) large items per year.

Category	Item Description	Rate
Furniture	Twin (per set)	\$66.31
	Double (per set)	\$66.31
	Queen (per set)	\$66.31
	King (per set)	\$66.31
	Bed Frame	\$53.03
	Couch (under 6 feet)	\$53.03
	Upholstered Chairs	\$53.03
	Wooden Chairs	\$53.03
	Dinette Tables	\$53.03
Household Items	Rug (9'x12')	\$53.03
	Vacuum	\$53.03
Appliances	Water Heater: 35 gallons	\$53.03
	Water Heater: 40 - 50 gallons	\$53.03
	Water Heater: 100 gallons	\$53.03
	Oven	\$59.66
	Oven (Stove Top)	\$59.66
	Oven - Stove Unit	\$59.66
	Microwave	\$53.03
	Garbage Compactor	\$53.03
	Dishwasher	\$53.03
	Refrigerator	\$72.94

EXHIBIT E-5
SERVICE RATES -- BULKY ITEM COLLECTION SERVICES
effective July 1, 2014
Residential Collection Services
(Single Family Dwellings and Multi Family Dwellings)

	Freezer	\$72.94
	Air Conditioner	\$72.94
	Washing Machine	\$59.66
	Dryer	\$59.66
Building Materials	Houshold Doors	\$53.03
	Sink	\$53.03
	Toilet	\$53.03
	Windows (less than 3'x4' only)	\$53.03

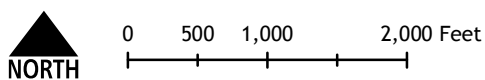
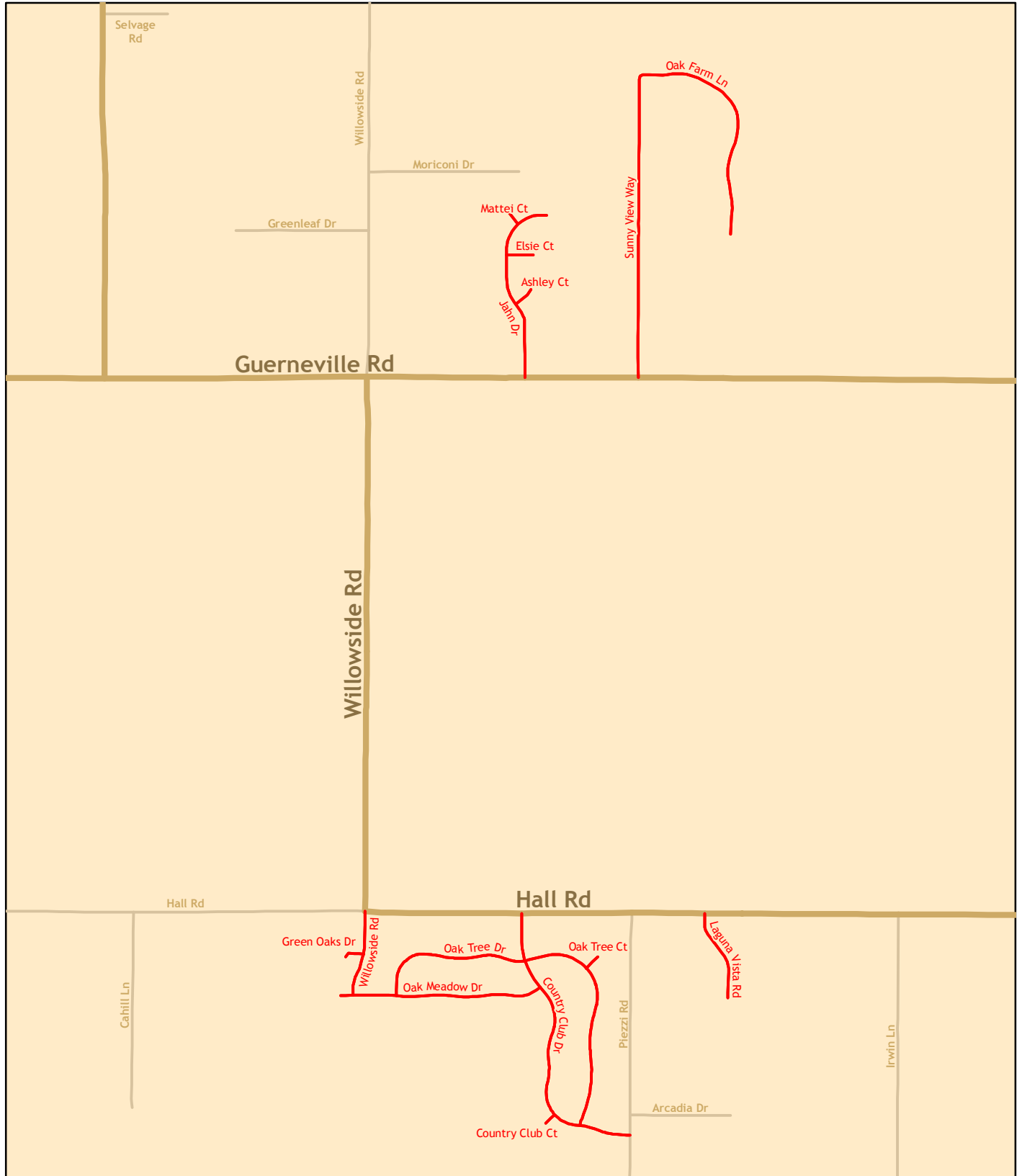
Yard and Garden	Gas Mower (must be drained of gal and oil)	\$39.77
	Barbeque	\$39.77
	Ping Pong Table	\$39.77
	Exercise Bike	\$39.77
	Swing Sets	\$39.77
	Bicycle	\$39.77

Electronics	Computer Monitor	\$39.77
	Television	\$39.77
	Console Television	\$66.31
	Stereo Equipment	\$39.77
	VCR/Home Entertainment	\$39.77
	Printer/Fax	\$39.77
	Copier (table top)	\$39.77
	Copier (stand alone) miniumum charge	\$92.82
	Oversized Office Equipment	price varies

Street Sweeping Areas

West Santa Rosa

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.

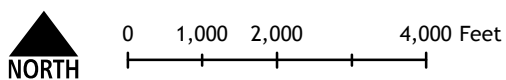
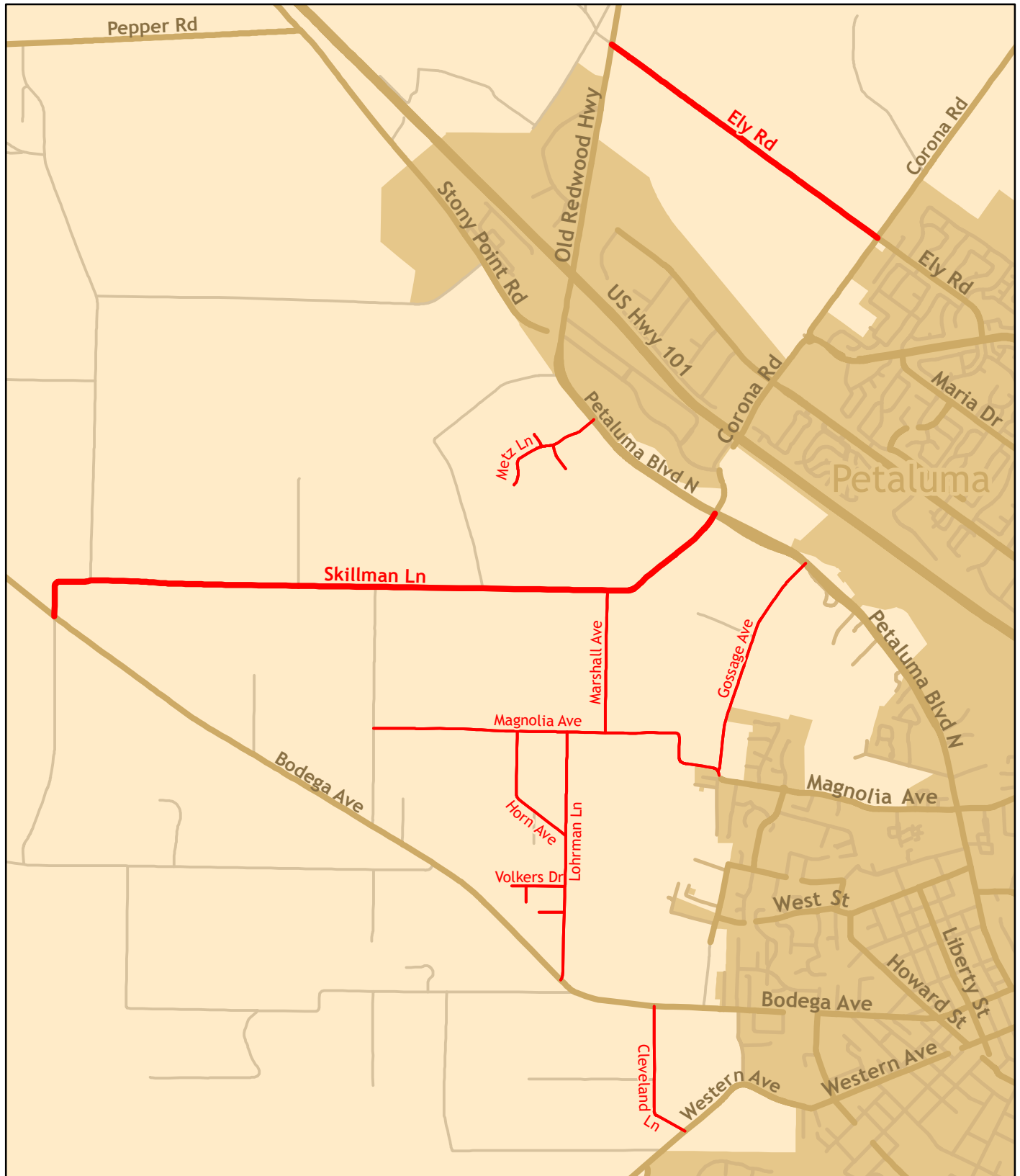


— Street Sweeping Areas

Street Sweeping Areas

West Petaluma

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.



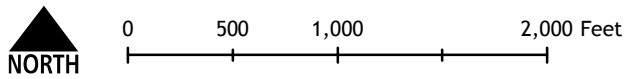
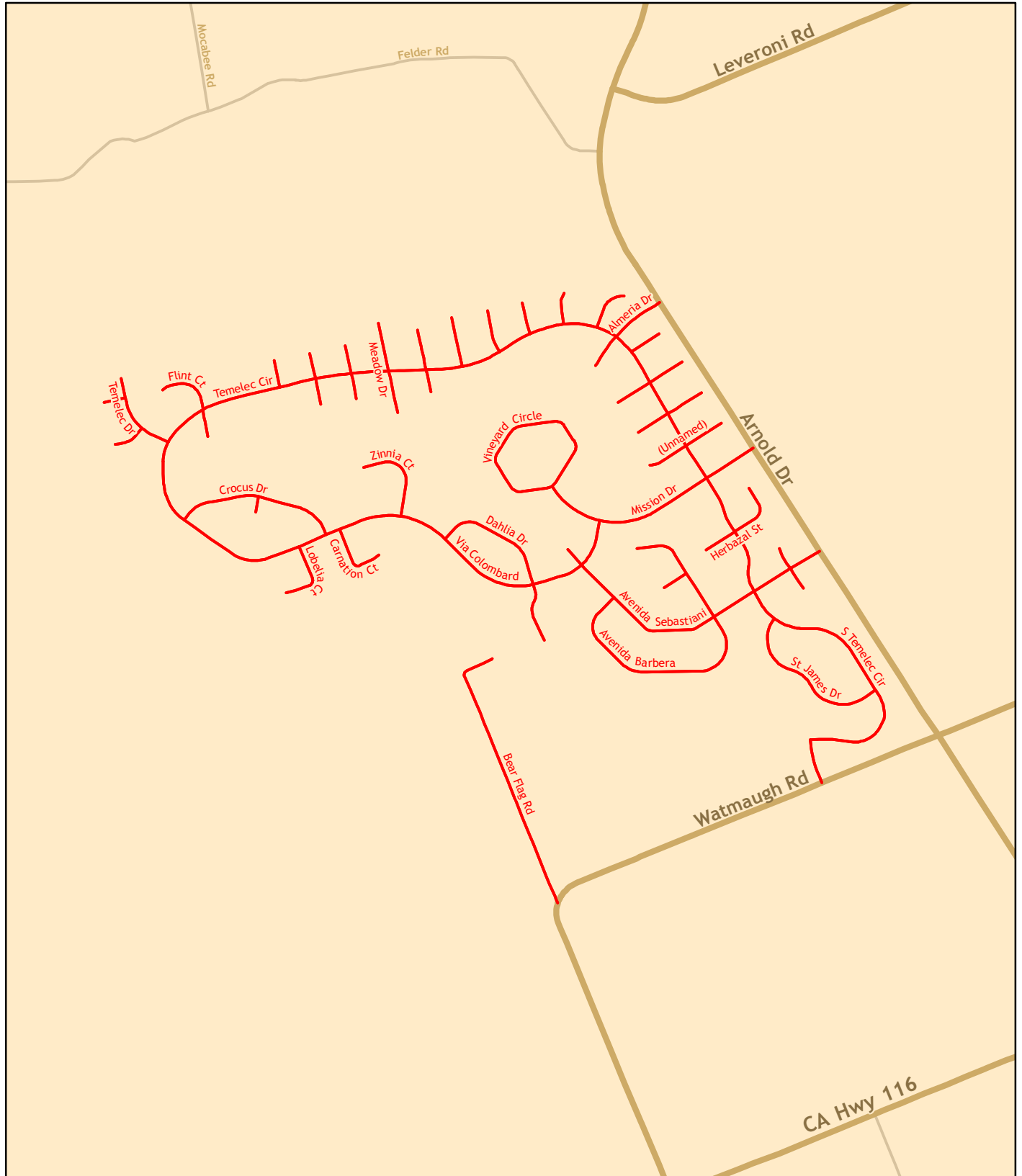
— Street Sweeping Areas

Exhibit F-1

Street Sweeping Areas

Temelec

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.

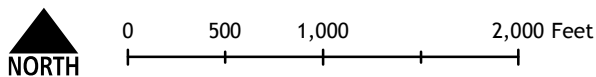
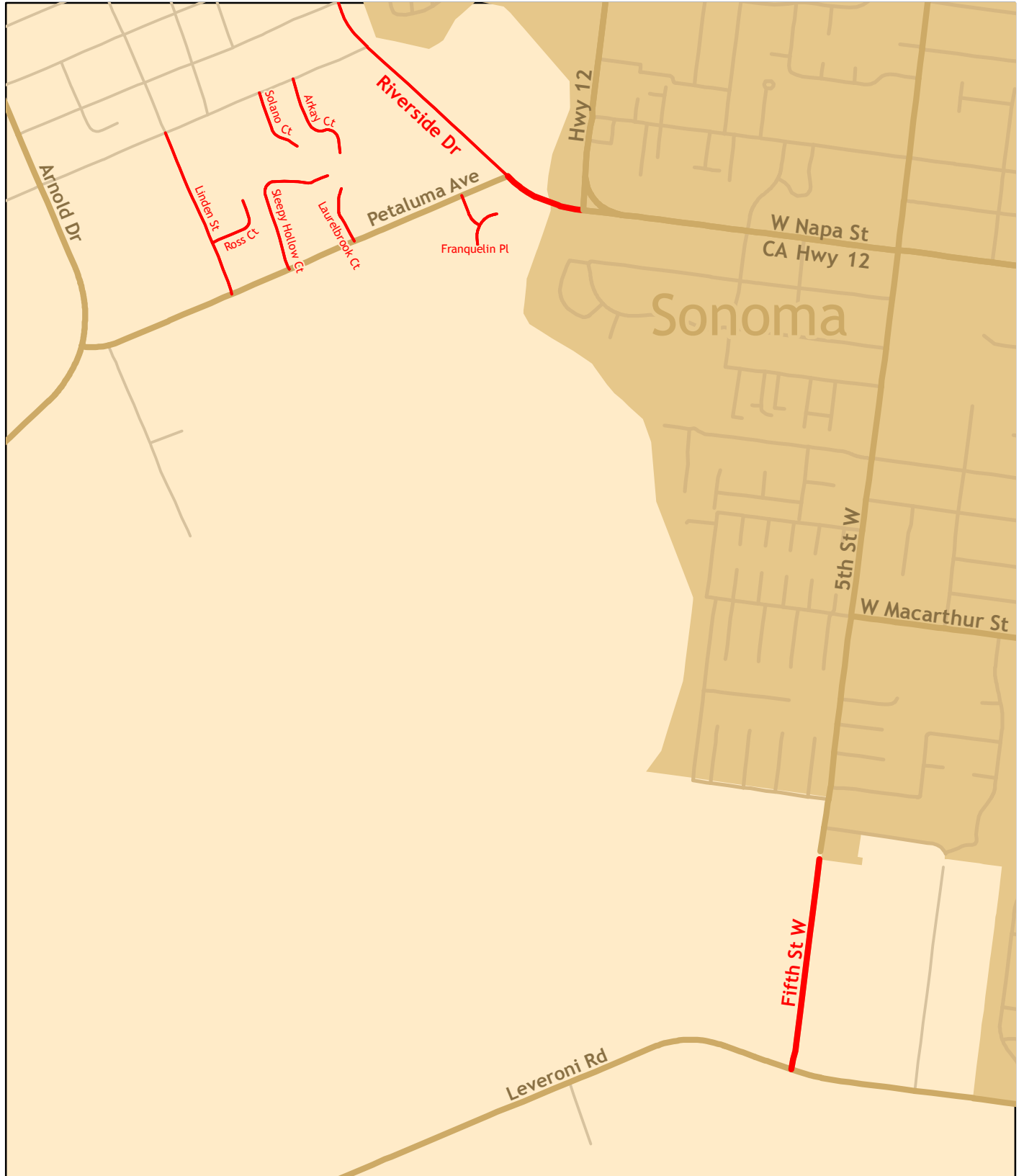


— Street Sweeping Areas

Street Sweeping Areas

Southwest Sonoma

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.

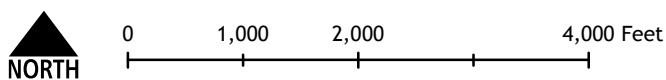
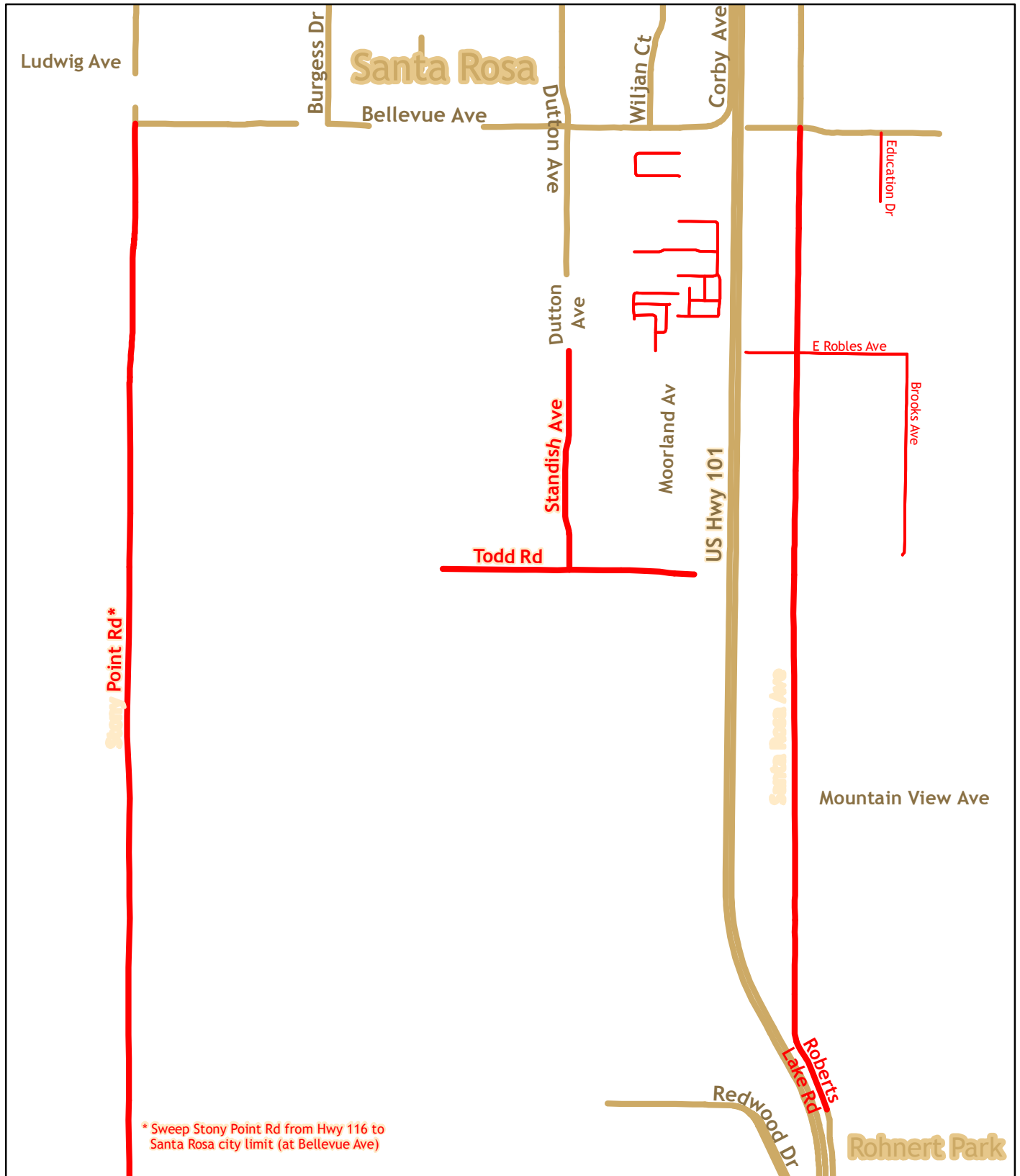


— Street Sweeping Areas

Street Sweeping Areas

South Santa Rosa

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.

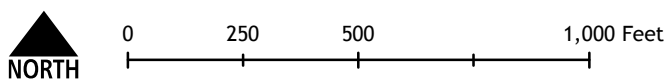
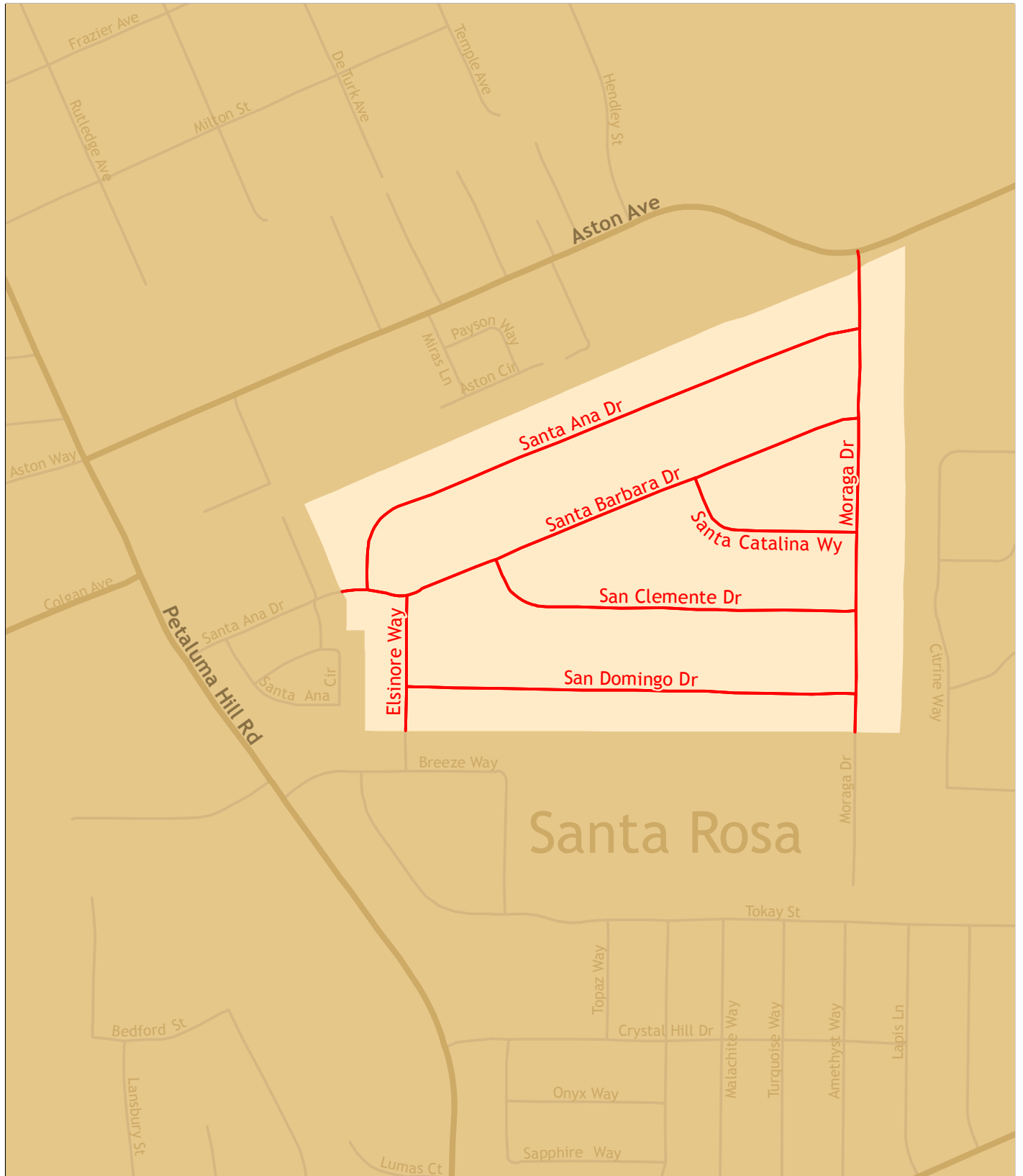


— Street Sweeping Areas

Street Sweeping Areas

South Park

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.

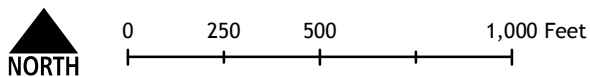
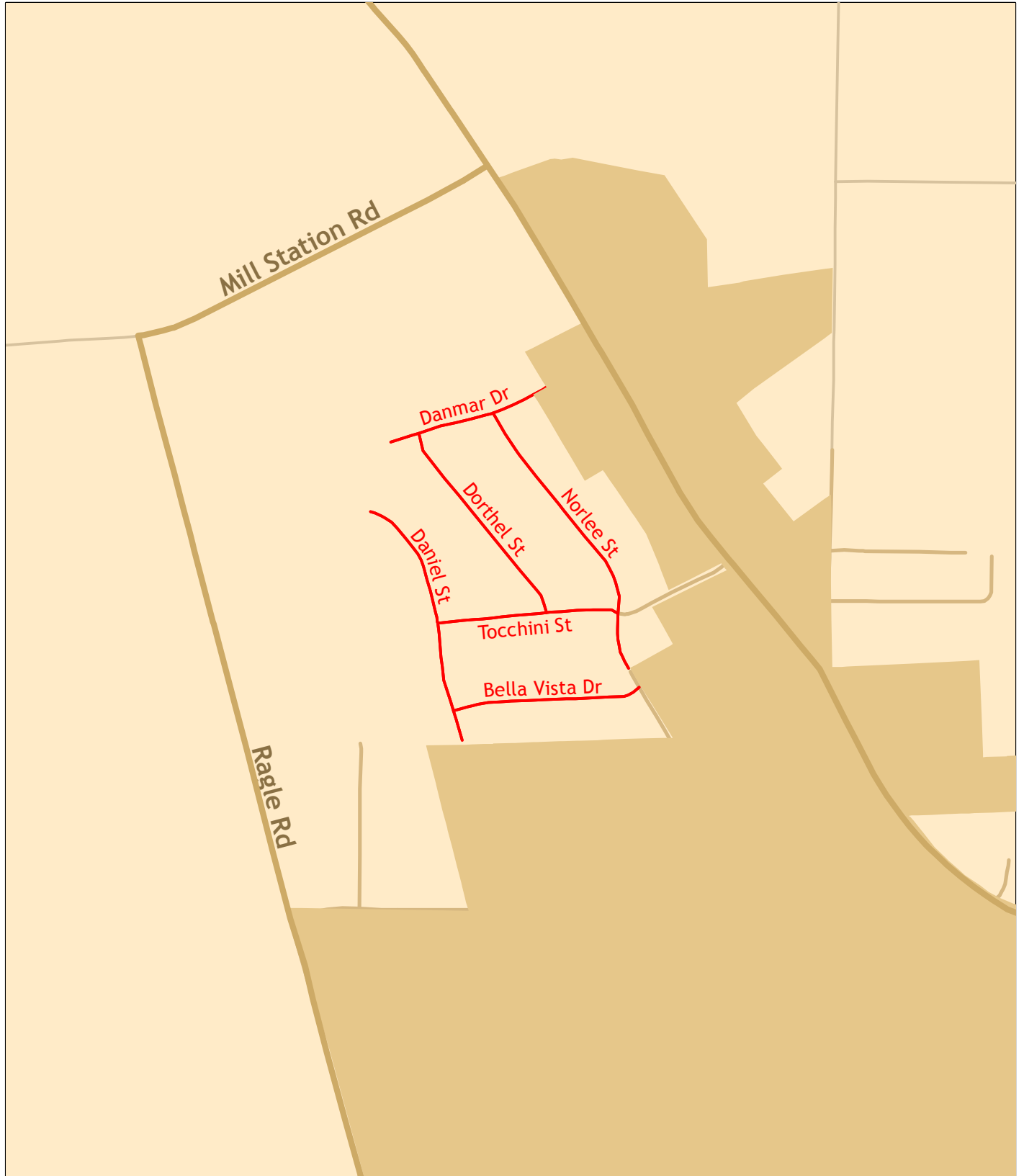


— Street Sweeping Areas

Street Sweeping Areas

Sebastopol

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.

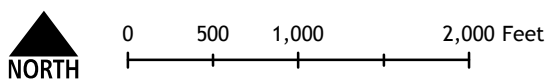
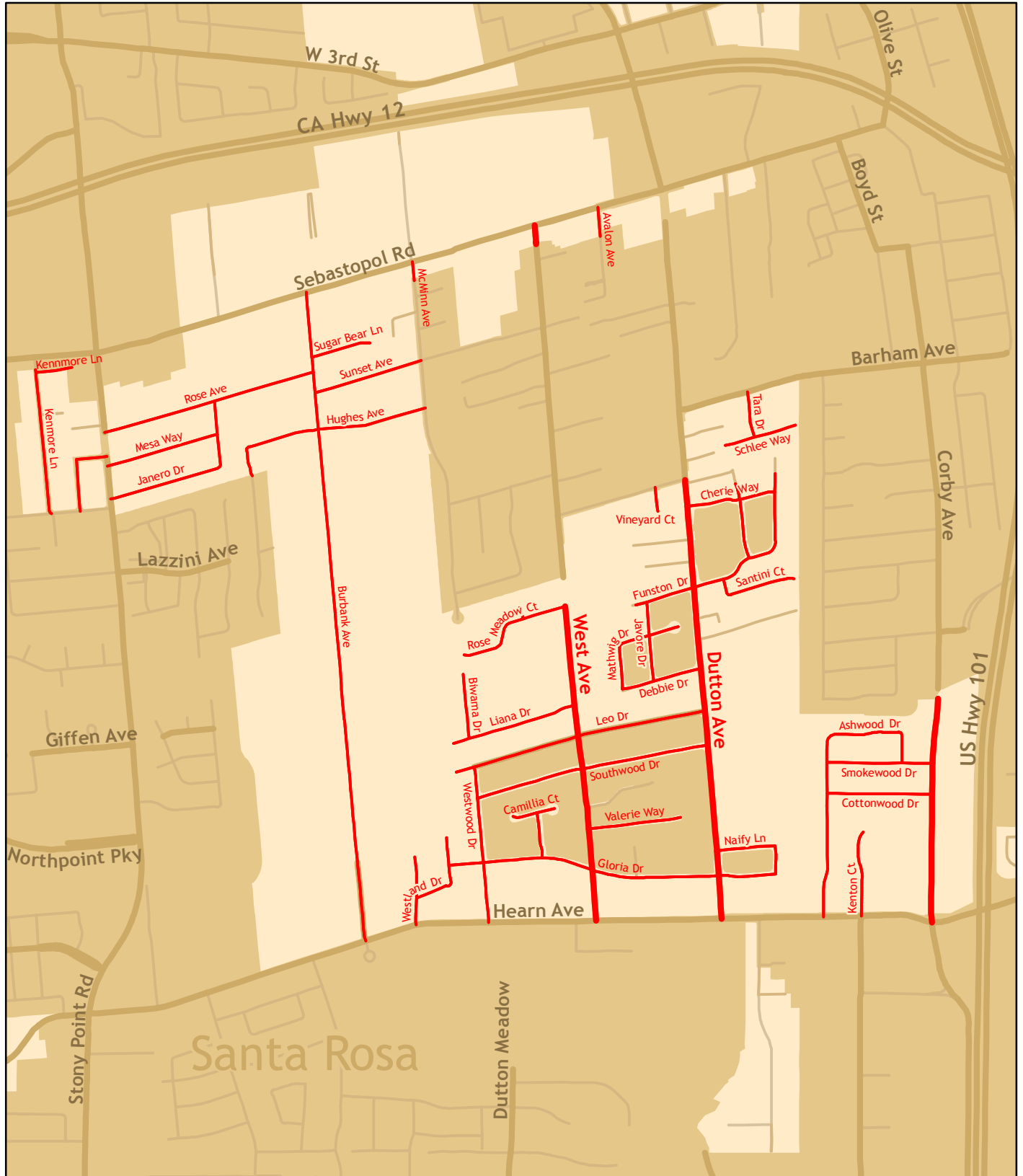


 Street Sweeping Areas

Street Sweeping Areas

Roseland

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.

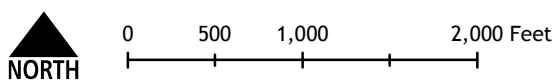
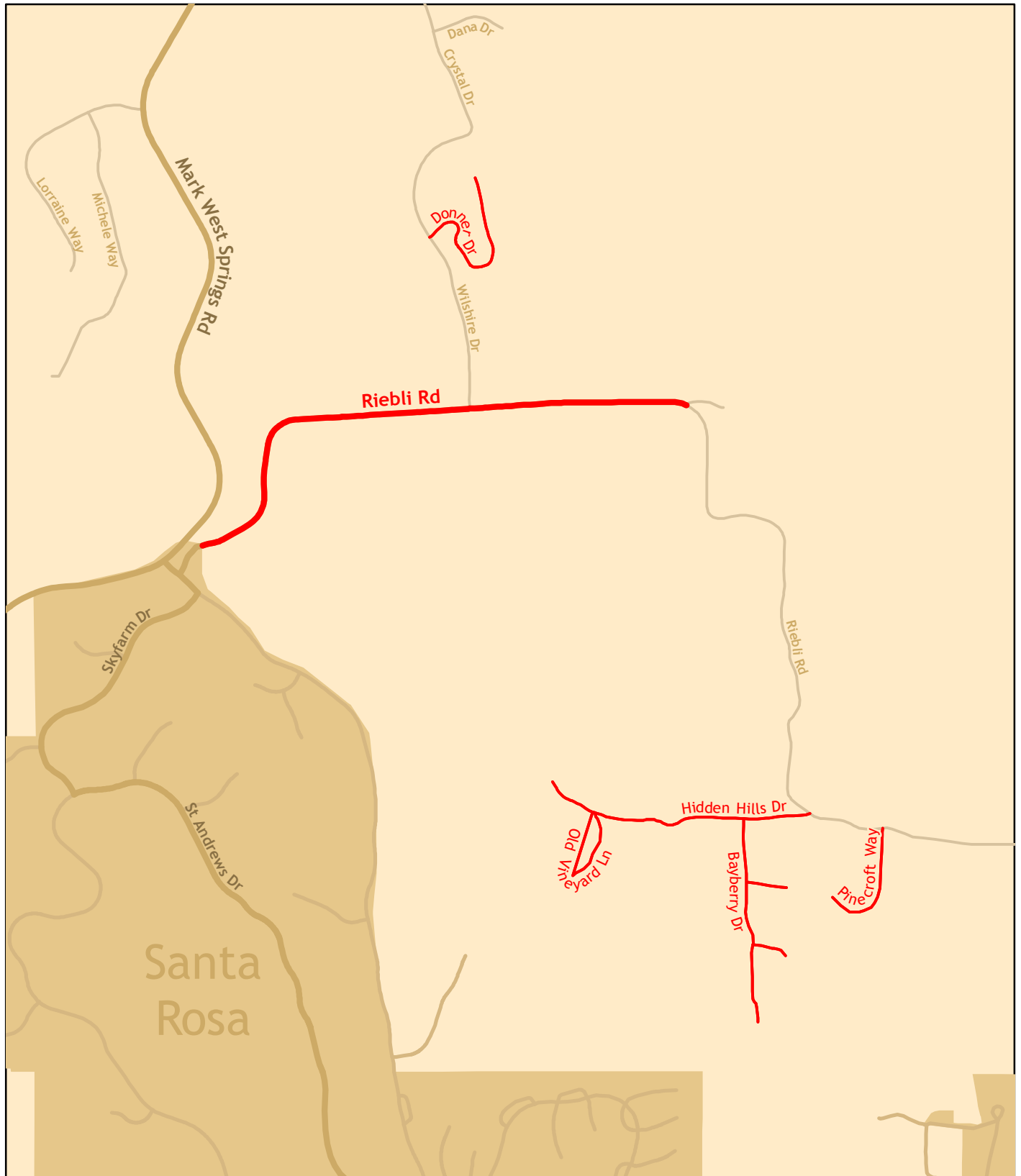


— Street Sweeping Areas

Street Sweeping Areas

North Santa Rosa / Reibli Road

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.

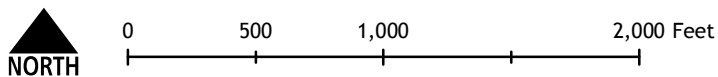
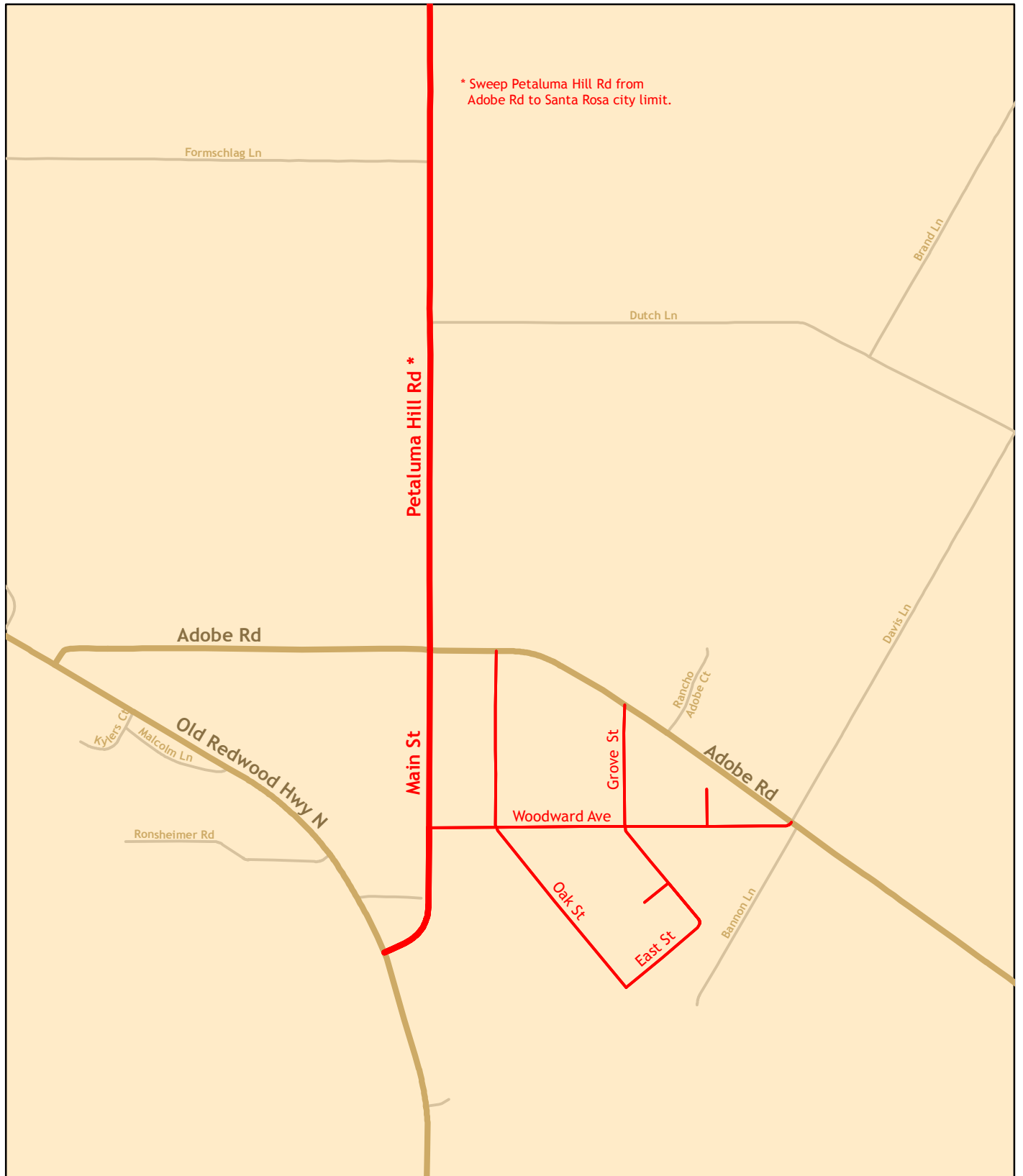


— Street Sweeping Areas

Street Sweeping Areas

Penngrove

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.

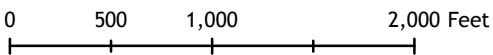
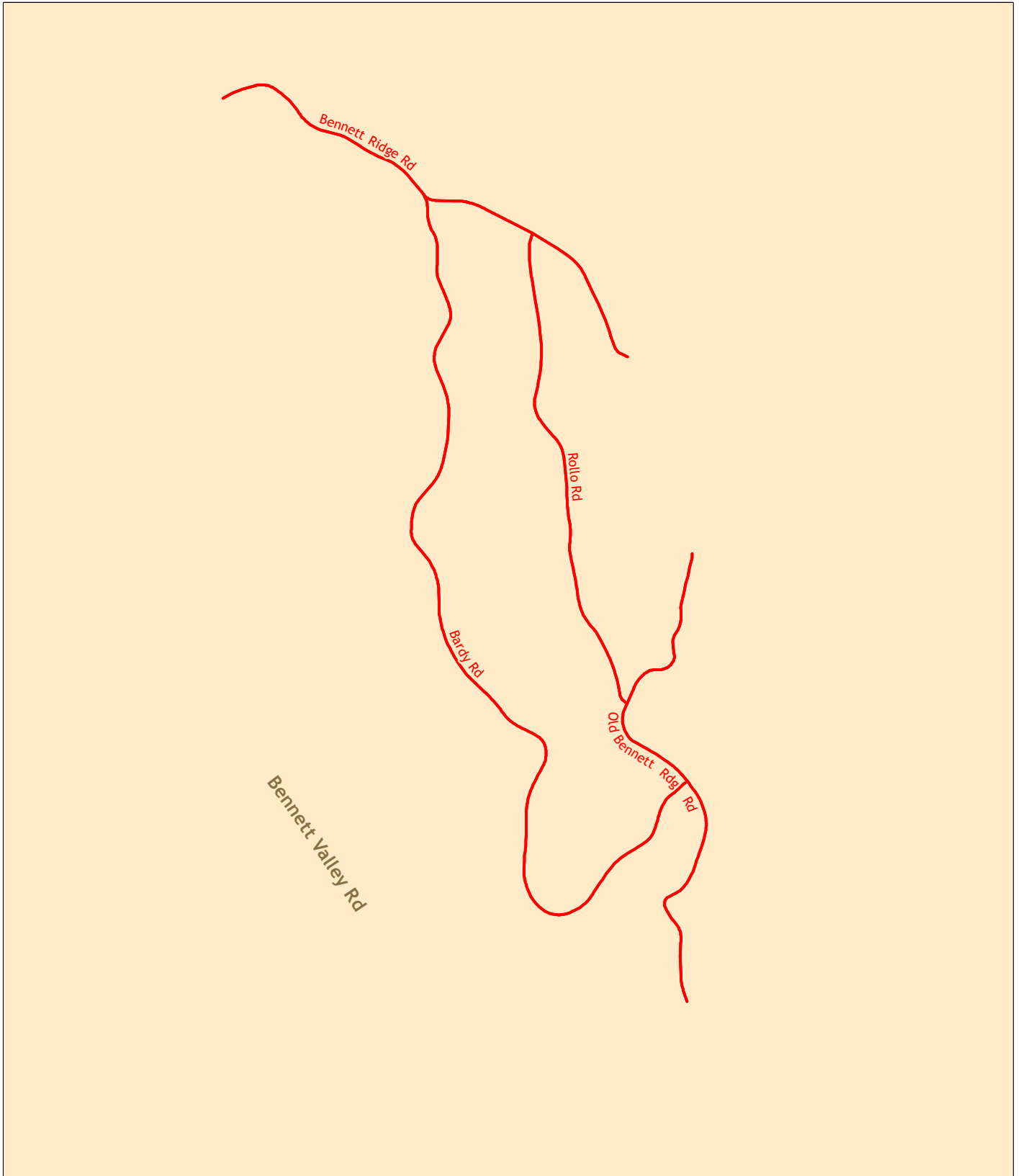


— Street Sweeping Areas

Street Sweeping Areas

Old Bennett Ridge Road

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.

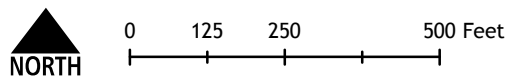
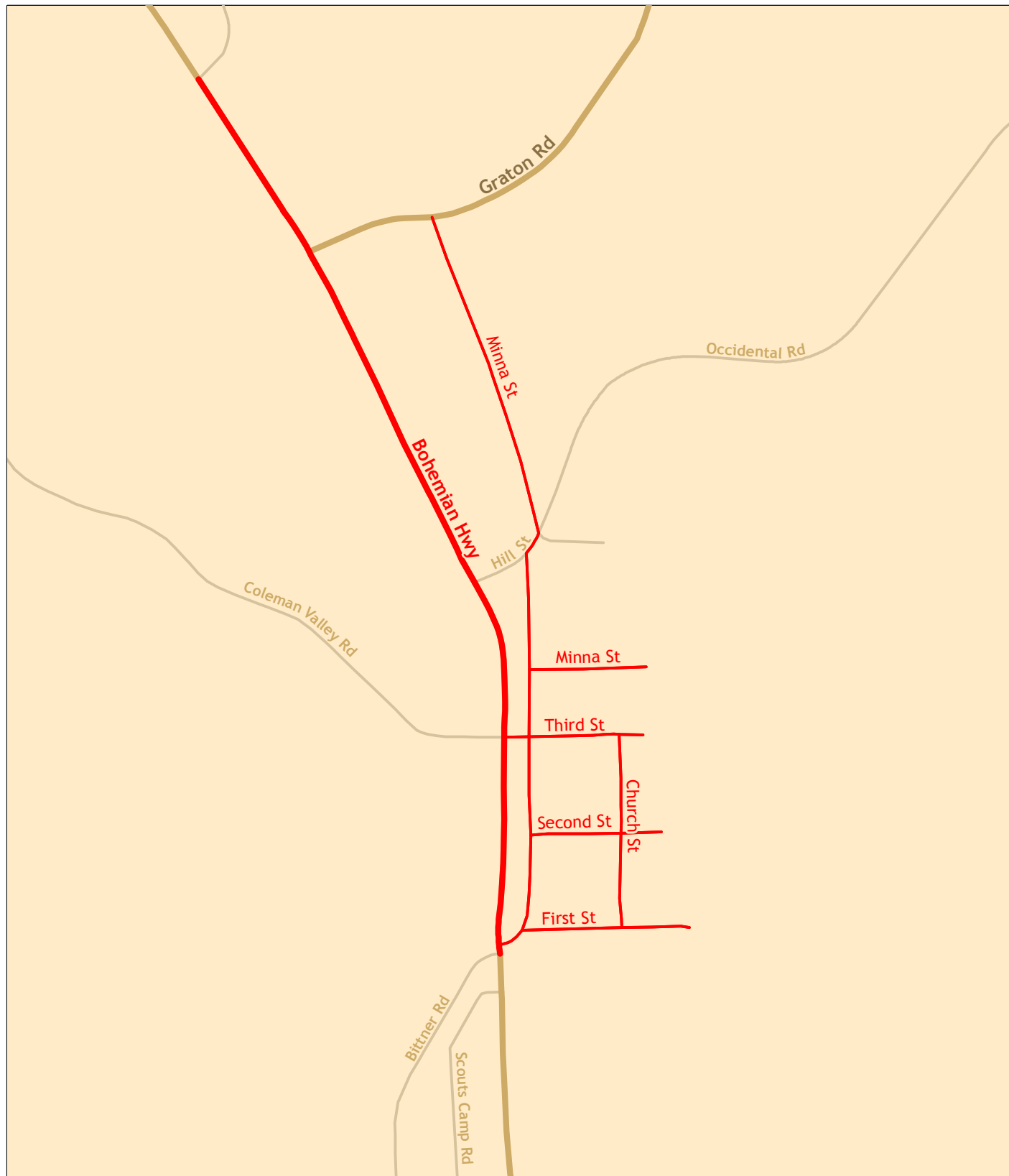


 Street Sweeping Areas

Street Sweeping Areas

Occidental

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.

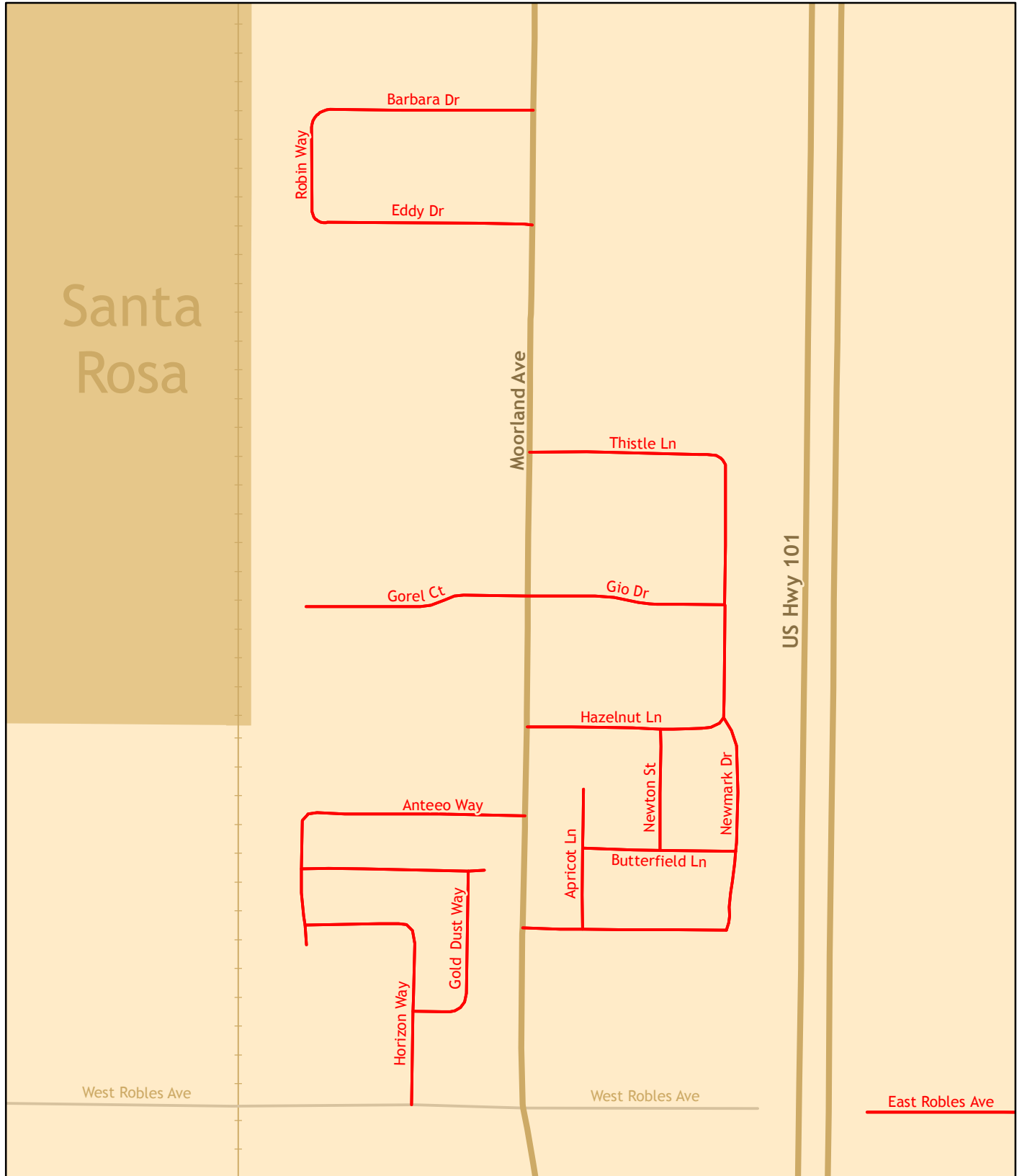


 Street Sweeping Areas

Street Sweeping Areas

Moorland Avenue Neighborhoods

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.



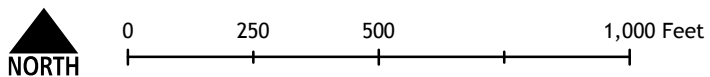
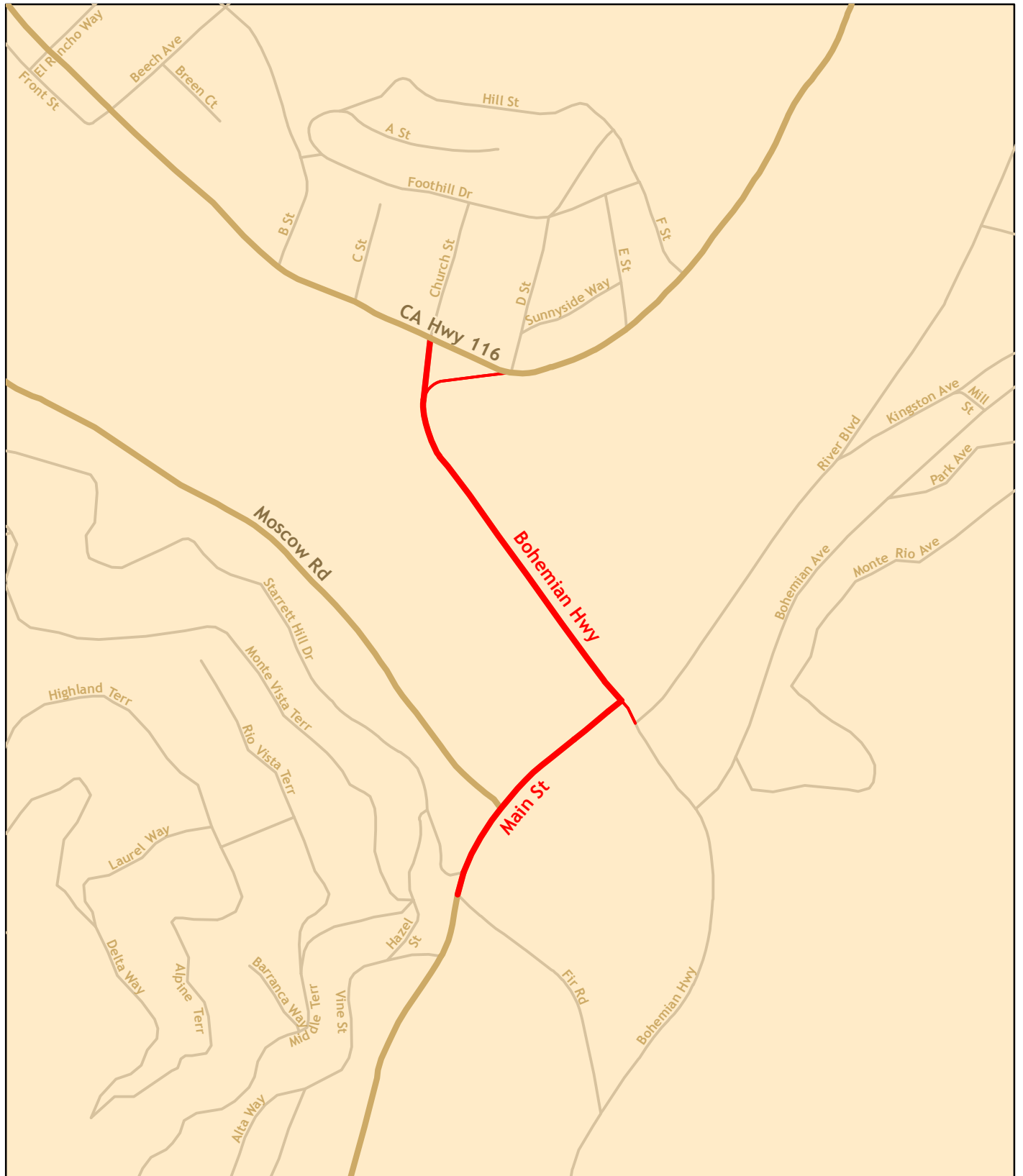
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— Street Sweeping Areas

Street Sweeping Areas

Monte Rio

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.

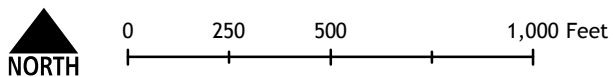
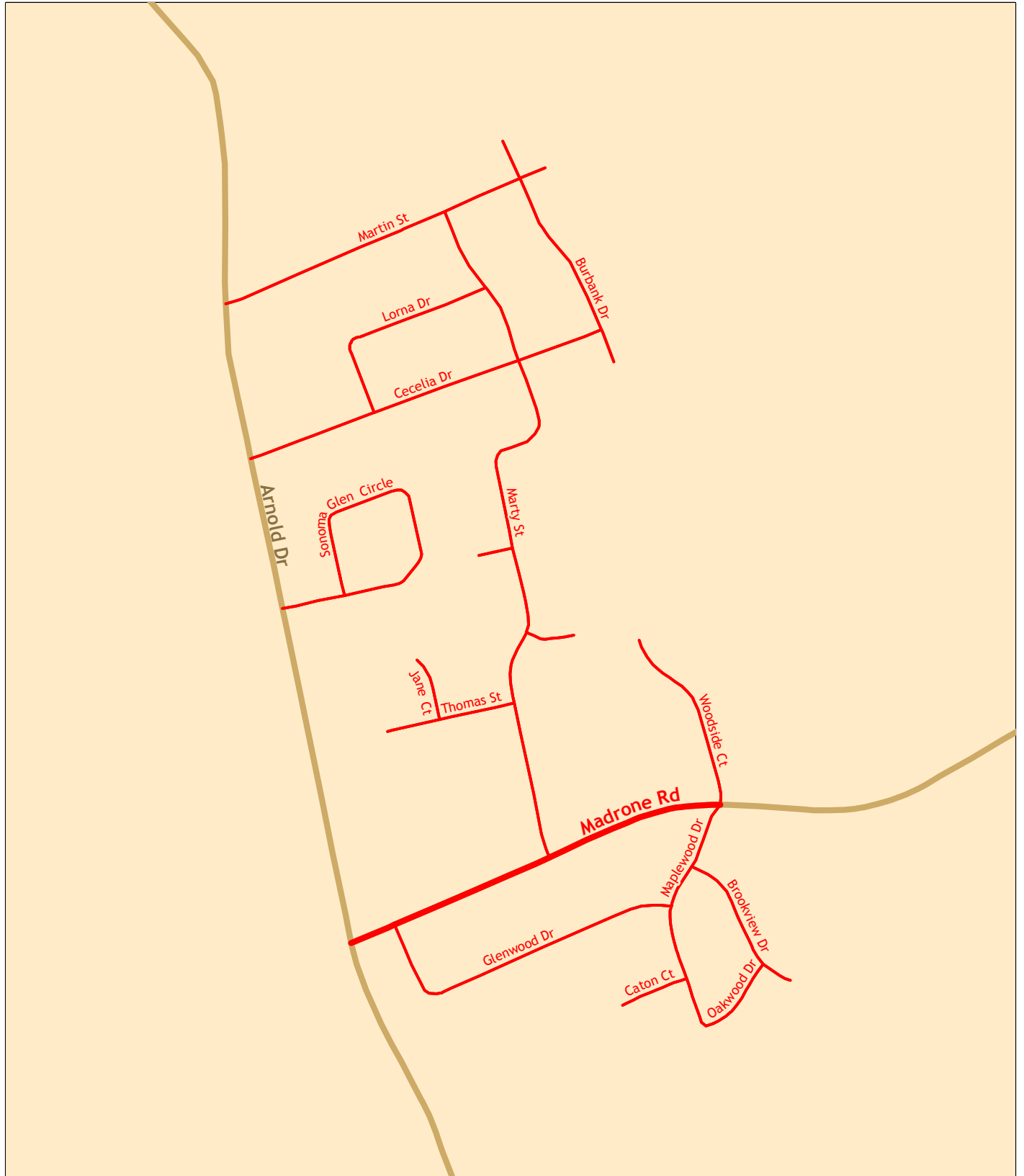


 Street Sweeping Areas

Street Sweeping Areas

Madrone Road at Arnold Drive

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.



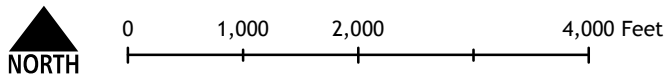
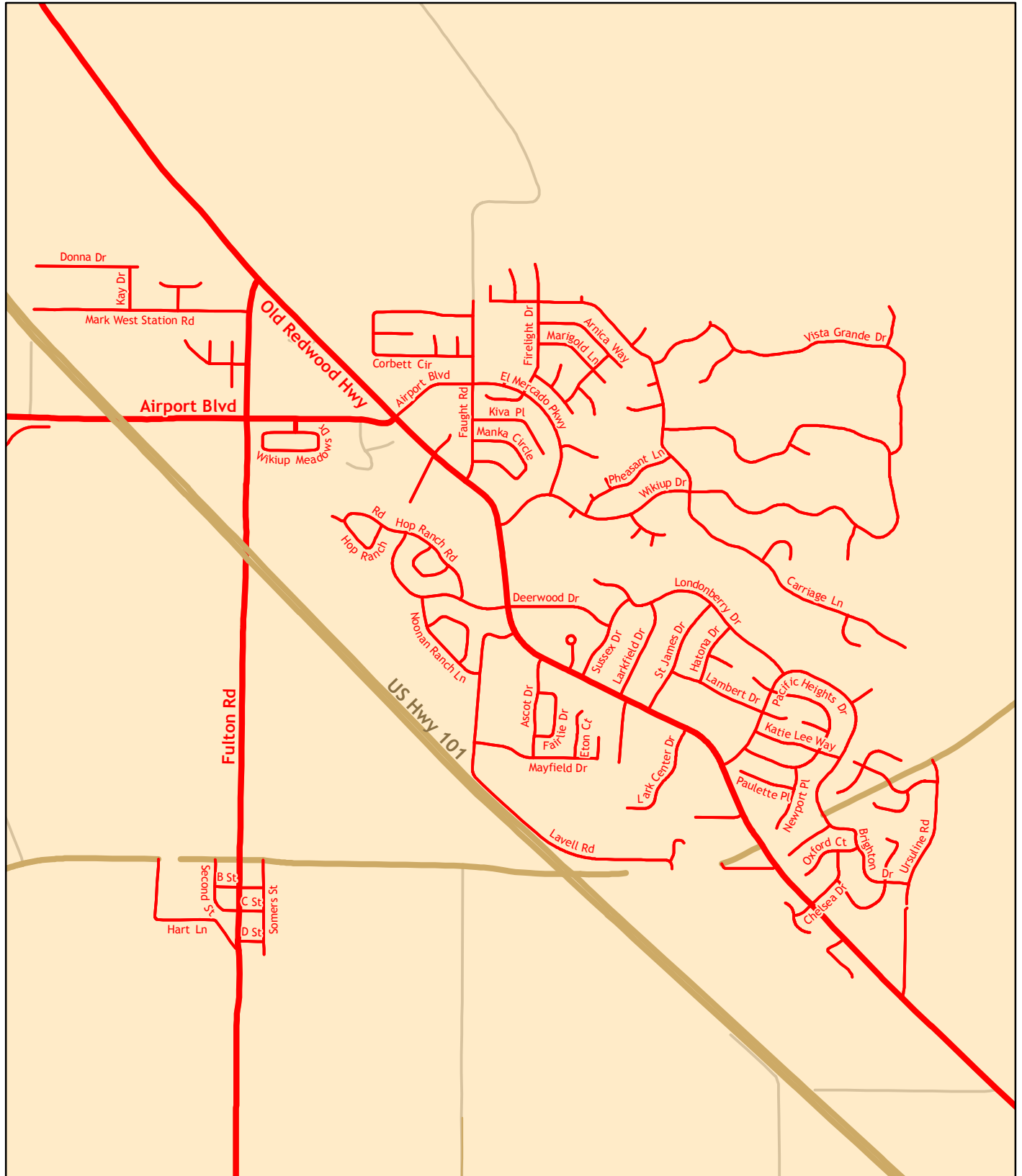
— Street Sweeping Areas

Exhibit F-1

Street Sweeping Areas

Larkfied / Wikiup

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.



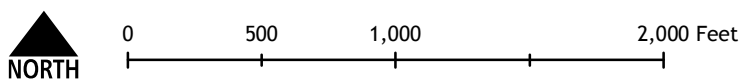
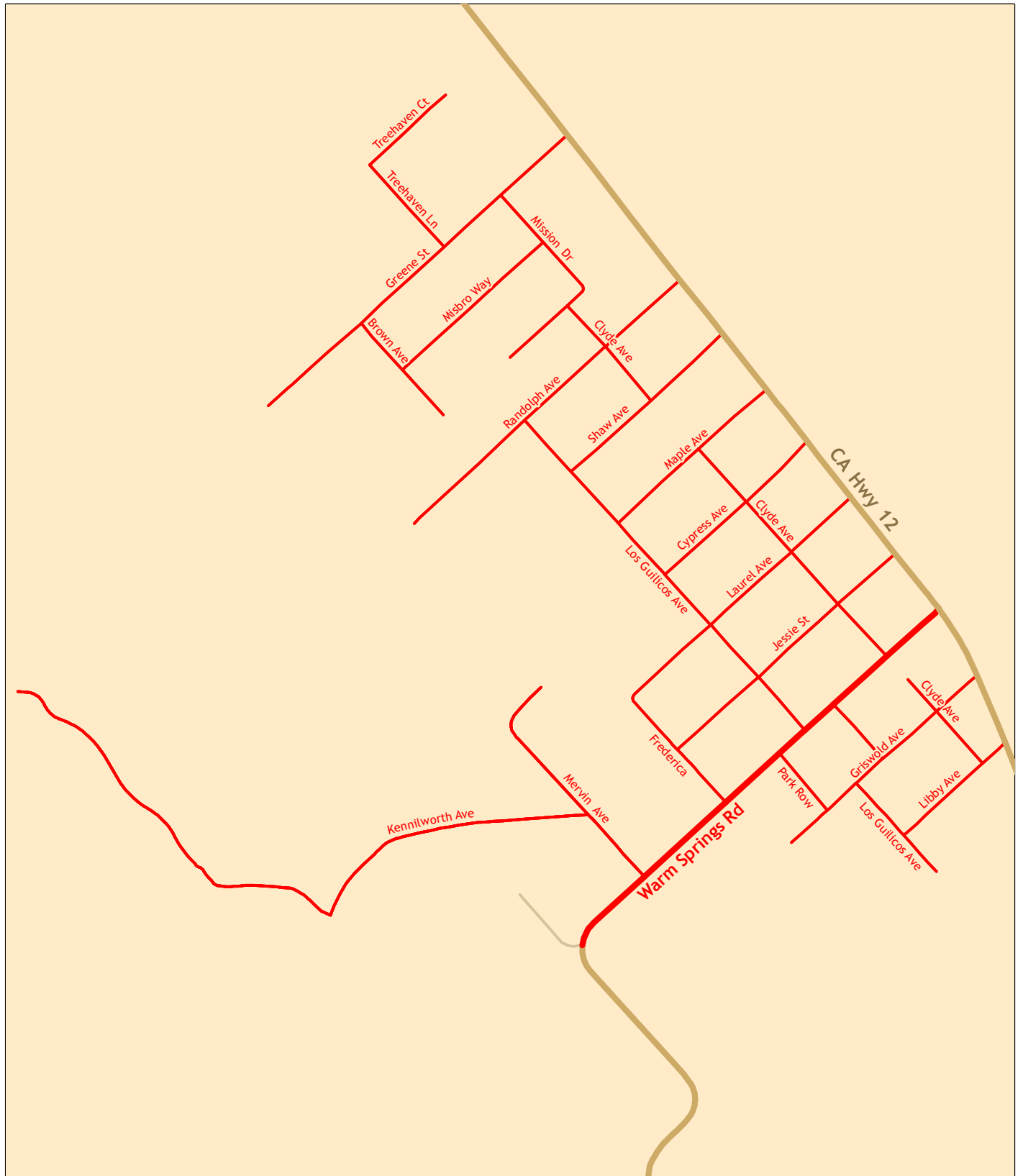
 **Street Sweeping Areas**

Exhibit F-1

Street Sweeping Areas

Kenwood

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.



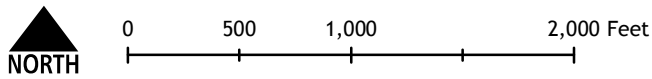
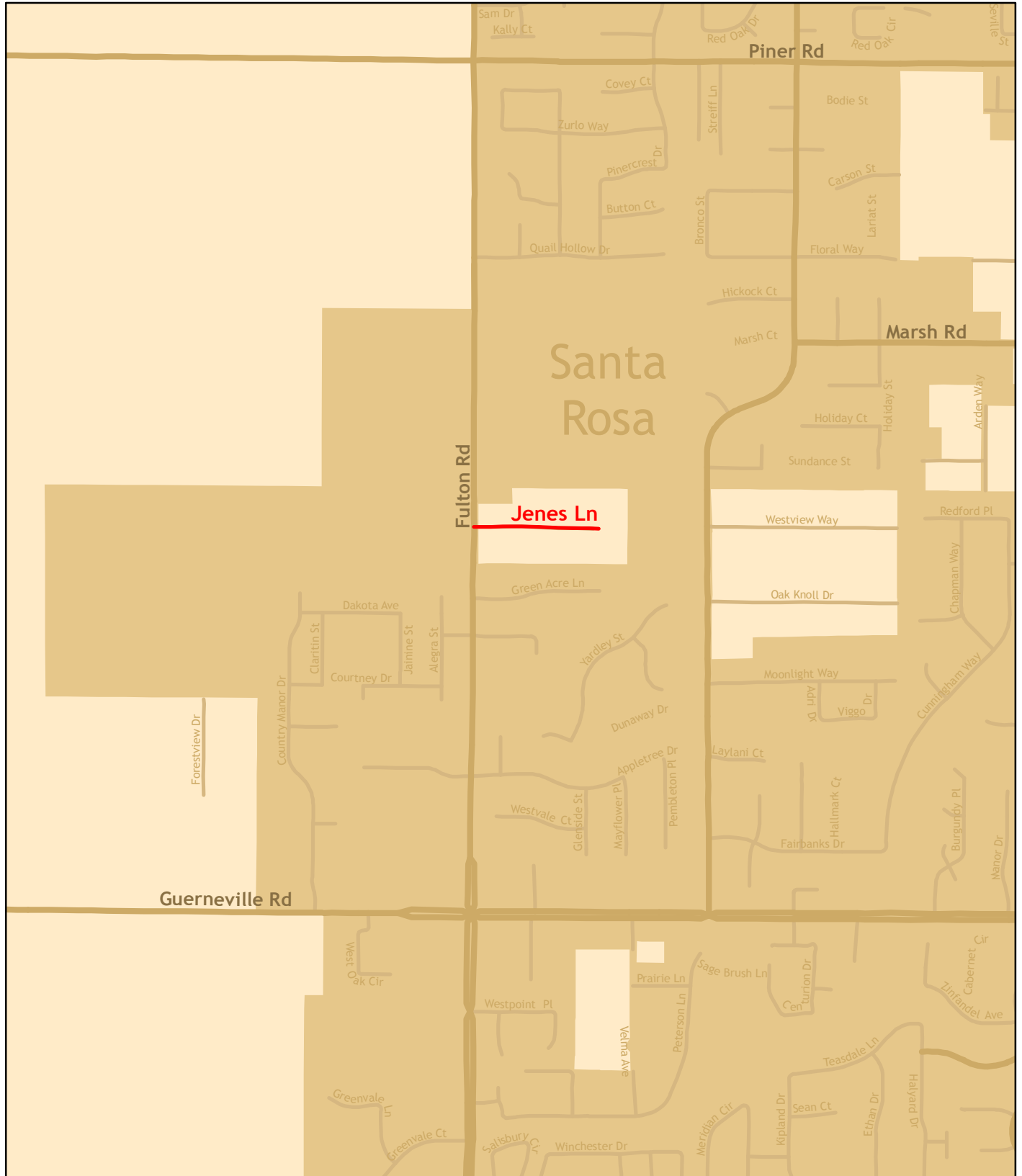
 **Street Sweeping Areas**

Exhibit F-1

Street Sweeping Areas

Jenes Lane

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.

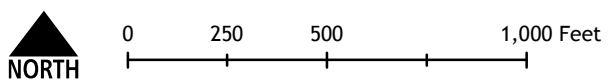
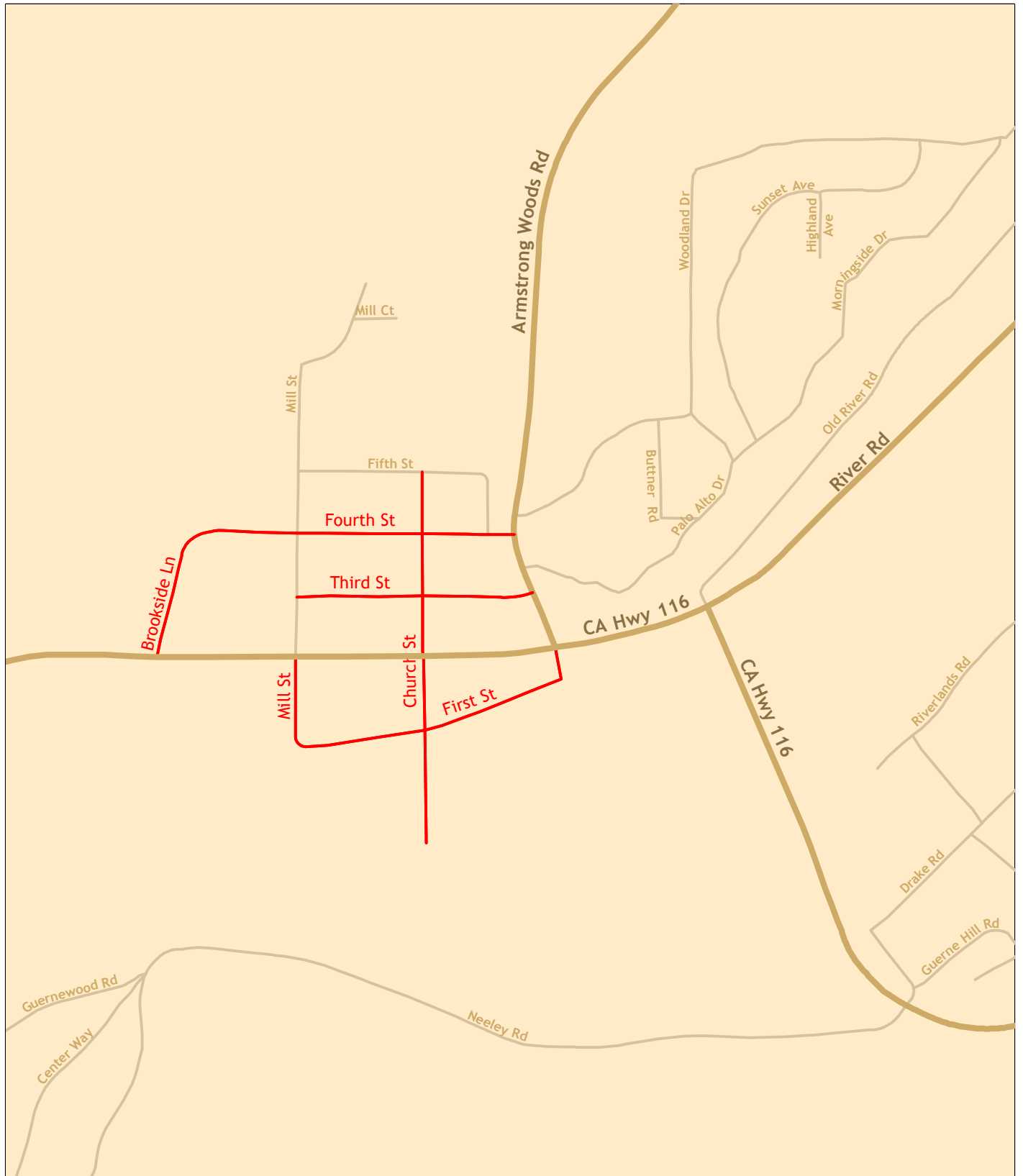


 **Street Sweeping Areas**

Street Sweeping Areas

Guerneville

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
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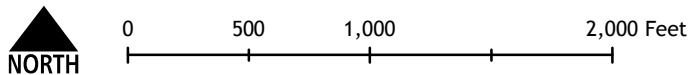
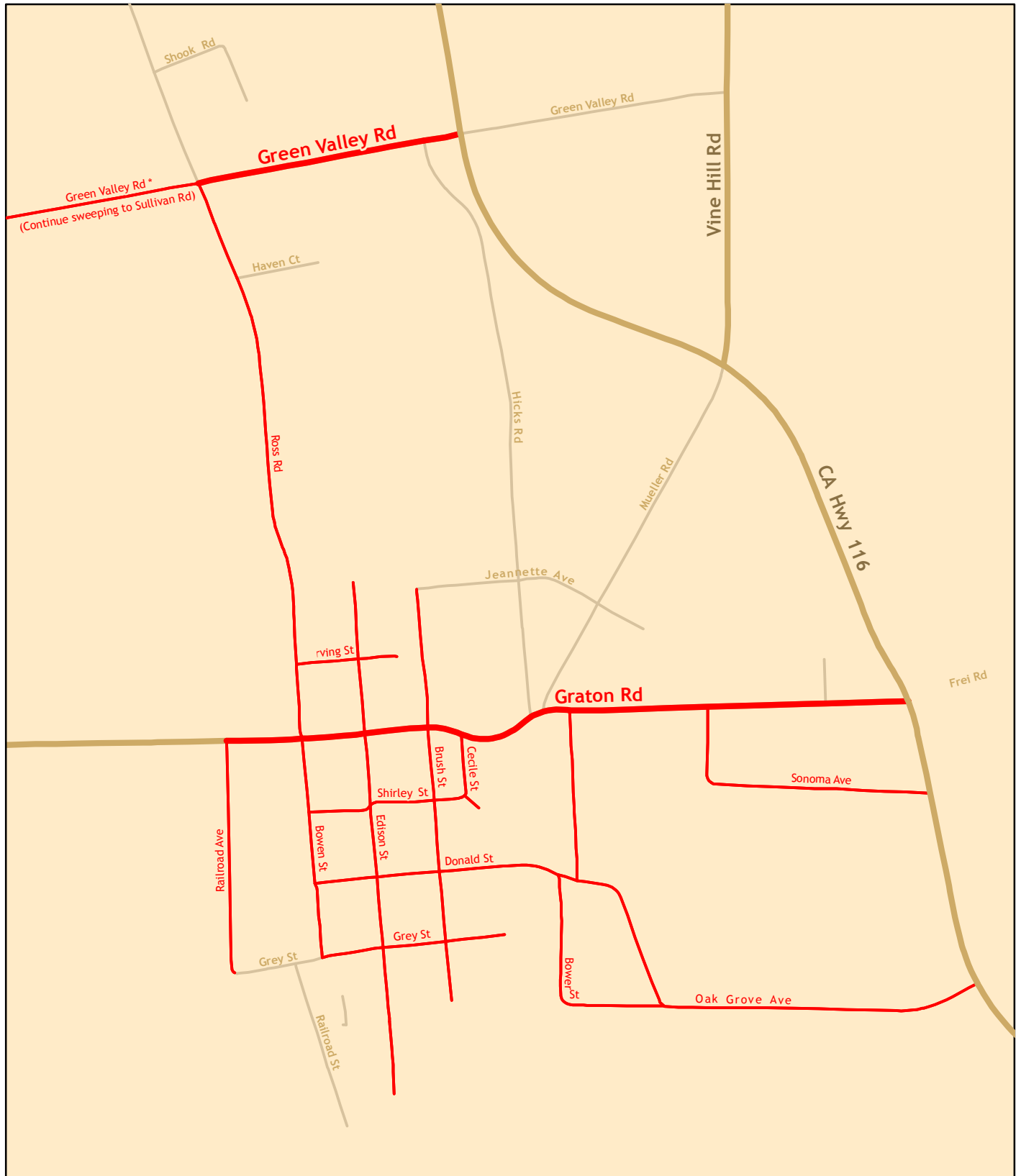


— Street Sweeping Areas

Street Sweeping Areas

Graton

Solid Waste Collection Franchise Agreement
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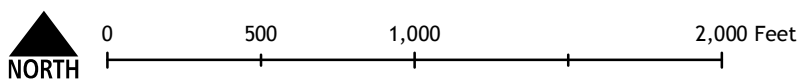
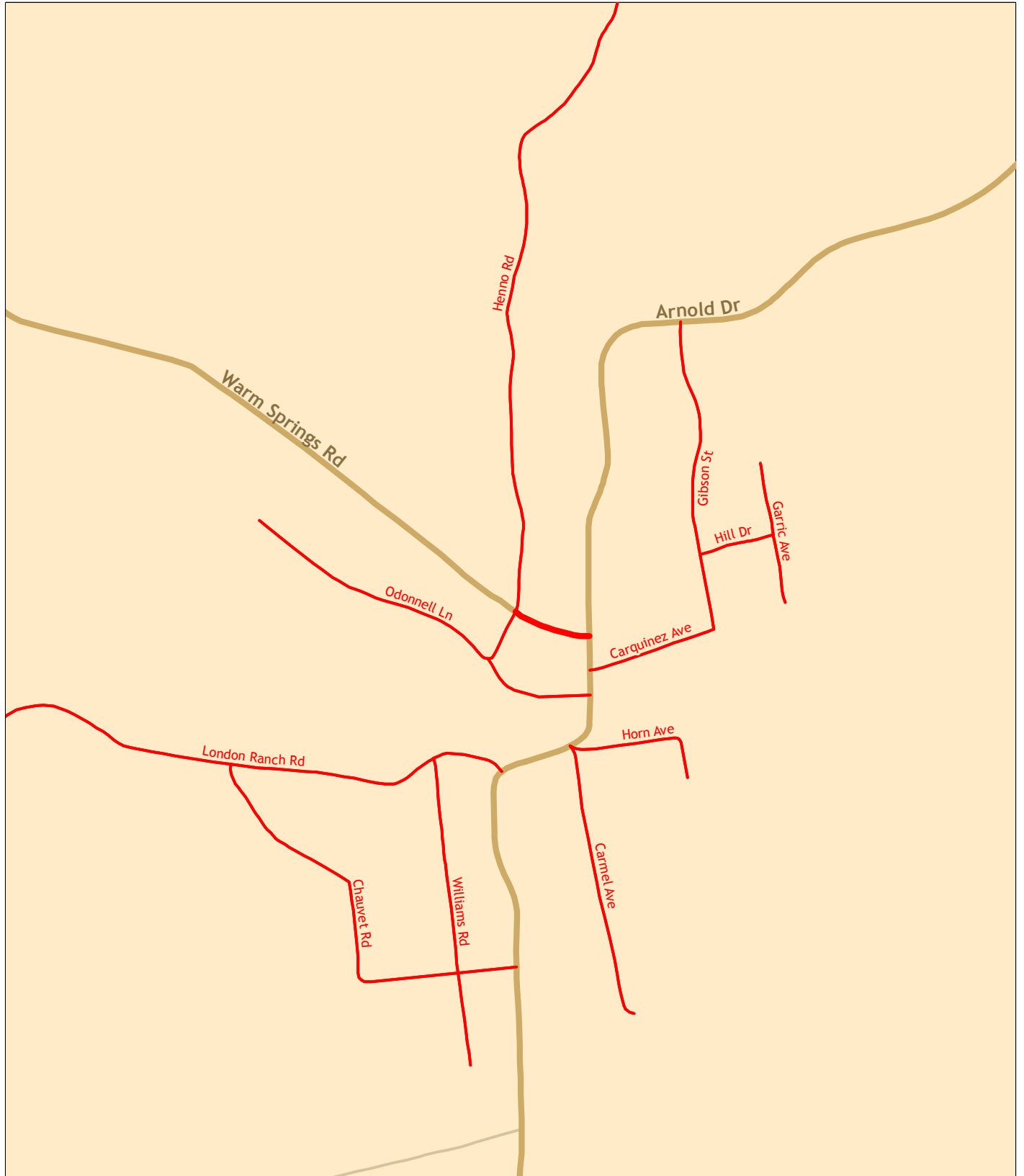
 Street Sweeping Areas

Exhibit F-1

Street Sweeping Areas

Glen Ellen

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.

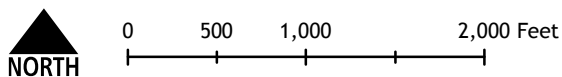
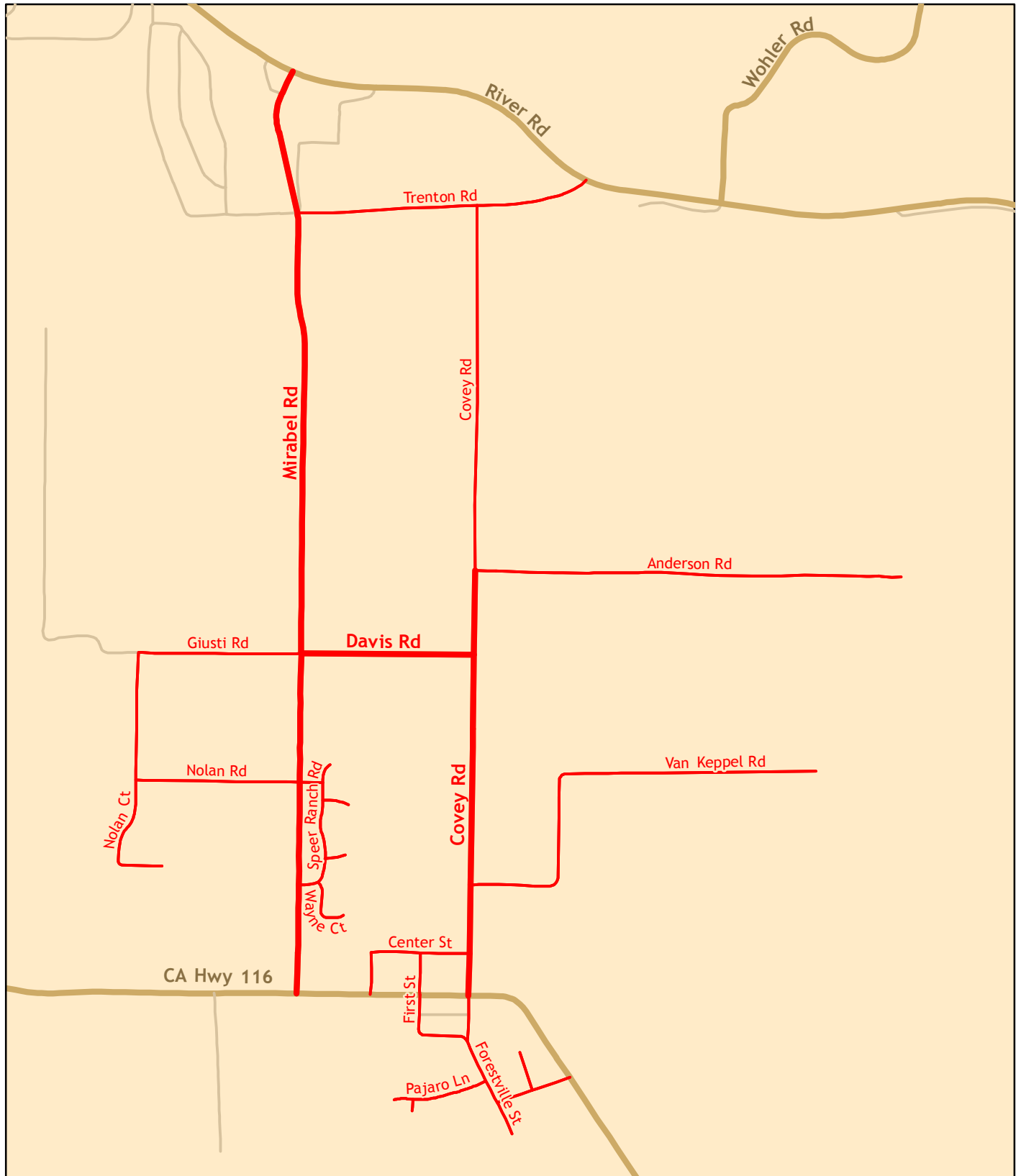


— Street Sweeping Areas

Street Sweeping Areas

Forestville

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.

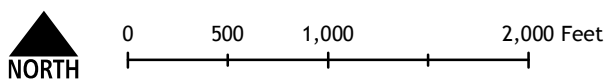
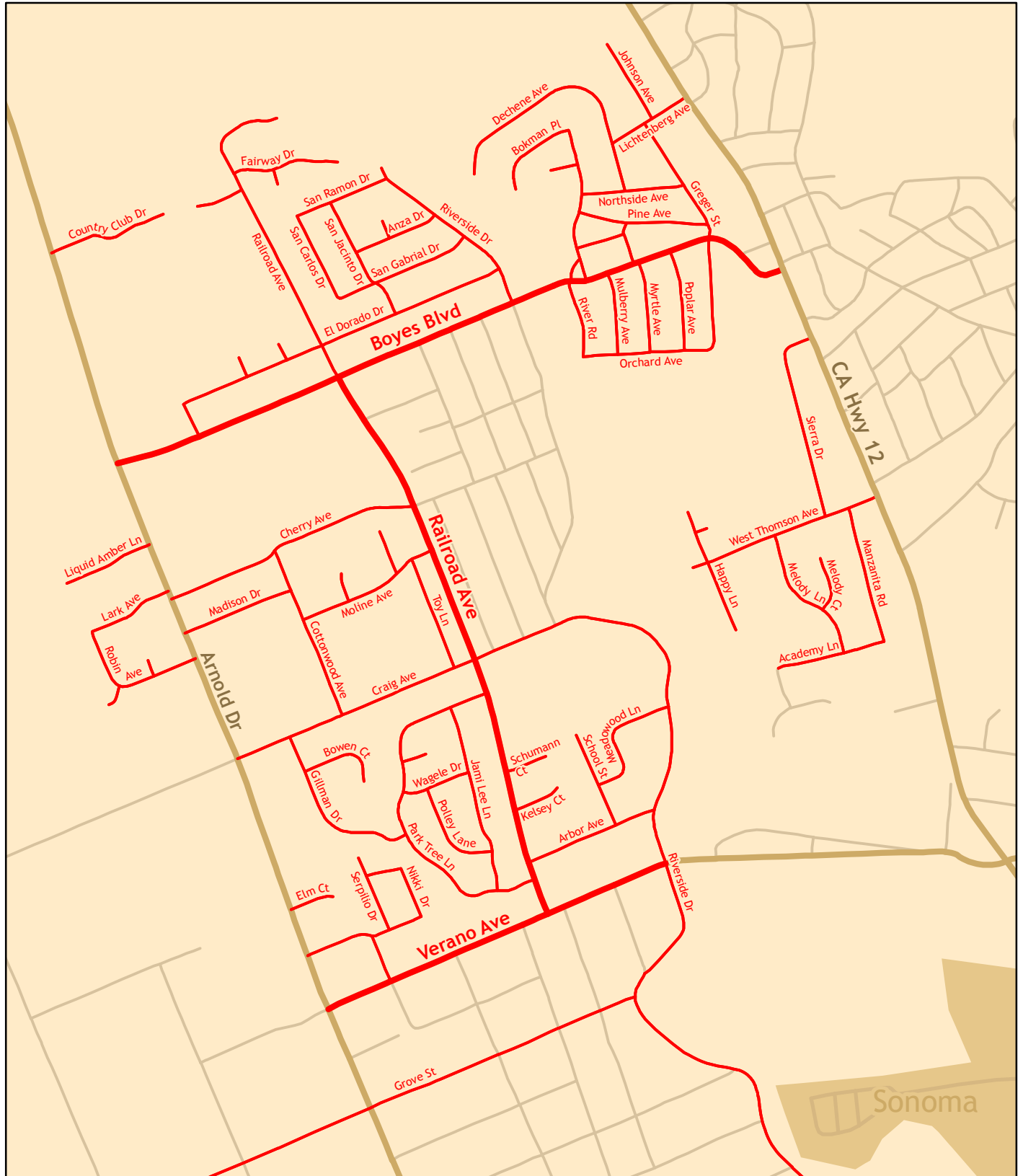


— Street Sweeping Areas

Street Sweeping Areas

Boyes Hot Springs / El Verano

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.

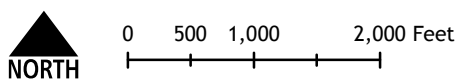
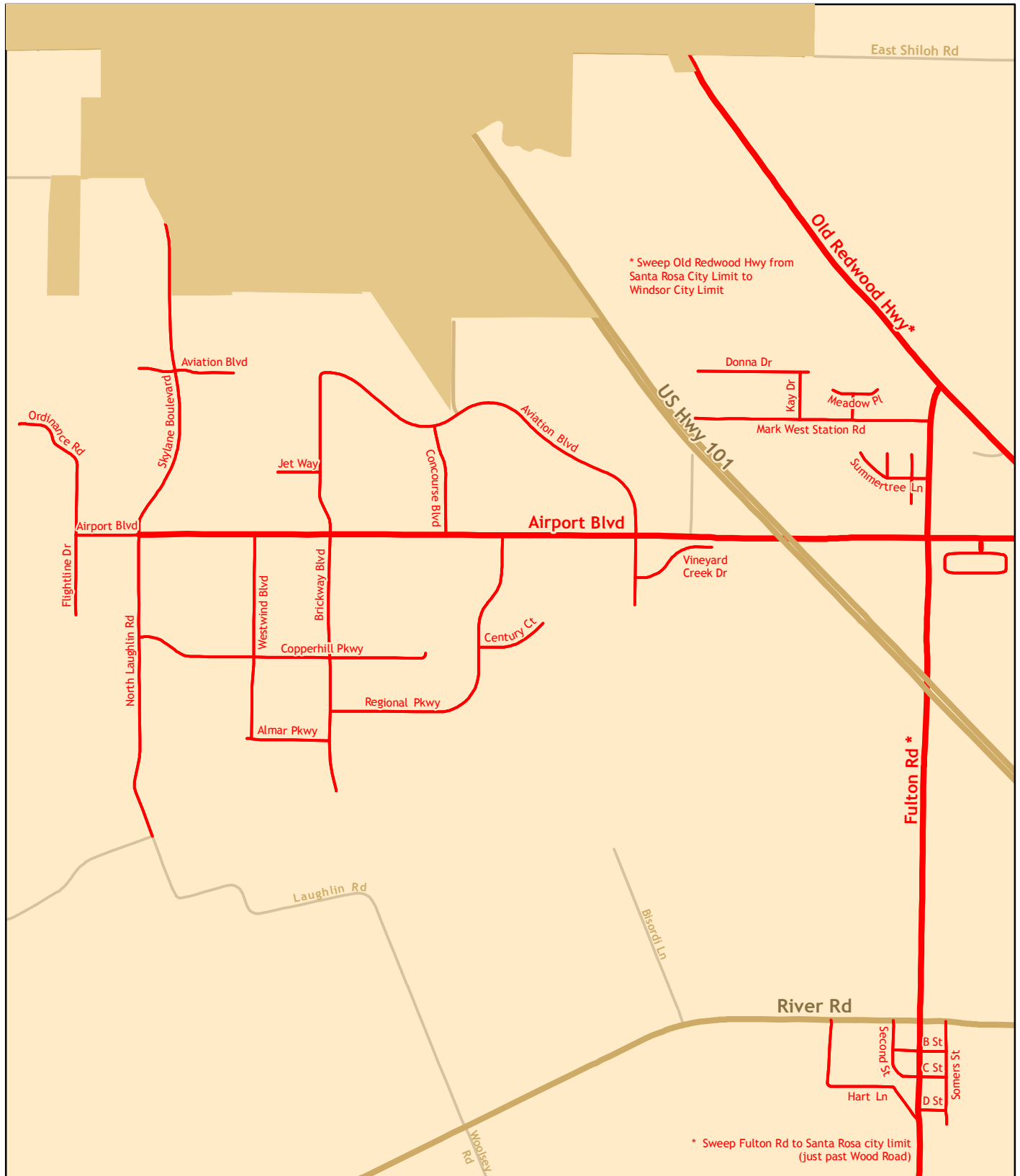


— Street Sweeping Areas

Street Sweeping Areas

Airport / Fulton Area

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.



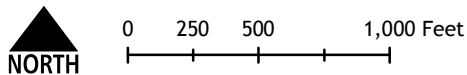
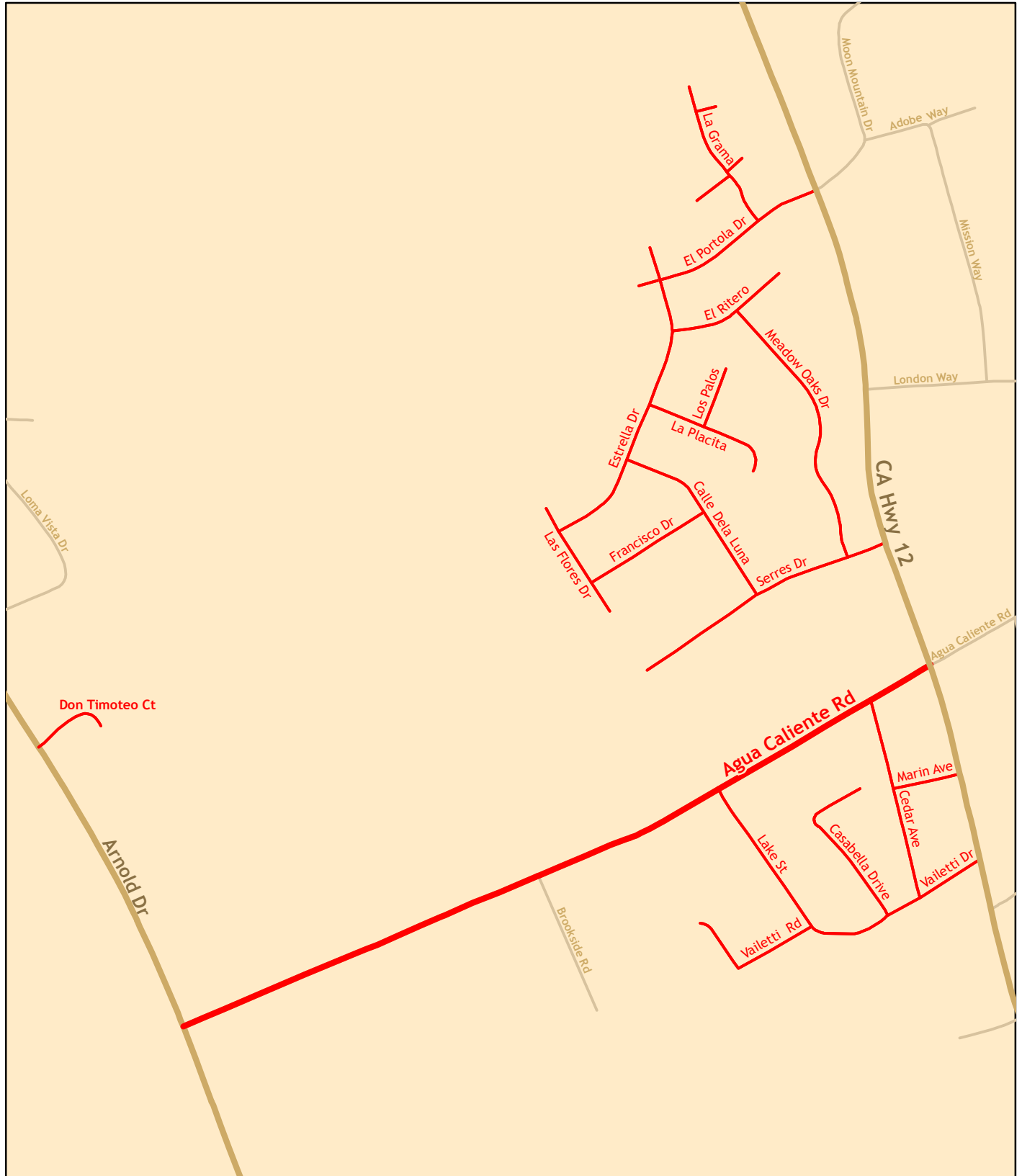
— Street Sweeping Areas

Exhibit F-1

Street Sweeping Areas

Agua Caliente

Solid Waste Collection Franchise Agreement
Between the County of Sonoma and
Redwood Empire Disposal Sonoma County, Inc.



— Street Sweeping Areas



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 42
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 24, 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: Laughlin Road over Mark West Creek Bridge

Recommended Actions:

Approve and authorize Chair to sign an amendment to the Agreement with Creegan + D'Angelo Engineers for engineering services related to the Laughlin Road Bridge Replacement Project extending the term through June 30, 2018.

Executive Summary:

In June 2011 the Board approved an agreement with Creegan + D'Angelo for \$430,498 for engineering services related to the Laughlin Road Bridge Replacement Project (C01318) with a term ending June 30, 2014. The Department is requesting the Board approve and authorize an amendment extending the term of the agreement through June 30, 2018.

Services under the agreement include bridge design services and preparation of construction plans and specifications. The project involves the construction of a new 2-lane bridge, the Brickway Bridge, as an extension of Brickway Boulevard connecting Airport Boulevard with Laughlin Road continuing to the River Road intersection. This extension will replace the existing one-lane bridge and provide two twelve foot-wide travel lanes, two six foot-wide shoulders, and two five foot-wide sidewalks. It is anticipated that this project will result in the relief of traffic congestion that occurs as the road narrows to one lane to cross the existing Laughlin Bridge making travel easier for the estimated 2,300 vehicles that travel this road each day.

To date, Creegan + D'Angelo has completed 65% of the bridge design. The remainder of the design cannot proceed until environmental documents are complete. Caltrans has linked approval of these documents to the completion of the design of the entire section of roadway extending south from the proposed bridge to the intersection of River Road. Since the approval of the original agreement in 2011, a significant portion of funding for the roadway design was diverted to the Airport Interchange project. Transportation and Public Works staff are currently seeking alternate funding to backfill this loss. If the agreement is not amended to allow for additional time, the department risks losing Creegan + D'Angelo

as the primary design consultant which will cause the project to run far over budget. Should the project be cancelled, the department would be required to return all funds spent to date.

An RFP for this project was advertised in accordance with Federal requirements. Following an extensive selection process, Creegan + D'Angelo was selected as the consultant because of their proposed project approach and relevant experience.

Prior Board Actions:

6/21/2011: Board authorized agreement with Creegan + D'Angelo

Strategic Plan Alignment Goal 3: Invest in the Future

The project invests in the future by replacing the existing one lane bridge with a new modern structure that will increase capacity and improve traffic flow.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 67,047		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 59,356
	\$	Fees/Other	\$ 7,691
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 67,047	Total Sources	\$ 67,047

Narrative Explanation of Fiscal Impacts (If Required):

This amendment adds no additional cost to original agreement value of \$430,498; remaining value of contract is \$67,047. This agreement is funded with federal Highway Bridge Program funds matched with traffic mitigation and State Match funds. Appropriations are included in the FY 14-15 Bridge Index budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

This First Amendment (“First Amendment”), dated as of this ___ day of __, 20 ___ (“Effective Date”), is to that certain Agreement for Professional Services by and between the County of Sonoma (hereinafter “County”), and Creegan + D’Angelo Engineers, (hereinafter “Consultant”), dated as of June 21, 2011 (the “Original Agreement,” and as supplemented and amended by this First Amendment, the “Agreement”). County and Consultant are sometimes referred to hereinafter individually as a “party” and collectively as the “parties.”

R E C I T A L S

WHEREAS, County and Consultant previously entered into the Original Agreement to provide engineering services for the Laughlin Road over Mark West Creek Bridge No. 20C0242 at the Brickway Extension over Mark West Creek location, Federal Project Number BHLO-5920(075); and

WHEREAS, County and Consultant desire to amend the Agreement in order to extend the term; and

WHEREAS, in the judgment of the Board of Supervisors of the County of Sonoma, it is necessary and desirable to amend the Agreement as set forth above.

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

A G R E E M E N T

As of the Effective Date, the Agreement shall be deemed to be amended in the following manner:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into and form a part of this Amendment.

2. Section 3 of the Agreement entitled “Term of Agreement” is hereby deleted in its entirety and replaced with the following language:

“The term of this Agreement shall be from the Effective Date to June 30, 2018 unless terminated earlier in accordance with the provisions of Article 4 or Agreement.”

3. Except to the extent the Agreement is specifically amended or supplemented by this First Amendment, the Agreement, together with exhibits, is and shall continue to be in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of County arising thereunder.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY

EXECUTION OF THIS FIRST AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

**CONSULTANT: Creegan + D'Angelo
Engineers**

By: _____

Name:

Title:

Date: _____

COUNTY: COUNTY OF SONOMA

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

By: _____

Department Head

Date: _____

APPROVED AS TO FROM FOR COUNTY:

COUNTY COUNSEL

By:  _____

Deputy County Counsel

Date: 5-23-14 _____

By: _____

Chair, Board of Supervisors

Date: _____

ATTEST:

By: _____

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: 43
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 24, 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):

First District

Title: Adopt a resolution establishing all-way stop controls at the intersection of East Napa Street and Eighth Street East.

Recommended Actions:

Adopt a resolution establishing all-way stop controls at the intersection of East Napa Street (#5506) and Eighth Street East (#5502).

Executive Summary:

The Transportation and Public Works Department is recommending establishing all-way stop controls at the intersection of East Napa Street (#5506) and Eighth Street East (#5502) pursuant to California Vehicle Code Sections 21354 and 21355, granting local agencies the authority to identify appropriate locations and erect stop signs.

This intersection is currently only stop controlled for northbound traffic on Eighth Street East, while cross traffic along East Napa Street does not stop. Historically, vehicles have parked along the shoulders at the northwest and southeast corners of the intersection; however, recent improvements include a widened shoulder on the southwest corner of the intersection to improve sight distance at the intersection in addition to the driveway for a new Regional Parks parking lot that was constructed to support the future Sonoma-Schellville Trail. It is the intent of Regional Parks to open the parking lot to the community following the installation of a no parking zone along the East Napa Street frontage and all-way stop controls at the intersection. All of these improvements are consistent with the development of the future Sonoma-Schellville Trail and will benefit the community in the short-term while final plans for the trail are developed.

With the adoption of this resolution all vehicles traveling on East Napa Street (#5506) and Eighth Street East (#5502) shall stop prior to proceeding through the intersection of East Napa Street and Eighth Street East. This action will improve sight distance issues at the intersection and provide a location where users of the new Regional Parks parking lot can safely cross the street.

Prior Board Actions:			
None.			
Strategic Plan Alignment		Goal 1: Safe, Healthy, and Caring Community	
Improve vehicle, bicycle and pedestrian safety at the intersection.			
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 500		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 500
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 500	Total Sources	\$ 500
Narrative Explanation of Fiscal Impacts (If Required):			
Appropriations are available in the Road Maintenance operating budget for installation of the signage and pavement markings.			
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:			
1. Resolution 2. Location Map			
Related Items "On File" with the Clerk of the Board:			
None.			



County of Sonoma
State of California

Date: June 24, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
establishing all-way stop controls at the intersection of East Napa Street (#5506) and Eighth
Street East (#5502), Sonoma, California.**

Whereas, pursuant to California Vehicle Code Sections 21354 and 21355, local agencies may identify appropriate locations and erect stop signs;

Whereas, Section 32 of the California Vehicle Code states that, whenever local authorities are given the power to take action by ordinance in pursuant to Division 11 or Division 15 of the California Vehicle Code, they shall also have the power to take such action by resolution; and

Whereas, the Department of Transportation and Operations has concluded that all-way stop controls are appropriate at the intersection of East Napa Street and Eighth Street East;

Now, Therefore, Be It Resolved that all vehicles on East Napa Street (#5506) and Eighth Street East (#5502) shall stop prior to proceeding through the intersection of East Napa Street and Eighth Street East.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

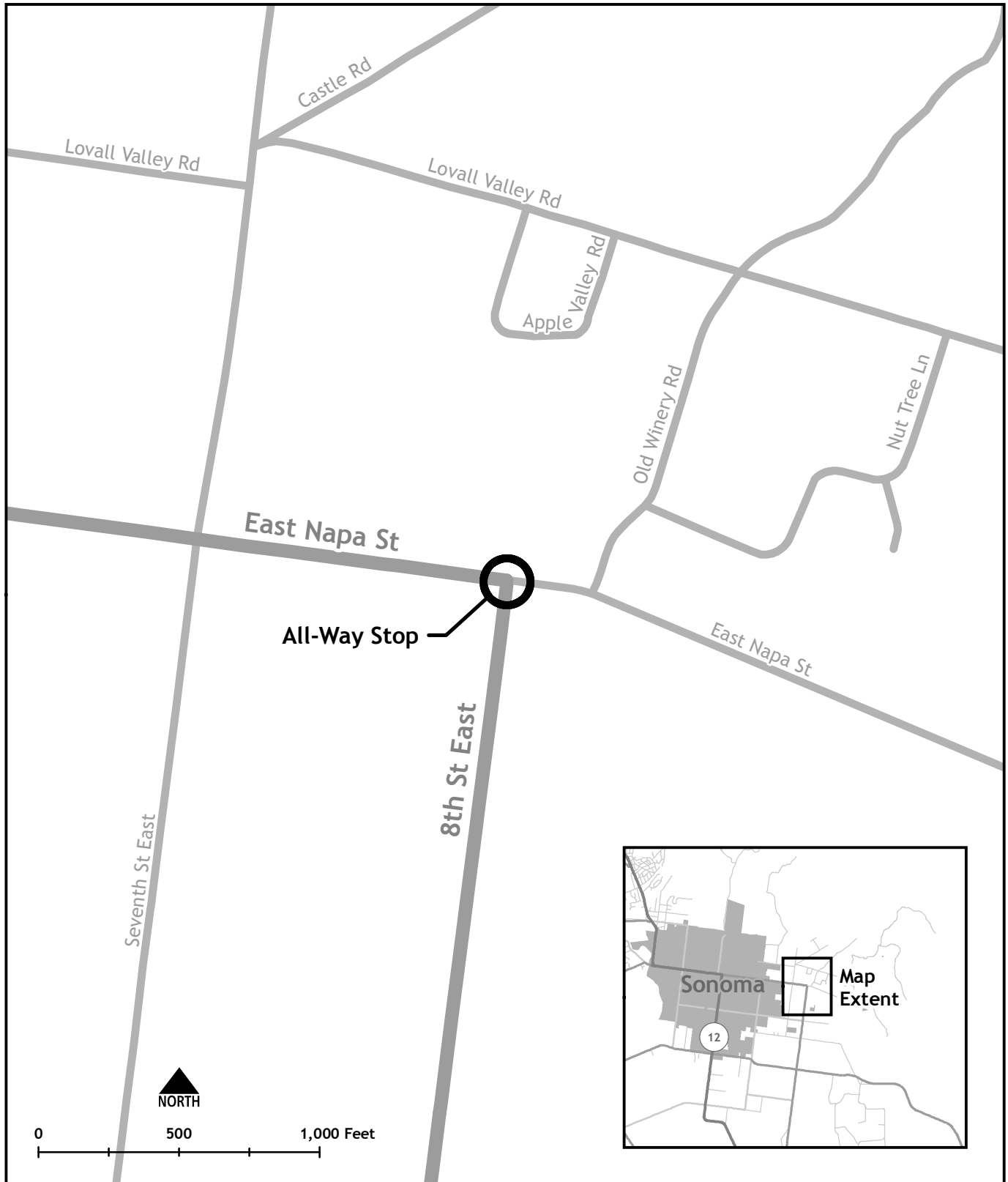
Abstain:

So Ordered.

Location Map

All-Way Stop, E Napa Street & 8th Street East

June, 2014





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 44
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Board of Supervisors (707) 565-2241

Supervisorial District(s):

Title: Minutes of May 20, 2014

Recommended Actions:

Approval.

Executive Summary:

Approval of Minutes –

- (A) Minutes of the Meeting of May 20, 2014 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and
- (B) Minutes of the Meeting of May 20, 2014 of the Sonoma Valley County Sanitation District

Prior Board Actions:

None.

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

N/A

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

Minutes

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

None

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

TUESDAY

MAY 20, 2014

8:30 A.M.

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

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

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

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

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

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

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

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

8:33 A.M. CALL TO ORDER

8:33 A.M. Chairman Rabbitt called the meeting to order.

Supervisors Present Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, Efren Carrillo

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

Chairman Rabbitt presiding.

PLEDGE OF ALLEGIANCE

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

II. BOARD MEMBER ANNOUNCEMENTS

Supervisor Gorin announced that she had attended the North Bay Water Reuse Authority meeting; the Sonoma County First 5 Commission meeting; and the California State Association of Counties Legislative Conference.

Supervisor Zane announced that she will be attending a Community Forum on the Santa Rosa Plain Ground Water Management Plan in Rohnert Park on May 21, 2014 and in Santa Rosa on May 28, 2014; will facilitate an event to assist Community Based Organizations on how to create successful strategies for doing business with the County on May 22, 2014; and attended the Sonoma County Healthy Aging Collaborative meeting.

Supervisor McGuire reported that he had attended the Long Term Road Ad Hoc Committee meeting; the Santa Rosa Plain Ground Water Management Plan study town hall meeting; the Coho Salmon Recovery Roundtable with Congressman Thompson and Assemblyman Huffman; and invited members of the public to the History Parade.

Supervisor Carrillo provided an update on the Biological Opinion and provisions made to the Water Resources Reform and Development Act Bill and announced that he had attended the California State Association of Counties Legislative Conference.

Chairman Rabbitt announced that he had attended the California State Association of Counties Legislative Conference; the Association of Bay Area Governments Board meeting; and the North Bay Water Reuse Authority meeting.

III. CONSENT CALENDAR (Items 1 through 37)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 7)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution recognizing the week of May 18 - 24, 2014 as National Public Works Week and congratulate the County Engineers Association of California (CEAC) on their 100th anniversary. (Transportation and Public Works)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0202

2. Adopt a Gold Resolution proclaiming the week of June 1-8, 2014 as National Beach Safety Week and adopt a Gold Resolution recognizing Kieran Andrews as the United States Lifesaving Association's 2013 Junior Lifeguard of the Year. (Regional Parks)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0203, 14-0204

3. Adopt a Gold Resolution honoring veterans of the armed services and recognizing May 26, 2014 as "Memorial Day" in Sonoma County. (Human Services)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0205

4. Adopt a Gold Resolution proclaiming May 2014 as Older Americans Month in Sonoma County. (Human Services)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0206

PRESENTATIONS AT DIFFERENT DATE

5. Adopt a Gold Resolution congratulating California State Parks on its 150th Anniversary. (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0207

6. Adopt three Gold Resolutions congratulating Pam Gibson, Ligia Booker, and Kimberly Blattner on being named a Sonoma Valley Hospital Foundation 2014 Pulse Award Recipient. (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0208 a-c

CONSENT CALENDAR (Continued)

7. Adopt a Gold Resolution proclaiming the week of May 18 - May 24, 2014 as Emergency Medical Services Week in Sonoma County. (Health Services)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0209

OCCIDENTAL COUNTY SANITATION DISTRICT

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

8. Adopt a Resolution authorizing the General Manager of the Occidental County Sanitation District to: a) file a grant application for funding the Occidental Reclamation and Storage Project for development of feasibility studies pursuant to Title XVI Water Reclamation and Reuse Program; b) execute a cooperative agreement with the United States Bureau of Reclamation; and c) take all actions necessary to carry out the project and implement the grant agreement. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0210

SONOMA COUNTY WATER AGENCY

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

9. Adopt a Resolution adjusting flood control and drainage review fees for review of city subdivisions and other developments effective July 1, 2014.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0211

10. Adopt a Resolution authorizing the General Manager of the Sonoma County Water Agency, or his designee, to: a) file a grant application for funding the North Bay Water Reuse Program for development of feasibility studies pursuant to Title XVI Water Reclamation and Reuse Program; b) execute a cooperative agreement with the United States Bureau of Reclamation; and c) take all actions necessary to carry out the project and implement the grant agreement. (First and Second Districts)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0212

11. Authorize the General Manager to sign the agreement for Scientific and Educational Cooperation between the Regents of the University of California on behalf of Scripps Institution of Oceanography, University of California, San Diego and the Sonoma County Water Agency for a period of 5 years.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

RECUSED: David Rabbitt.

CONSENT CALENDAR (Continued)

SONOMA COUNTY WATER AGENCY

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, Rouse)

AND

COUNTY COUNSEL

12. Labor Compliance Programs:

- (A) Authorize the General Manager of the Sonoma County Water Agency (Water Agency) to execute agreements with North Valley Labor Compliance Services for As-Needed Labor Compliance Services for the Water Agency and Sonoma Valley County Sanitation District (District) (\$75,000 and \$15,000, respectively, term thru March 30, 2016);
- (B) Authorize the General Manager of the Water Agency to execute agreements with the Law Offices of Deborah Wilder for as-needed specialized prevailing wage representation on behalf of As-Needed Legal Services for the Water Agency and the District (each \$15,000, term thru March 30, 2016);
- (C) Adopt two Resolutions approving Labor Compliance Programs (Programs); authorizing North Valley Labor Compliance Services to submit such Programs to the California Department of Industrial Relations for review and approval; authorizing North Valley Labor Compliance Services to enforce the Programs; and authorizing Deborah Wilder to represent the Water Agency and District as necessary in the event that an enforcement action undertaken pursuant to the adopted Programs is appealed to the Department of Industrial Relations. (4/5 vote required)

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution No. 14-0213

Sonoma Valley County Sanitation District

Board Action: Approved as Recommended
AYES: David Rabbitt, Susan Gorin
ABSENT: Tom Rouse

Approved by Resolution No. 14-0214

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

- 13. Authorize the Chair to enter into a one-year professional services agreement for internal audit services with TAP International, Inc. for a maximum, not-to-exceed price of \$180,000, and authorize the ACTTC to extend the agreement for as many as three one-year periods.

Board Action: Approved as Recommended
UNANIMOUS VOTE

- 14. Review and accept the Audit report of the Sonoma County Health Plan - Internal Service Fund for the Fiscal Year ended June 30, 2012.

Board Action: Approved as Recommended
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

15. Review and accept the Cal-Card Audit Report.

Speakers:

David Sundstrom, Auditor-Controller-Treasurer-Tax Collector
Jose Obregon, General Services Department Director

Board Action: Approved as Recommended
UNANIMOUS VOTE

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR /
COUNTY ADMINISTRATOR

16. Accept the Sonoma County Advertising Fund Agreed-Upon Procedures Report for the Fiscal Year ended June 30, 2012.

Board Action: Approved as Recommended
UNANIMOUS VOTE

CLERK-RECORDER-ASSESSOR

17. Authorize the County Clerk-Recorder-Assessor to execute a three-year agreement with the YWCA to provide domestic violence services pursuant to SB 1246 (Section 18305, Welfare and Institutions Code), for the period of July 1, 2014 through June 30, 2017.

Board Action: Approved as Recommended
UNANIMOUS VOTE

COUNTY ADMINISTRATOR / COUNTY COUNSEL

18. Approve the amended Assessment Appeals Board Rules to improve government efficiency and expedite the appeals process.

Board Action: Approved as Recommended
UNANIMOUS VOTE

COUNTY ADMINISTRATOR / COUNTY COUNSEL /
PERMIT AND RESOURCE MANAGEMENT
AND

SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

19. Authorize the Chair to sign and submit comments to the Bureau of Indian Affairs on the Final Environmental Impact Statement for the Cloverdale Rancheria of Pomo Indians Fee-to-Trust and Resort Casino Project. (Fourth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

FIRE AND EMERGENCY SERVICES

20. Authorize the Fire and Emergency Services Department Director to execute an agreement with Intergraph Corporation to perform an Urban Areas Security Initiative (UASI) funded, regional interoperable communications project, Redwood Empire Dispatch Communications Authority (REDCOM) Computer Aided Dispatch (CAD) to CAL FIRE CAD.

Board Action: Approved as Recommended
UNANIMOUS VOTE

GENERAL SERVICES / COUNTY ADMINISTRATOR / REGIONAL PARKS /
TRANSPORTATION AND PUBLIC WORKS

AND

SONOMA COUNTY WATER AGENCY

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

21. Receive the recommended five-year Capital Project Plan for the period Fiscal Year 2014-2015 through Fiscal Year 2018-2019 and direct staff to submit the Plan to the Sonoma County Planning Commission for General Plan consistency review.

Board Action: Approved as Recommended
UNANIMOUS VOTE

GENERAL SERVICES / HEALTH SERVICES

22. Authorize the Clerk to publish a notice, declaring the Board's intention 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.

Board Action: Approved as Recommended
UNANIMOUS VOTE

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)

23. Authorize the Director of Human Resources to execute an amendment to the current agreement with The Permanente Medical Group, Inc. for occupational health services to increase the maximum contract amount from \$100,000 to \$175,000 for the current year's term July 1, 2013 through June 30, 2014; and Authorize the Director of Human Resources

CONSENT CALENDAR (Continued)

Item #23 Continued

to execute a new agreement with The Permanente Medical Group, Inc. for occupational health services in an amount not to exceed \$600,000 for a three year term from July 1, 2014 through June 30, 2017.

Board Action: Approved as Recommended

UNANIMOUS VOTE

24. Adopt a Concurrent Resolution approving a Side Letter Agreement between the County and SEIU, amending Section 14.3.1 of the 2013 - 2015 MOU to increase flexibility for scheduling holiday hours; and adopt a Concurrent Resolution amending Salary Resolution No. 95-0926 Section 21.4, to increase flexibility for scheduling holiday hours

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution Nos. 14-0215, 14-0216

HUMAN SERVICES

25. Approve the Area Agency on Aging Fiscal Year 2014-15 Area Plan Update and authorize the Chair to sign the Transmittal Letter to California Department of Aging.

Board Action: Approved as Recommended

UNANIMOUS VOTE

26. Authorize the Director of Human Services to execute amendments to increase service provider agreements from federal One-Time-Only funding for senior nutrition services for Council on Aging by \$16,561; and Petaluma People Services Center by \$3,884 for a total of \$20,445 Fiscal Year 2013-14. Both contracts have terms beginning July 1, 2013 and ending June 30, 2014.

Board Action: Approved as Recommended

UNANIMOUS VOTE

27. Authorize the Director of Human Services Department to sign and execute an agreement with the California Healthcare Foundation for a grant of \$20,000 awarded to the Department to support the Sonoma County Advance Care Planning Community Initiative for the period March 21, 2014 through March 15, 2015.

Board Action: Approved as Recommended

UNANIMOUS VOTE

28. Adopt the Resolution authorizing Director of Human Services to sign and execute the Sonoma County Area Agency on Aging Health Insurance Counseling & Advocacy Program (HICAP) Standard Agreement #HI-1415-27 with the California Department of Aging for the term of April 1, 2014 through June 30, 2015 in the amount of \$623,006 and authorize the Director of Human Services Department to amend and execute future Standard Agreement amendments for increases to future revenue from the California Department of Aging (Majority vote required); and Adopt a Resolution authorizing budgetary adjustments

CONSENT CALENDAR (Continued)

Item #28 Continued

to the 2013-2014 final budget for the Human Services Department in the amount of \$126,803 for the HICAP program (4/5 vote required).

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution Nos. 14-0217, 14-0218

29. Authorize the Director of the Human Services Department to execute an amendment to the contract with Conservation Corps North Bay for the Sonoma County Youth Ecology Corps; and to increase the contract amount by \$150,164, for a new amount not to exceed amount of \$855,612, with no change to the term of July 1, 2013 to June 30, 2014.

Board Action: Approved as Recommended

UNANIMOUS VOTE

NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

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

30. Approve out-of-state travel request for the Air Pollution Control Officer to speak at the Environmental Protection Agency Technology Forum "Air Sensors 2014: A New Frontier - Monitoring Technology for Today's World" in Research Triangle Park, NC (June 9 & 10, 2014).

Board Action: Approved as Recommended

UNANIMOUS VOTE

PROBATION

31. Adopt a Resolution authorizing the Chief Probation Officer to execute an Agreement with the California Department of Parks and Recreation, for payment by the California Department of Parks and Recreation not to exceed \$158,936 for the rehabilitation of the existing day-use facilities at Hendy Woods State Park by the Supervised Adult Crew, commencing in June, 2014, through June 30, 2015.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0219

REGIONAL PARKS

32. Authorize the Regional Parks Director to amend the professional services agreement with Moore Iacofano Goltsman, Inc. (MIG) to provide additional community outreach and assessment consulting services for the Sonoma County Integrated Parks Plan for the period of May 20, 2014 through November 30, 2014, in an amount not to exceed \$100,000, for a new contract maximum of \$325,000 and to extend the contract term for six (6) months to June 30, 2015.

Speaker:

Duane De Witt

Board Action: Approved as Recommended

UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

TRANSPORTATION AND PUBLIC WORKS

33. Adopt a Resolution authorizing the filing of a claim with the Metropolitan Transportation Commission (MTC) for allocation of Transportation Development Act (TDA) and State Transit Assistance (STA) funds in the amount of \$10,150,325 for Fiscal Year 2014-15.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0220

34. Adopt a Resolution authorizing the Chair to execute State Match Program Agreement No. X14-5920(143) for advancement of up to \$100,000 in Streets and Highways Code Section 182.9 State Highway Account funds to be used as match for federally funded projects.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0221

35. Approve and authorize Chair to execute an agreement with Piseni & Brinker, LLP for Transit Audit Services for an amount totaling \$109,800 for three years with a term ending December 31, 2016; and Authorize the Director of Transportation and Public Works to execute up to two (2) one (1) year extensions subject to County Counsel approval.

Board Action: Approved as Recommended

UNANIMOUS VOTE

36. Approve and authorize the Director of Transportation and Public Works to (1) execute a contract change order with OC Jones for the Runway Safety Area Enhancement Project (W12016) for a total amount of \$1,767,797, (2) execute an acknowledgement regarding the underlying facts; and (3) approve additional no-cost or cost-saving change orders on behalf of the Board. (4/5 vote required) (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

APPOINTMENTS/REAPPOINTMENTS

(Item 37)

37. Appoint Patrick Hurley to the Alcohol and Drug Problems Advisory Board, effective May 21, 2014 and expiring on May 21, 2017. (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

9:15 A.M. Supervisor Carrillo left the meeting

9:16 A.M. Supervisor Zane left the meeting

9:17 A.M. Supervisor Carrillo and Supervisor Zane rejoined the meeting

10:05 A.M. The Board recessed

10:18 A.M. The Board reconvened

Chairman Rabbitt announced that the Board would hear Regular Item #40 first.

IV. REGULAR CALENDAR (Items 38 through 45)

HEALTH SERVICES

38. Accept the Sonoma County Community Health Assessment Report: A Portrait of Sonoma County.

11:00 A.M.

Present:

Rita Scardaci, Director of Health Services

Brian Vaughn, Director of the Health Policy, Planning and Evaluation Division of the
Department of Health Services

Oscar Chavez, Assistant Director of the Human Services Department

Beth Brown, CEO, Community Foundation

Peter Rumble, Deputy County Administrator

Speakers:

Duane De Witt

Joseph McIntyre

Board Action: Accept the Sonoma County Community Health Assessment Report: A Portrait of Sonoma County; and Direct staff to utilize report as an advisory tool for strategic planning, decision-making, and impact evaluation.

UNANIMOUS VOTE

39. Investments in Education:

- (A) Authorize the Director of Health Services to execute an agreement with LandsPaths for outdoor leadership and stewardship training for at-risk youth for the period May 1, 2014 through November 14, 2016 in an amount not to exceed \$120,000.
- (B) Authorize the Director of Health Services to execute an agreement with 10,000 Degrees to provide scholarships to assist low-income predominantly Medicaid eligible students pursuing higher education in health and mental health related fields for the period May 1, 2014 to November 14, 2016 in an amount not to exceed \$255,000.
- (C) Authorize the Director of Health Services to execute an agreement with Sonoma County Office of Education for coordinating Work-Based Learning, expanding Work-Based Learning opportunities for students, and developing and implementing course models for the period May 1, 2014 to June 30, 2016 in an amount not to exceed \$225,000.

12:27 P.M.

Present:

Brian Vaughn, Director of the Health Policy, Planning and Evaluation Division of the
Department of Health Services

REGULAR CALENDAR (Continued)

Item #39 Continued

Speakers:

Duane De Witt

Lisa Carreno

Dan Blake

Board Action: Approved as Recommended

UNANIMOUS VOTE

SONOMA COUNTY WATER AGENCY
OCCIDENTAL COUNTY SANITATION DISTRICT
RUSSIAN RIVER COUNTY SANITATION DISTRICT
SOUTH PARK COUNTY SANITATION DISTRICT
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)
AND
SONOMA VALLEY COUNTY SANITATION DISTRICT
(Directors: Gorin, Rabbitt, Rouse)

40. Sewer Rates and Written Report of Charges - Conduct a public hearing and:

- (A) Adopt Resolutions (5) overruling objections, adopting a report on charges for sewage services, and confirming charges for Airport-Larkfield-Wikiup Sanitation Zone, Geyserville Sanitation Zone, Penngrove Sanitation Zone, Sea Ranch Sanitation Zone, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District.
- (B) Adopt an Ordinance setting sewer service charges, on behalf of Sonoma County Water Agency Sanitation Zones Airport-Larkfield-Wikiup, Geyserville, Penngrove, and Sea Ranch, calling for collection on the tax roll for all Zones, and remaining in effect until modified by the Board, and making findings and determination of exemption pursuant to the California Environmental Quality Act.
- (C) Adopted Ordinances (4) for the Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District and South Park County Sanitation District, setting sewer service charges, calling for collection on the tax roll, and remaining in effect until modified by the Board, and making findings and determination of exemption pursuant to the California Environmental Quality Act. (2/3 vote required) (4/5 vote required)

10:18 A.M.

Present:

Mike Thompson, Sonoma County Water Agency Assistant General Manager,
Lynne Rosselli, Sonoma County Water Agency Administrative Services Officer
Brad Sherwood, Sonoma County Water Agency Principal Program Specialist

REGULAR CALENDAR (Continued)

Item #40 Continued

10:47 A.M. Public Hearing opened

Duane De Witt

Barb Gonnella

10:52 A.M. Public Hearing closed

Board Action: Approved as Recommended
UNANIMOUS VOTE

Sonoma Valley County Sanitation District

Board Action: Approved as Recommended

AYES: David Rabbitt, Susan Gorin

ABSENT: Tom Rouse

Approved by Resolution Nos. 14-0223, 14-0224, 14-0225, 14-0226, 14-0227

Approved by Ordinance Nos. 6069, 6070, 6071, 6072, 6073

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

41. Pole Mountain Acquisition - Adopt a Resolution of the Board of Directors of Sonoma County Agricultural Preservation and Open Space District (District) for the acquisition of a conservation easement and recreation covenant over the Pole Mountain property located at 4285 Muniz Ranch Road in Jenner, in an amount not to exceed \$1,000,000 and other necessary actions. (Fifth District)

12:44 P.M.

Present:

Misti Arias, Open Space District Program Manager

Sara Press, Associate Open Space Planner

Speakers:

Amy Chestnut

Bill Keene, General Manager, Agricultural Preservation and Open Space District

Chairman Rabbitt announced that the Board would keep item #41 open and not record a vote until the Board reviewed the Certificate of Acceptance - Recreation Covenant on file with the Clerk.

1:06 P.M. The Board moved to item #42.

1:09 P.M. The Board resumed item #41.

Board Action:

Adopt a Resolution of the Board of Directors of Sonoma County Agricultural Preservation and Open Space District (District) for the acquisition of a conservation easement and recreation covenant over the Pole Mountain property in an amount not to exceed \$1,000,000; determining

REGULAR CALENDAR (Continued)

Item #41 Continued

that the acquisition is consistent with the 2020 Sonoma County General Plan and the District's Expenditure Plan; authorizing the execution of the Conservation Easement and Recreation Covenant and associated Certificates of Acceptance; directing preparation of escrow instructions; and directing the filing of a Notice of Exemption in compliance with the California Environmental Quality Act.

UNANIMOUS VOTE

Approved by Resolution No. 14-0228

TRANSPORTATION AND PUBLIC WORKS

42. Adopt a Resolution introducing, reading title of and waiving further reading of an ordinance establishing a no parking zone along both sides of Alpine Road (#87001), beginning at the centerline of Calistoga Road and extending northerly for a distance of 0.86 miles to its terminus. (First Reading) (First District)

1:06 P.M.

Present:

Jason Nutt, Deputy Director of Transportation and Public Works

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0229

FIRE AND EMERGENCY SERVICES

43. Receive update on response to drought and adopt a Resolution proclaiming a drought emergency in Sonoma County for an extension of 30 days and other necessary actions to implement a Chipper Program.

2:21 P.M.

Present:

Chris Helgren, Emergency Manager, Fire and Emergency Services

Al Terrell, Fire Chief, Fire and Emergency Services

Brad Sherwood, Principal Program Specialist, Sonoma County Water Agency

Peter Rumble, Deputy County Administrator, County Administrator's Office

Speakers:

Peter Tscherneff

Board Action: Approve as Recommended and authorize staff the administrative authority to execute any Memorandum of Understanding, contracts, or agreements in order to move forward with the Chipper program.

UNANIMOUS VOTE

Approved by Resolution Number 14-0230

REGULAR CALENDAR (Continued)

SONOMA COUNTY WATER AGENCY
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
COMMUNITY DEVELOPMENT COMMISSION

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

AND
BOARD OF SUPERVISORS

44. Authorize the United Way of the Wine Country to conduct the annual Combined Fund Drive for 2014, "Your Gift Works Magic - Sonoma County", and delegate authority to the Combined Fund Drive co-chairs to sign the Memorandum of Understanding with United Way of the Wine Country.

1:14 P.M.

Present:

Deborah Muchmoore, Sonoma County Water Agency
Tennis Wick, Permit and Resource Management Department Director
Wendy Macy, Human Resources Department Director
Melissa Dobar, United Way of the Wine Country

Board Action: Approved as Recommended
UNANIMOUS VOTE

BOARD OF SUPERVISORS

45. Approve fee waiver in the amount of \$586 for the Kenwood July 4th Hometown Parade.
(First District)

1:20 P.M.

Board Action: Approved as Recommended
UNANIMOUS VOTE

Chairman Rabbitt announced that item #43 would be taken at 2:00 PM.

1:21 P.M. The Board recessed to closed session.

V. CLOSED SESSION CALENDAR (Items 46 through 54)

7:38 P.M. The Board reconvened from continued Closed Session. Counsel Goldstein reported on Closed Session items #46-54. See Section V.

46. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Significant Exposure to Litigation (Govt. Code Section 54956.9(d)(2)).

Board Action: Authorize the Director of the Department of Transportation and Public Works to execute a Release and Settlement Agreement with Windsor Fuel Company on the 2010 Pavement Preservation Project (Project No. M10001) in the amount of \$141,320 to settle and release all claims related to the Project.

UNANIMOUS VOTE

47. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Initiation of Litigation (Govt. Code Section 54956.9(d)(4)).

Direction was given to staff and Counsel.

48. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Initiation of Litigation (Govt. Code Section 54956.9(d)(4)).

Direction was given to staff and Counsel.

49. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Initiation of Litigation - Dry Creek Rancheria Band of Pomo Indians. (Govt. Code Section 54956.9(d)(4)).

Direction was given to staff and Counsel.

50. 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)).

Item #50 was continued.

51. 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)).

Direction was given to staff.

52. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation - Title: Child Support Services Department Director (Govt. Code Section 54957(b)(1)).

Direction was given to staff and Counsel.

CLOSED CALENDAR (Continued)

53. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation - Title: Agricultural Commissioner (Govt. Code Section 54957(b)(1)).

Item #53 was continued.

54. 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)).

Item #54 was withdrawn.

VI. REGULAR AFTERNOON CALENDAR (Items 55 through 59)

2:20 P.M. - RECONVENE FROM CLOSED SESSION

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

Staff Present: Veronica Ferguson, County Administrator and Bruce Goldstein, County Counsel

55. Report on Closed Session.

2:20 P.M. Chairman Rabbitt reported that Closed Session Items #46-54 would reconvene after Item #58.

56. 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.)

2:44 P.M. Public Comment Opened

Melanie Luther
Jonathan Greenberg
Sammy Varek
Duane Bellinger
Maria Stubbert
Mary Morrison
Rich Hannan
John Jenkel
Carmen Santos
Peter Tscherneff
Elaine Larson
Marianna Gardenhire
Daniel Kedan
Laurel Powers
Alan Friedman
Karen Hudson
Tim Hudson
Sue Sawtelle
James Coyne
Harriet Coyne
Deanne Luzaich
Terri Moon
Valora Tree
Jim Stoops

REGULAR AFTERNOON CALENDAR (Continued)

Item #56 Continued

Angela Gonzalez
Penelope Jones
Veronica Jacobi

3:44 P.M. Public Comment Closed

57. 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

3:44 P.M. No Acts or Determinations were acted on or reviewed.

3:45 P.M. David Hurst, Deputy County Counsel replaced Counsel Goldstein

PERMIT AND RESOURCE MANAGEMENT

58. UPE07-0008 - (FIRST DISTRICT)
- a) APPLICANT: Guy Davis
 - b) APPELLANT: New Old Ways Wholistically Emerging (NOWWE)
 - c) LOCATION: 245 Spring Mountain Summit Trail (formerly Wappo Road) and adjacent properties
 - d) ASSESSOR'S PARCEL NO.: 028-250-007, 028-260-041, 028-260-047, 028-260-023 and 028-260-025
 - e) ENVIRONMENTAL DOCUMENT: Environmental Impact
 - f) REQUEST: Re-open the public hearing to reconsider the Board's approval of the Cornell Winery Use Permit for a 10,000 case winery in a 6,700 square foot winery complex with 10,200 square feet of caves located on a 40-acre parcel at 245 Spring Mountain Summit Trail (formerly Wappo Road) and adjacent properties owned by Henry Cornell (APNs 028-250-007, 028-260-041, 028-260-047, 028-260-023 and 028-260-025) as directed in Judge Gary Nadler's Order Granting Motion for Order for Interlocutory Remand and Stay. After the close of the hearing, the Board of Supervisors may choose to:
 - (1) Adopt a Resolution upholding its prior approval of the Use Permit;
 - (2) Give direction to staff to return with a resolution that includes revisions to the original Use Permit findings; or
 - (3) Give direction to staff to return with a resolution that reverses the prior approval of the Use Permit.

REGULAR AFTERNOON CALENDAR (Continued)

Item #58 Continued

3:45 P.M.

Present:

Melinda Grosch, Project Planner, Permit and Resource Management Department
Sandi Potter, Environmental Review Manager, Permit and Resource Management Department
Jeff Brax, Deputy County Counsel IV

Speakers:

John Holdredge
Paul Mitchell

4:38 P.M. Public Hearing Re-Opened
Stephen C. Volker, Attorney, NOWWE (Appellant)
John Holdredge, Applicant
Ed Lin
Stacy K. Li
Jane Nielson
Jim Doerksen
Betty Doerksen
Kimberly Burr
Stephen Fuller-Rowell
Kathy Pons
Laura Waldbaum
Veronica Jacobi
Larry Hanson
Lisa Carr
Stephen C. Volker, Attorney, NOWWE
5:47 P.M. Public Hearing Closed

Board Action: Direct staff to revise the Project Description and Condition 74 of the Conditions of Approval to indicate that rainwater shall be harvested in catchment tanks that can hold a minimum of 145,000 gallons of rainwater, and adopt a Resolution upholding the Decision Denying An Appeal From A Decision Of The Board Of Zoning Adjustments, Approving A Use Permit For The Henry Cornell Winery, A 10,000 Case Winery With Public Tasting By Appointment Only With A Maximum Of Fifteen Guests Per Day And Ten Marketing/Winemaker Dinners Per Year With A Maximum Of Ten Guests Per Event On Property Located At 100, 245, 420, 500, And 560 Spring Mountain Trail (formerly Wappo Road), Santa Rosa, APNs 028-250-007, 028-260-041, 028-260-047, 028-260-023, And 028-260-025, and Adopting A Mitigation Monitoring Program; Supervisorial District No. 1.

UNANIMOUS VOTE

Approved by Resolution Number 14-0231

May 20, 2014

6:31 P.M. The Board recessed to continued Closed Session.

7:38 P.M. The Board reconvened from continued Closed Session. Counsel Goldstein reported on Closed Session items #46-54. See Section V.

59. ADJOURNMENTS

7:40 P.M. The Board adjourned the meeting in memory of Bob Sessions. The meeting was adjourned to June 10, 2014 at 8:30 A.M.

Respectfully submitted,

Michelle Arellano
Chief Deputy Clerk of the Board



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 46
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Economic Development Board

Staff Name and Phone Number:

Ben Stone (707) 565-7170

Supervisorial District(s):

All Districts

Title: Presentation of 2013 Annual Report Economic Development Board

Recommended Actions:

Accept the 2013 Annual Report for the Economic Development Board

Executive Summary:

The Economic Development Board reports to the Board of Supervisors and community annually on its work to promote Sonoma County as an attractive place to do business and to foster job growth. We do so by providing local businesses with the tools needed to help them prosper and by promoting voluntary, sound environmental business practices and worksite wellness. To further support these efforts we maintain a dialogue with the business community to anticipate and resolve emerging issues, by identifying and supporting business clusters that are critical to maintaining a sound economy, and lastly by supporting an employer-driven workforce development strategy.

Background

The Economic Development Board (EDB) recently completed a very active first year full of operation with new staffing provided by your Board. The EDB presents this progress report to outline key results to lay out future plans for review and action.

Achievements:

1. A new strategic plan for the cultural arts and creative economy is being developed through the Cultural Planning Group consulting firm. The EDB has lined up an inclusive and extensive "listening tour" for this effort, meeting with arts organizations, creative economy firms, cities, chambers, trade groups and more around the county; as well as conducting a forum for individual artists, drawing 200 attendees. The findings and recommendations will be forthcoming in June.
2. Online permit tracking The contract for the new system will go before the Board in June, supporting the recommendation of the Innovation Action Council from last year and authorizing

the funds to for PRMD to move forward in the upcoming year.

3. California's first employer-driven workforce strategy is being implemented, with your Board also approving this recommendation from the Innovation Action Council. Progress is underway through the WIB in three key areas of greatest concern by employers, and metrics of progress are being developed for annual reports to your Board and the employer community.
4. The Applied Chemical Company, CCL Labels and World Centric were three new businesses that were assisted by the EDB in relocating to Sonoma County, representing new jobs for the area.
5. More than 150 businesses were visited in the new Business Retention and Expansion program, representing companies with 5,445 jobs here. Key assistance to help these companies stay in business, expand, recruit employees, and overcome planning and regulatory hurdles was provided by the Business Retention Officer, Tim Ricard.
6. There were 110 new/early stage firms that were helped by the EDB's Business Assistance Officer, Ethan Brown. A new "business hotline", a quarterly "news you can use" *Business Bulletin* reaching 5,000 local firms, a new Foreign Trade Zone designation for Sonoma County, and new publications and workshops were developed to help local startups, and the program continues to grow in activity. Sonoma County is the only county or city in the State known to have a Business Assistance Officer focused on doing everything possible to help startups succeed and grow.
7. California's first Business Development Tools Service was launched that utilizes sophisticated business software tools to provide strategic market research and key business intelligence such as mailing lists, consumer profiles, industry trend reports, and much more to help local firms to grow and expand. More than 113 firms were helped by Christine Palmer, the EDB's half-time Business Development Officer.

In addition, focus groups were held with three emerging clusters here: outdoor recreation/biking; farmstead and cottage foods, and craft beverages; and the creative arts. Action plans are being drawn from these sessions for implementation in 2014-15. A unique craft beverages conference was held last fall, drawing nearly 400 people.

8. The Green Business Program and the Healthy Business Program became active, with Green Business Coordinator Kevin Kumataka certifying 21 firms in 2013 and more to come for next year. A recent recognition event was held with more than 100 attendees.

The EDB is one of the first local economic development agencies in the nation to provide local businesses with a voluntary worksite wellness program, known as the Sonoma County Healthy Business program. In less than a year 14 businesses were certified, and many more are in line for recognition in 2014.

9. Two new lending/technical assistance programs have been funded, and are getting underway, led by Al Lerma, the Senior Program Manager at the EDB.
10. Five major conferences and three workshops were held, and 20 industry/economy forecast reports distributed to help businesses have the information they need.

Plans proposed to spur further job creation and small business development include:

1. Start a “Next Economy” Project, to lay out the opportunities and challenges for the next generation regarding job creation and innovative small business development. Local employers will be asked to recommend their “rising stars” to serve on this group, which will conduct the bulk of its effort with futurists this fall. Primary support for this effort comes from the Morgan Family Foundation.
2. Begin a New Business Outreach Effort to Underserved Communities, through the development of a special bi-lingual business development program.
3. Implement Sonoma County’s first Strategic Plan for the Creative Economy and Cultural Arts, using the recommendations coming to your Board from the Cultural Planning Group in June
4. Launch a New Microenterprise Development Program, focused on encouraging self-employment to help create jobs and higher incomes among low-income residents.
5. Develop an Agricultural Business Development Council, tasked with bringing the various sectors of the agricultural community together to jointly understand key opportunities and challenges for agricultural sector here, and develop strategies to meet those opportunities and resolved challenges. The staffing for the effort will be undertaken in cooperation with UCCE Sonoma County, the Agricultural Commissioner, and the WIB.
6. Hold two new Conferences with the emerging clusters of outdoor rec/biking, and the creative economy; and expand the craft beer conference to include the growing cottage food sector. Regional Parks, the Open Space District, Sonoma County Tourism, and the Sonoma Valley Visitor’s Bureau will help design and staff the Outdoor Conference.
7. Initiate a new employer engagement program with the WIB to help create more local jobs by improving understanding and usage of the WIB’s JobLink service.

This presentation is just a summary overview, and many other activities will transpire to improve and expand EDB services and programs.

Your Board’s support has enabled the EDB to greatly increase its ability to directly assist local businesses, and to enhance job creation and business retention during 2013 year. Now the stage is set for an even more active and supportive action plan in the coming fiscal year.

Prior Board Actions:

The Economic Development Board periodically presents progress reports to the Board.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Economic Development Board strives to enhance the value of local, domestic, and international demand for Sonoma County produced goods and services through the creation and development of economic research, analysis, and programs.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

None.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

None.

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

2013 Annual Report for Economic Development Board

2013 Annual Report



Ben Stone

Executive Director

Sonoma County Economic Development Board

24 June 2014

Board of Supervisors Agenda Item

Today's Agenda

ACHIEVEMENTS

Very active first year with new staffing

NEW PROPOSED PLANS

To spur further job creation and business development

DISCUSSION

Q&A session

Why Economic Development?

Increased Tax Base

Business Retention

Economic Diversification

Improve Living Standards

Increase Community Wealth



JOBS

Improving Job Growth

- Sonoma County saw a *job growth of 4.3%* from April 2013 to April 2014 adding 7,700 new jobs in total.
- Sonoma County is in the *top 20% of all Metropolitan Statistical Areas* in California for job growth.
- Sonoma County has the *7th lowest unemployment rate* in California at 5.3% in April 2014.

ACHIEVEMENTS 2013



- **Online Permit Tracking**
Inception at PRMD next year
- **California's first employer-driven workforce strategy**
Progress is underway through the WIB

Business Retention and Expansion

153

Business visits

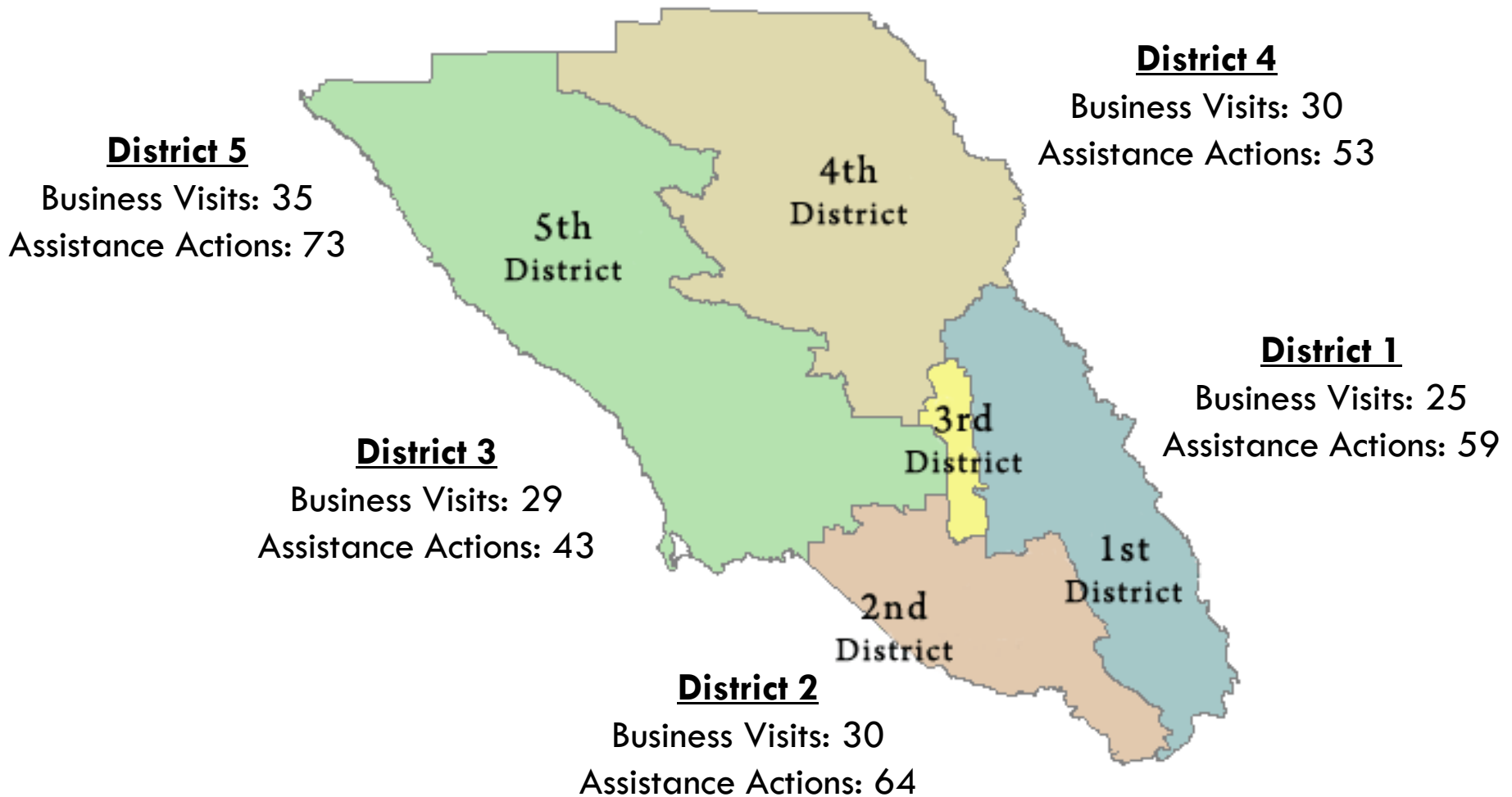
306

Unique requests for assistance
fulfilled



- Representing companies with 5,445 jobs
- 3 new businesses were assisted in relocating to Sonoma County

2013 Business Retention and Expansion



Business Assistance Hotline

110

Business contacts

451

Unique requests for
assistance fulfilled



- New Business Hotline, Quarterly Business Bulletin
- New Foreign Trade Zone Designation, New Workshops

Quarterly Business Bulletin



SONOMA COUNTY BUSINESS BULLETIN

"THE BUSINESS LINK TO NEWS YOU CAN USE"



Business Development Tools

134

Business contacts

316

Unique requests for assistance
fulfilled



- Key Business Intelligence
- Emerging Clusters Focus Groups
- First Craft Beverages Conference



Emerging Clusters Focus Groups



Sonoma County Green Business Program



GREEN BUSINESS PROGRAM

Voluntary, **E**fficiency, **M**arketing, **M**orale



2013

74 Contacts

21 Businesses Certified
Recognition Event

Healthy Business Program of Sonoma County

- Access to **free and low cost resources**
 - Starting and expanding **wellness efforts**
- **Recognition for excellence** in worksite wellness

iWORKwell
SONOMA COUNTY

Recognized Employers:

14 recognitions

*From Petaluma Pie (5 employees) to
Medtronic (1200 employees)*



Lending and Technical Assistance Programs



“I’ve always loved fixing things. Getting the right pieces together and using the right tools.”

-Carlos Ramos, Owner and Founder –
Ramos Cleaning Services

5 Major Conferences, 3 Workshops, 20 Forecast Reports



SPIRIT of SONOMA
Award



NEW PROPOSED PLANS 2014

The Next Economy Project

- Prepare for the **Next Economy** through active participation of the **next generation** of business, non-profit, and public sector leaders.
 - Sonoma County's first **intentional** effort to anticipate and leverage future trends.
- **Proactive** foundation for a stronger local economy, job base and quality of life - as opposed to reactive solutions.

Bilingual Business Development Program

- Hire a bilingual English/Spanish Business Development Specialist
- Provide technical assistance and access to capital services
- Develop training workshops
- Coordinate with other partners
- Develop Latino Entrepreneurship Speaker series and forums



Cultural Arts and Creative Economy



- Listening Tour
- 500+ engaged
- Present Arts Action Plan on June 24
- Implement Strategic Plan
- Arts Organization
- Cultural Tourism

New Microenterprise Development Program



- Identify self-employment opportunities
- Create more middle-income jobs among low-income residents
- Increase entrepreneurship outreach

Agricultural Business Development Council



Focus

- Collaboration
- Business Development
- Marketing/Branding

New Conferences and Programs with Emerging Clusters



- Outdoor Recreation and Biking
- Creative Economy
- Craft Beverages and Cottage Food Sector



North Bay Economic Forum

LAKE
MARIN
MENDOCINO
NAPA
SOLANO
SONOMA

- Summer 2014
- 50 groups
- 6 counties
- Collaborative
Action

New Employer Engagement Program – JobLink



- Improve understanding and usage of JobLink services
- Business Retention and Expansion
- Help create more local jobs



Improve Talent Attraction

SONOMA COUNTY CONNECTIONS
A link to a better lifestyle

The guide to professional and business
relocation in Sonoma County.



www.sonomacountyconnections.org

Sonoma County Connections is an innovative online platform delivering relocation information to current and relocating employees and business.

Sonoma County Connections :

- Assist local businesses in attracting and retaining qualified employees and businesses
- Facilitate new avenues to better market the county to relocating employees and businesses
- Create a new and interactive resource and network database
- Encourage new partnerships and relationships among all parties involved

A Project of :
**Sonoma County Economic
Development Board**

A link to a better lifestyle

*The relocation guide for individuals
and businesses*



**SONOMA COUNTY
IS MUCH MORE THAN WINE!**

Thank you for your support!



Active Year
2013 - 2014

More projects lined up
for 2014 - 2015

Questions?





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 47
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Economic Development Board

Staff Name and Phone Number:

Ben Stone (707) 565-7170

Supervisorial District(s):

All Districts

Title: Accept and approve "Creative Sonoma" Arts Action Plan and Recommendations and authorize next steps to begin the plan implementation.

Recommended Actions:

Accept and approve the "Creative Sonoma" Arts Action Plan and recommendations, and authorize the Economic Development Board to proceed with next steps to implement the first phase of the plan to promote the arts and strengthen the Sonoma County Creative Economy.

Executive Summary:

In Sonoma County, the cultural arts are a diverse and significant part of the local creative economy. The County of Sonoma recognizes that a thriving cultural life generates income, jobs, and tax revenue, and it also creates community visibility. The Green Music Center at Sonoma State University and other cultural arts assets have elevated Sonoma County as an able contender in the arts scene, and present key opportunities for growth. As Sonoma County enjoys economic recovery, proximity to the greater Bay Area and a surge in tourism-related activity, it is well-positioned to leverage growth opportunities.

The Sonoma County Board of Supervisors commissioned the development of the ***Creative Sonoma Arts Action Plan*** to advance its arts sector, both nonprofit and commercial, throughout the county and beyond. The primary goal of the ***Creative Sonoma Arts Action Plan*** is to address the question of what agency or partnership would best provide leadership for cultural and economic development in Sonoma County, what its focus should be, and how it can be structured and funded. This leadership should reflect a vision of integrated cultural and economic development.

The ***Creative Sonoma Arts Action Plan*** was developed under the direction of The Cultural Planning Group, a nationally recognized firm with experience in developing cultural arts plans and developing arts agency organizational structures and funding strategies to support those efforts. This plan includes findings and preliminary recommendations. It also outlines the goals and functions for ***Creative Sonoma***

as well as funding strategies, proposed organization structure and governance.

Key Report Findings:

Stakeholder engagement produced a number of findings, expressed here as themes. In addition, a review of available data on Sonoma County provides useful perspectives on these themes.

- *Sonoma County has a broad, shared sense of its cultural identity.*
- *There is a rich and varied collection of arts and cultural organizations in Sonoma County.*
- *The for-profit creative sector in Sonoma County has growth potential.*
- *There is a strong need and potential for improved communication, marketing and promotion of the county's creative sector.*
- *There is a priority placed on improving arts education throughout the county, K-12 as well as lifelong learning.*
- *There is wide agreement that the County has a key role to play in arts leadership, including providing funding.*
- *The County's Advertising Fund can be more effective as a tool for creative sector development.*

Recommendations:

This plan contains one overall recommendation—to establish a countywide local arts agency—and associated recommended strategies. Also, this project was originally conceived as a first phase of planning, to be expanded once the threshold questions had been addressed. There are additional recommendations for follow-up planning and development that will best fulfill the intent of the County's creative sector leadership.

Overall Recommendation: Create an agency, "Creative Sonoma", to promote the development of the entire creative sector, including the nonprofit arts sector, the creative for-profit sector of the economy, and individual artists and creative professionals.

Key Goals of Creative Sonoma: (For more details see Report p. 9)

- Represent the creative sector of the community, effectively advocating for its growth and development.
- Advise the County Board of supervisors on matters relating to the creative sector and arts/cultural development.
- Oversee cultural planning and policy development, identifying countywide needs and priorities.

- Foster communications and collaboration among the creative community.
- Promote economic development through increased cultural tourism and growth of the County’s creative clusters.

Key Functions of Creative Sonoma: (For more details see Report p. 9)

Several key functions for Creative Sonoma will include: Community cultural planning, convening groups around issues of importance to the arts community and the creative sector; compiling an inventory of Sonoma County cultural and creative sector resources; management of a countywide arts website and events information portal and arts app; providing technical assistance to artists, cultural organizations and small creative businesses, including professional practices (business or career) training for artists; promotion of arts education and lifelong learning in the arts; and lastly, developing policy recommendations for the County government, including such issues as zoning and permitting.

Funding for Creative Sonoma: (For more details see Report p. 10)

Start-up funding for Creative Sonoma during the first three years should come from the County Transit Occupancy Tax (TOT) funds. Start-up funding of \$250,000 has been budgeted for the first year to establish the initial program. In succeeding years additional funds may likely be needed to undertake expanded programming, additional planning and to allow for development of other sources of funding.

Other potential funding sources include federal and state grants; community and private foundations, business or corporate sponsorships, and individual giving. However, Creative Sonoma should be careful to avoid directly competing with the arts and cultural organizations for local funding.

Structure and Governance of Creative Sonoma: (For more details see Report p. 15)

Initially, Creative Sonoma should be incubated as a public entity under the auspices of the Economic Development Board, providing administrative support and office space. A full-time professional arts administrator should staff Creative Sonoma. A partnership with Sonoma County Tourism can be explored for specific activities, such as arts marketing and cultural tourism.

After a start-up period of two or three years, a decision should be made to determine its ongoing structure: whether it should continue as a public entity or become a separate nonprofit organization.

The initial board should be comprised of nine members, selected by the Director of the Economic Development Board through an open application process and based on qualification, and then confirmed by the Board of Supervisors. Every effort should be made to create a diverse board, balancing expertise with representation. Representation in this context means a board that collectively reflects County’s demographic and cultural diversity.

Prior Board Actions:

None related to this effort.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship			
The Economic Development Board strives to enhance the value of local, domestic, and international demand for Sonoma County produced goods and services through the creation and development of economic research, analysis, and programs.			
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 250,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 250,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 250,000	Total Sources	\$ 250,000
Narrative Explanation of Fiscal Impacts (If Required):			
Funds in the amount of \$250,000 been designated in the Advertising Fund 2014-15 budget recommendations.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Creative Sonoma Arts Action Plan			
Related Items "On File" with the Clerk of the Board:			

Creative Sonoma Arts Action Plan

Revised Final Draft

June 2014



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- Andy Gravelle, EMG Pickups
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- Warren Hedgpath, Architect
- Khysie Horn, Quicksilver Art Gallery / Retired
- Vicky Kumpfer, Fulton X Gallery
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- Karen Peterson, SRJC / Artist / Petaluma Arts Center
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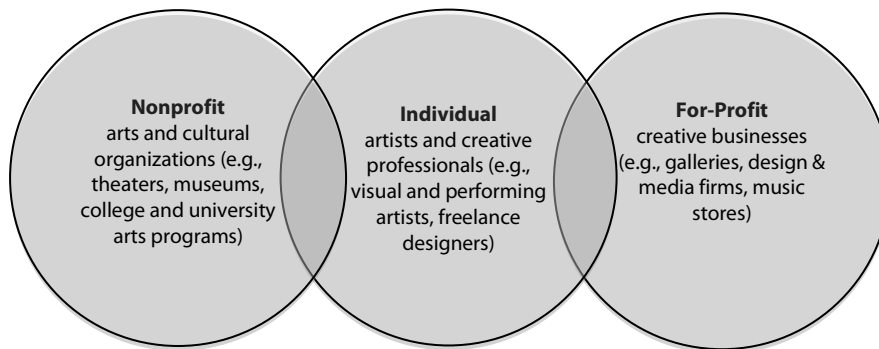
- The Cultural Planning Group
 - David Plettner–Saunders, Partner
 - Jerry Allen, Partner
- www.culturalplanning.com

Introduction

The Sonoma County Board of Supervisors commissioned the Economic Development Board with development of the *Creative Sonoma Arts Action Plan* to advance its arts sector, both nonprofit and commercial, throughout the county and beyond. The primary purpose of this project is to identify what type of arts and creative sector leadership is needed and appropriate for the county. The county's many creative people and organizations now offer powerful but often under-recognized contributions to the county's economy and its diverse communities. There is strong potential for greater collective impact from this resource, and *Creative Sonoma* is intended to identify and catalyze the actions needed to fulfill this goal.

Creative Sonoma starts from the point of view that arts and culture are among a community's most powerful assets. They distinguish each community and allow residents to better understand and celebrate the uniqueness of their lives. As the "Smart Cities" movement illustrates, arts and culture are also a competitive tool, strengthening many elements of civic life, including the economy, tourism, education, youth development, neighborhoods, sustainability, civic participation and cultural equity. Sonoma County believes that its creative sector has long fulfilled these roles to a certain extent, with limited resources and without the benefit of sufficient coordination.

What is Sonoma's Creative Sector?



What is the creative sector? In Sonoma County, it includes the nonprofit arts community, individual artists and other creative professionals, and for-profit creative businesses. This creative sector contributes to tourism and other economic development, in partnership with the county's viticulture, agriculture, outdoor recreation and natural beauty. Together, they form a culture that uniquely defines Sonoma County as a desirable place.

Tourism, including culinary, arts, and cultural experiences, is an especially desirable form of economic activity because it functions as an export, selling assets created within the county to customers from outside. Sonoma County has made great strides towards achieving its full identity as a place and a cluster of experiences that define it as one of the most attractive destinations in the world. Like other places blessed with natural and cultural abundance, Sonoma County has invested in marketing and supporting its assets and been rewarded with an increase in visitorship, greater business retention, and a high quality of life. Much more can be achieved when its abundant creative assets are fully coordinated in support of this effort.

Sonoma County's arts community faces a transition in the recent disbanding of its local arts agency (the Arts Council of Sonoma County). This unfortunate discontinuity in leadership, along with the findings of a 2012 arts assessment conducted by the Community Foundation Sonoma County, underscore the imperative for *Creative Sonoma* to define an effective and sustainable leadership agency for Sonoma County's creative sector. *Creative Sonoma* aims to address the priority question of what agency or partnership would best provide leadership for cultural and economic development in Sonoma County, what its focus should be, and how it can be structured and funded. There is also a desire to recalibrate leadership to better reflect a larger vision of integrated cultural and economic development.

Creative Sonoma is the result of a four-month planning process that engaged a total of more than 220 stakeholders from throughout the county. A review group representing a cross-section of leadership from the arts, creative business, and tourism sectors oversaw creation of the plan, with the assistance of EDB staff and a consulting team. Approximately 135 people attended a countywide forum to identify and discuss critical issues and develop potential solutions. Discussion groups and interviews were held in nearly all communities in the county, often in arts venues. In addition, two specialist consultants visited the county for a preliminary assessment of cultural tourism and the creative economy. Their observations are presented in memos appearing in the Appendices (page 17 and 20).

The original scope of this planning process was broader, including specific issues such as cultural tourism, development of the creative economy, public art, etc. It also included a broader public engagement of the county's many communities in visioning and defining priorities. For the sake of efficiency and to control costs, the project was redefined to focus on *stakeholder* outreach to the most relevant people and organizations. Stakeholders include the arts community, economic development and tourism agencies, leaders of creative businesses, funders, and elected, and other decision-makers and "influentials." Accordingly this plan includes recommendations for potential follow-up projects, building on the current one to create a comprehensive and more effective approach in service of the overall purpose.

Findings

Stakeholder engagement produced a number of findings, expressed here as themes. In addition, review of available data on Sonoma County provides useful perspectives on these themes.

Sonoma County has a broad, shared sense of its cultural identity.

Stakeholders express a clear sense of the county’s cultural identity and broader quality of life. There is an expansive definition of culture and creativity, including art forms (e.g., visual art, music, theater) as well as participatory arts experiences, ethnic cultures, and contemporary artistry expressed through technology. Culture in Sonoma County encompasses a strongly independent and entrepreneurial spirit, especially among younger people. There is an emphasis on self-reliance, DIY (do-it-yourself) and an inclusive definition of creativity, such as non-arts expressions of creativity through technological and conceptual invention. Creativity spans those participating in the alternative *Burning Man Festival* to “maker fairs.”

Sonoma County’s distinct character goes beyond arts and creativity to the beauty of the landscape, the agricultural heritage along with its current vital resurgence, and of course the world-renowned wine industry. There is a value placed on a more casual way of life than neighboring Napa and Marin counties.

Stakeholders share a pride in the county’s existing arts and cultural assets, such as its museums, performing arts venues, art galleries, artist communities, the SOFA district, outdoor sculpture collections, community arts centers, festivals, and events, among many others. At the same time, some express a desire to elevate the level of artistic quality and interest, in part in recognition of the standards set by San Francisco and the Bay area. There is a strong but less publically visible collection of ethnically specific cultural communities and artists, including a large and diverse Hispanic population. There is limited multicultural representation in the larger arts community, although the demographic trends predict a majority Hispanic population in the county by 2040.

There is a rich and varied collection of arts and cultural organizations in Sonoma County.

There are more than 200 nonprofit arts and cultural organizations in the county, with more than 100 contributing actively to the cultural scene (reporting regularly to the IRS). While there are five organizations with operating budgets greater than \$1 million, e.g., the Wells Fargo Center for the Arts, the Charles M. Schultz Museum and the Santa Rosa Symphony, the great majority have small budgets a few paid professional staff (see list, page 24).

Nonprofit Arts and Cultural Organizations in Sonoma County

	<i>Organizational Counts</i>	<i>Organizational Finances</i>	
Total number of nonprofit arts and cultural organizations	210	\$8,737,810	Largest budget (total revenues)
Total reporting income last year (= active)	103	\$1,712	Smallest budget (total revenues)
Total number in:			
Santa Rosa	39	\$76,594	Median budget
Petaluma	17	\$55,417	Median assets
Sonoma	13		
Healdsburg	9	\$36,596,487	Total Revenues (all organizations)
Sebastopol	7	\$98,559,121	Total Assets (all organizations)
Cloverdale	3		
Cotati	3		
Guerneville	2		
Glen Ellen	2		
Penngrove	2		
Occidental	2		
Rohnert Park	2		<i>Comments</i>
Jenner	1		Excludes Green Music Center at Sonoma State,
Windsor	1		whose budget falls within the overall budget of the university.
			Excludes organizations reporting to the IRS after 2012.

Source: National Center for Charitable Statistics (based on IRS filings)

In addition to independent nonprofits arts and cultural organizations, as described above, Sonoma County is also home to a rich collection of arts programs and venues on the campuses of colleges and universities. For example, the Green Music Center at Sonoma State University is a major venue and a large budget organization that is not reflected in the figures above, because its budget is reported to the IRS as a portion of the university's budget under a different category.

Needs of arts organizations include funding, communication within the arts community and with the business community, marketing and audience development, public visibility, and advocacy about the role and value of the arts in the community.

There is a strong and growing community of individual artists in Sonoma County.

Artists in the county span a range of visual arts, music, theater, dance, digital/media, design and multidisciplinary practices. The visual arts community is perhaps the largest and most visible and there are a number of nationally or internationally successful artists living in the county. In addition, there are active artists' scenes for other art forms, including a growing number of younger artists who choose the county specifically for its creative character. Needs of individual artists include recognition, promotion, marketing, the removal of barriers (e.g., permitting and zoning for arts spaces), encouraging the expansion of the art market, an artists directory, artists mixers/networking, business training (professional practices training), exhibition and performing opportunities, colocation of artists, and live/work spaces.

The for-profit creative sector in Sonoma County has growth potential.

The Sonoma County Economic Development Board recently identified three economic sectors with potential for growth and development: 1) craft food and beverage, 2) outdoor recreation and bicycling, and 3) creative enterprises. While there is no formal inventory, the creative sector in the county includes architectural, advertising, marketing, animation, music, artist studio, and art gallery enterprises. The EDB convened a focus group of creative sector businesspeople in February 2014 to begin an assessment of their needs and interests, in anticipation of better assisting them within the agency's existing focus on small business support. Interviews with creative sector stakeholders revealed a growing but somewhat hidden collection of creative businesses, with little interconnection and networking. They often choose to locate in Sonoma County for its highly desirable quality of life, favorable business climate and access to qualified employees (although some specific job categories are more difficult to fill). These are small businesses, relatively nimble, growth oriented and "green." There appears to be strong potential for growth in this sector, and specifically to add high value jobs and people to the community. For additional observations, see Creative Economy Memo, page 17.

There is a strong need and potential for improved communication, marketing and promotion of the county's creative sector.

While Sonoma County's creative community is abundant, it needs more effective communications with the public and among members of the sector. Stakeholders express the nearly unanimous opinion that there is a lack of information about, and awareness of, arts and cultural activities throughout the county. The need for improved communications encompasses residents, visitors and workers. Better communications with each of these groups can help increase participation and public visibility.

Some of this is the understandable result of a large county with numerous small communities, each of which has a strong local interest and focus. For example, a local community may have strong attendance at its downtown summer events, but few outside the immediate community are aware of them and they too often are not effectively promoted well to visitors. There is a strong perceived potential for "moving people around the county" to attend events in nearby communities.

Stakeholders also identify the need for better internal communications among artists, arts organizations, creative professionals and creative sector businesses. These people and enterprises have interests in common and, as with any field, there is much to be gained from better networking, convening and cooperation. There simply are few mechanisms to convene people around common creative sector interests.

There is strong interest throughout the county in leveraging arts and culture as part of the tourism brand. There is nearly universal acknowledgement of the power of cultural tourism, which generally means longer stays and greater spending per visit. This is already a part of the county's visitation, which is growing. However, cultural tourism has not yet been quantified and its evident potential for growth has not been planned. A key finding is the broad acceptance of tourism as a part of the Sonoma County cultural experience and a willingness on the part of both tourism and creative industries to explore ways to expand and enhance cultural tourism.

For many, cultural tourism includes "heads in beds" as well as increased participation by county residents at events within the county. Increasing the number of hotel stays is an achievable goal but there is a larger potential to elevate the county's brand, to engage visitors staying with residents, and to better serve local residents. In fact, the level of hotel occupancy is so high in recent years that increasing visitation will involve planning targeted at filling specific gaps, such as lower occupancy in the offseason.

Stakeholders are often responsible for marketing their own creative events and products. As marketing professionals, they see the need and potential for strategic marketing, cross-promotion, and integrated branding. They have many specific tactical suggestions for such efforts.

Finally, it should be noted that there is interest in programming that integrates and builds on existing local offerings, such as a themed communitywide festival that allows artists, arts organizations and creative businesses to coordinate their offerings. This is seen as a way to accomplish several related objectives: coordinated marketing, greater visibility, countywide cooperation, enhanced visitation, and increased local tax revenues.

There is a priority placed on improving arts education throughout the county, K-12 as well as lifelong learning.

Many stakeholders make a connection between audience development and arts education. The single most important predictor of arts participation is engagement at an early age. Stakeholders reason that better arts education is essential to the future audiences as well as skill development for a 21st Century workforce. Arts education needs include increasing the public understanding of the role and value of arts education within education of the "whole child," advocacy to decision makers, a call for countywide leadership (including the Board of Supervisors and the County Office of Education), professional development for teachers, opportunities to celebrate student achievement in the arts in community settings, stronger connections between schools and the arts community, and support for including arts in implementation of the new Common Core curriculum standards.

There is wide agreement that the County has a role to play in arts leadership, including providing funding.

There is a strong need for more effective leadership for the arts and the broader creative sector, one which redresses the weaknesses of the Arts Council of Sonoma County. The interest of the Board of Supervisors in defining a new leadership role is widely welcomed. This is based in part on the success of efforts in leading the county, such as Sonoma County Tourism, as well as the gap left by the loss of the Arts Council. However, many stakeholders express cautions about a leadership role. It should be representative and neutral, avoid direct competition with stakeholders for funding or audiences, not produce public programming, and not dictate artistic taste.

Stakeholders widely endorse the need for county arts funding. The philanthropic environment for the county is described as unusually challenging, with few major patrons, many of whom have preexisting philanthropic commitments and little capacity for expansion. The Community Foundation Sonoma County includes arts as an area of interest but has modest resources to invest. Also, while there is significant wealth in the county, many observe that affluent residents often have homes and interests in communities outside the county. Therefore, their donations are frequently directed to organizations and causes elsewhere. In addition, there are few major corporations located in Sonoma County, limiting this sector as a source of funding and sponsorships.

Despite relative affluence in the county, public sector contributions are lower than national averages. Individual cities provide small or no arts grants. The County’s arts funding, which comes primarily from the Advertising Fund (see below), is small in relation to the scale of the nonprofit arts community. While the private philanthropic culture and practice can be developed over time, increased county funding is seen as not only welcome but also an effective strategy for sustainability of the county’s nonprofit arts and cultural sector.

The County’s Advertising Fund can be more effective as a tool for creative sector development.

Stakeholders often expressed the need for changes to the County’s arts funding. They view this as a strategic investment as well as a leadership action that can leverage additional growth and resources.

The County’s current arts funding is primarily made through its Advertising Fund. The Advertising Fund, funded by TOT revenues, is divided into 15 subcategories that range from tourism and economic development to affordable housing. The total fund in FY2014 was \$8,320,587. Grants to arts and cultural organizations totaled \$278,360, less than 3% of all funding. In addition to its small scale, arts grants through the Fund are restricted to marketing purposes, reflecting the “bed tax” funding source.

Sonoma County Advertising Grants (2013/14)

Major Events/Organizations	\$234,000
Historical Commissions	\$30,000
Visitor Wayfinding and Signage	\$14,360
<hr/>	<hr/>
Total Arts & Cultural Grants	\$278,360
Total Advertising Fund Allocations	\$8,320,587
Arts Percentage of Total Advertising Fund Allocations	3%
Advertising Fund Arts Grants as Percent of Sonoma County Nonprofit Arts Budgets	<1%
National Average of Local Government Support for Nonprofit Arts Organizations	4%
National Average of All Government Support for Nonprofit Arts Organizations	9%

Stakeholders express the need for additional County funding support, as well as less restrictive funding. In fact, the national average of local government support in the budget of a nonprofit arts and cultural organization is 4% of total revenues and all government support totals 9%¹; in Sonoma County, the Advertising Fund arts grants total less than 1%. Furthermore, County arts grants through the Advertising Fund are nearly the only source of government arts support. There is little or no support from city, State and Federal sources. This means that the County is the main source of government funding. While increased support from cities with the county is desirable, the County can exercise leadership by meeting this need. It has much to gain from such an increase; according to longitudinal research by Americans for the Arts, each \$1 of local government support generates an average of \$3 in increased local tax revenues.² Accordingly, arts investments by local government are highly leveraged, returning increased tax revenues and other community benefits.

¹ Source: Americans for the Arts, *Sources of Revenues for Nonprofit Arts Organizations*, 2014, http://www.americansforthearts.org/sites/default/files/pdf/2014/by_program/research_studies_and_publications/one_pagers/1.%20Source%20of%20Revenue%20for%20Nonprofit%20Arts%20Organizations.pdf

² Source: Americans for the Arts, *Arts and Economic Prosperity IV*, 2010, <http://www.americansforthearts.org/byprogram/reportsanddata/researchstudiespublications/artseconomicprosperityiv>

Recommendations

The purpose of the *Creative Sonoma Arts Action Plan* is to address the question of what agency or partnership would best provide leadership for cultural and economic development in Sonoma County, what its focus should be, and how it can be structured and funded. There is also a desire to calibrate this leadership to reflect a vision of integrated cultural and economic development. This report contains one overall recommendation—to establish a countywide local arts agency—and associated recommended strategies. Also, this project was originally conceived as a first phase of planning, to be expanded once the threshold questions had been addressed. There are additional recommendations for follow-up planning and development that will best fulfill the intent of the County’s creative sector leadership.

Establishment of a Local Arts Agency: Creative Sonoma

Overall Recommendation: Create an agency, “Creative Sonoma”, to promote the development of the entire creative sector, including the nonprofit arts sector, the creative for-profit sector of the economy, and individual artists and creative professionals.

There is overwhelming stakeholder support for the formation of a countywide arts agency in Sonoma County. As detailed in the findings, there are compelling reasons to provide countywide coordination and support for the arts and the entire creative sector of the economy.

This recommendation aligns with national best practices. There are more than 6,000 local arts agencies that serve cities and counties in the United States. These agencies go by different names – arts commission, cultural council, civic arts board, arts and humanities council. They can be government agencies or nonprofit agencies. There are even some quasigovernmental agencies, having both public and private aspects. They all, however, have one overarching purpose, to promote the development of the arts within their city or county jurisdiction. The needs identified by Sonoma County stakeholders all fit within this purpose. Also, with the demise in 2013 of the Sonoma County Arts Council, there ceased to be an organization to serve the broad interests of arts and culture in Sonoma County.

Draft Vision Statement

The Review Group developed a draft vision statement for the future of the arts, and the entire creative sector, in Sonoma County. This draft statement also functions as a vision statement for the recommended new agency, Creative Sonoma. Because of the relatively short time frame in developing this plan, the draft statement should be revisited and refined by the new agency’s Board, once it is created.

Creative Sonoma will value and provide value to the arts in Sonoma County, identifying art in its varied forms and genres as an essential component of the region and promoting its arts and artists within the communities and for the constituents of the county and beyond its borders. Creative Sonoma is a sustained and valued economic and cultural driver to and for Sonoma County, empowering bold, inclusive art and programming as an integrated element of the varied locales and identities in the County. Furthermore, Creative Sonoma advocates for policy and structural development, ever improving access to the arts at every opportunity.

Goals of Creative Sonoma

- Represent the creative sector of the community, effectively advocating for its growth and development.
- Advise the County Board of Supervisors on matters relating to the creative sector and arts/cultural development.
- Liaise with various County and City departments and agencies, educational institutions, business groups, and other leadership groups.
- Oversee cultural planning and policy development, identifying countywide needs and priorities.
- Foster communications and collaboration among the creative community.
- Promote economic development through increased cultural tourism and growth of the County's creative clusters.
- Adopt a neutral and representative stance, balancing the delivery of programs and services to Sonoma County's communities and to its creative stakeholders.
- Avoid competition with stakeholders for funding and audiences.
- Avoid the appearance of being the arbiters of artistic taste in Sonoma County.

Functions of Creative Sonoma

- Community cultural planning, researching the needs and aspiration of the residents, visitors and cultural stakeholders in Sonoma County, including:
 - Creative Economy planning
 - Cultural Tourism planning
 - Public Art master planning
 - Cultural Facilities planning
- Convening around issues of importance to the arts community and the creative sector and creating opportunities for networking.
- Compiling an inventory of Sonoma County cultural and creative sector resources, updating regularly (this could be part of a community-based cultural plan).
- Management of a countywide arts website and events information portal.
- Overseeing the distribution of funding for arts, culture and the creative sector, including basic operating support, project funding, artist fellowships and other kinds of support.
- Implementing a public art plan and program for the County.
- Initiating and coordinating of local and regional arts and cultural festivals, including planning for a Sonoma County National or International Festival of Creativity.
- Providing technical assistance to artists, cultural organizations and small creative businesses, including professional practices (business or career) training for artists.
- Promotion of arts education and lifelong learning in the arts.
- Developing policy recommendations for the County government, including such issues as zoning and permitting.

Funding for Creative Sonoma

Startup funding for Creative Sonoma during the first three years should come from County Transit Occupancy Tax (TOT) funds. Start-up funding of approximately \$250,000 for the first year and increasing to approximately \$500,000 at the end of three years would be sufficient to establish initial programs, undertake additional planning, and allow for development of other sources of funding.

During the first year, a financing plan should be prepared by the County, with a goal of developing sustainable funding streams in support of the arts, and guidelines should be drawn up to set priorities and qualifications regarding projects and programs seeking funding from Creative Sonoma. Funding sources to be considered could include federal and state grants, community and private foundations, an increase in TOT assessed on lodging, partnerships with the nine cities, and support through business community and corporate sponsorships.

The use of Transit Occupancy Tax revenues to support arts and cultural activities is permitted by California law, both for the purpose of expanding visitorship and for the purpose of supporting programs and activities that offer amenities for visitors. This is a widely utilized source of funding for the arts by cities and counties in California and across the nation. Some communities, notably San Diego, San Jose and San Francisco, allocate substantial portions of their TOT revenues to support arts and culture, without a requirement that recipients of these funds demonstrate direct impact on hotel occupancy.

Other potential funding sources include the California Arts Council's State Local Partnership Program and the National Endowment for the Arts. Nongovernmental funding support could be sought for specific projects and programs from such sources as the Community Foundation Sonoma County, major statewide foundations like Irvine, Hewlett and Packard, and sponsorships of major projects like a major festival from local businesses, corporations and individuals. However, Creative Sonoma should be careful to avoid directly competing with the arts and cultural organizations for local funding.

Major Initiatives of Creative Sonoma

The following sections describe several key functions of Creative Sonoma, as listed above. Most will require additional planning and development into specific program plans.

Services for Artists

Sonoma County is blessed with an extraordinary concentration of working artists, producing very high quality artworks. In most instances, these artists are working in isolation out of their home or garages. They often are employed at other jobs to support their art-making. They often lack sophisticated business and marketing skills. They have few opportunities to exhibit and sell their work locally. Creative Sonoma can play an important role in supporting this important artistic resource. Technical assistance in the form of professional practices training (training in business or career skills, such as marketing, grant writing and proposal development) would improve their abilities to be self-sustaining, be in charge of their own careers, and to direct their creative efforts more successfully. Such training can build on the existing resources provided by the Economic Development Board. Creative Sonoma can also generate new opportunities to exhibit or perform, through the creation of cultural centers or through negotiation with owners of vacant commercial properties. A County public art program would create opportunities for both permanent and temporary display of artworks in public settings. Development of artist studio and live-work spaces could attract new artists to Sonoma County and retain those that already reside here. A program of artist fellowships could give recognition to the most talented artists in Sonoma County.

Community Cultural Assessment

One of the limitations of the *Creative Sonoma Arts Action Plan* process is the reliance on stakeholder engagement, as opposed to the community at large—residents, workers and visitors. An early priority for Creative Sonoma should be to expand the planning process to embrace the larger community, assessing their cultural needs and aspirations. This typically utilizes an outside consultant and reaches out through a variety of means: citizen and visitor surveys, community town hall meetings, interviews and focus group meetings with community leaders and persons representing the business, faith organizations,

schools and universities, neighborhood associations, developers, design professionals, and others. This broad-based assessment will refine the strategies and priorities of Creative Sonoma as it begins its operations.

Marketing

Throughout this planning process, marketing and promotion has been identified as a critical need for artists and cultural institutions in Sonoma County. While Sonoma County Tourism currently includes the arts in its marketing program, it is not emphasized or incorporated into the county's brand. Stakeholders perceive room for major expansion of arts and cultural marketing to visitors, and the reshaping of tourism product to include more arts and cultural experiences. Also, the focus of the Tourism Board has been on filling hotel rooms and promoting the wine industry. This is not surprising, considering the makeup of their governing board and their desire to focus on what they feel are the region's strongest tourism assets.

Sonoma County active and vibrant creative sector is an underutilized tourism asset. An effort needs to be made to integrate the arts into the brand of the County. Some have suggested that this effort be branded SonomArts. This can be done in part by shifting the priorities of the visitor marketing program. However, there are other important initiatives that can be undertaken to reach residents and workers. A comprehensive arts and events calendar can be developed and maintained. An app for smart phones can be developed to give visitors easy access to information about venues, events and arts-related businesses. A County-sponsored website could provide an overview of arts and cultural offerings in Sonoma County as the information resources for a social media program (links to event, venue and business information). Regular convenings of arts providers could allow for information exchange and coop marketing initiatives. Consideration should be given to seeking partnerships with other North Bay counties—Marin, Napa and Mendocino—to determine whether joint regional marketing would be feasible.

Creative Placemaking

There is a growing realization that cities and counties are in competition with one another—competition for talented, well-educated young professionals, and the business development that follows them. The 20th Century model of economic development was business attraction and retention. The emerging 21st century model is workforce attraction and retention. Young professionals are choosing first where they want to live and then finding employment in that locale. And where they want to live are places that have many amenities and choices—places that offer the cultural and recreational amenities that make a community interesting and exciting. This effort may take the form of creating districts and zones that support an active nightlife with clubs, restaurants and arts concentrations. It could mean promoting walkable neighborhoods where most of daily needs are available without getting into an automobile. The arts alone cannot achieve these conditions, but can play a significant role in developing creative places. There are, in fact, already a number of arts districts in Sonoma County, such as the SOFA (South of First Avenue) Arts District in Santa Rosa, and interest in developing more, such as the Springs area in the Sonoma Valley.

Cultural Tourism Development

Leisure travelers seeking, as a significant part of their trip, arts, cultural, or heritage experiences, make up a sizable and desirable niche market of affluent travelers, measured in the range of 13% to 20% of leisure trips in different studies. But such experiences are also an important factor in many more trips, in which they are not the principle purpose of the trip but still add attraction and value. In fact, a cluster of activities in the realm of arts, culture, and heritage rank behind shopping and dining as travel activities, but ahead of sports events and other experiences. Travelers who engage in multiple arts, cultural, and heritage activities on leisure trips tend to be more highly educated and more affluent than the average traveler.

Sonoma County has a large, affluent, educated regional population (in the Bay area) to draw from, and integrating arts, cultural, and heritage experiences into tourism offerings, and sometimes offering those experiences as principle trip motivators, can be a winning strategy for Sonoma County Tourism. Sonoma County Tourism has recognized the influence of such experiences and has incorporated them into its marketing efforts to an extent. Still, much more can be done. There are two primary opportunities: 1) broadening the brand appeal of the county and 2) filling gaps in visitation and occupancy during the offseason (generally, November to March).

How can these opportunities be leveraged? In conjunction with the ongoing, generalized marketing of the arts, the County should consider the development of a specific cultural tourism development program. This can best be accomplished by developing a Cultural Tourism Plan. Many useful promotional tools can emerge from such an effort. Suggestions emerging from stakeholders during the planning process include:

- Create an “Arts Map,” mirroring the existing Wine Map.
- Use art-related signage to direct visitors to local cultural resources.
- Strategically placed arts and event kiosks can direct people to nearby offerings.
- Arts-related collateral materials should be systematically developed and placed in local hotels.
- Periodic meetings with hotel concierges would keep these important tourist ambassadors fully informed about available arts programs.
- Zoning changes could encourage artists and creative businesses to sell from their home.
- Permitting and regulatory changes could make it easier to mount festivals and special celebrations.
- Develop new tourism products (packaged experiences, festivals, tours, trails, cross-promotions, etc.) that would be especially attractive to visitors.

Creative Economy Planning

There is a growing awareness among local governments that economic development and cultural development are deeply interrelated and that the focus of cultural planning should embrace the entire creative sector – the tradition realm of artists and cultural organization PLUS the for-profit creative sector. The Economic Development Board should commission a Creative Economy plan that develops strategies for this important and growing sector. The plan would define the creative clusters that have emerged locally and suggest areas for further development. It would work with public agencies and local educational institutions to create workforce development programs. It can suggest creative business incubators and establish clusters that would encourage collaboration and crosspollination of ideas. It can promote a “buy local” strategy for creative enterprises, art galleries and other arts-related businesses. It could develop a creative sector clearinghouse, including an electronic portal, event information, and an inventory of creative businesses and funding opportunities. The plan would include research on successful models and “best practice” approaches to creative economy development.

Festival of Creativity

One specific program initiative that has been mentioned by numerous participants in this planning process has been the development of a national or international festival of the arts. This initiative, if undertaken, should go beyond the arts and be a Festival of Creativity, inclusive of the entire creative realm. This strategy can be a powerful adjunct to the effort to rebrand Sonoma County as a destination for the arts. The Spoleto Festival has drawn international attention to Charleston. Likewise, the New Orleans Jazz and Heritage Festivals, the Ashland Shakespeare Festival, and the Sundance Film Festival have all become closely associated with the image of their communities.

These festivals did not become successful overnight. They all began small and grew in size, artistic quality and reputation over time. The point is, they did begin, often building on existing local resources and showcasing local and regional talent. Over time, a Sonoma Festival of Creativity could become a magnet for national and international cultural tourists, in the same way the Edinburgh Festival, Documenta and the Venice Biennale attract 100s of thousands annually. By embracing the larger creative sector, it could distinguish itself among the many global arts celebrations.

Arts Education

One of the casualties of the public school funding crisis in California since the recession has been severe reductions in arts education. That, coupled with the emphasis on standardized testing, has deprived young people from opportunities to experience and participate in the arts. This is also counter to the State's educational goals and mandates, and means that many students have less opportunity to develop the skills and understanding they need to succeed in the 21st Century economy. Decades of research have thoroughly demonstrated the desirable outcomes of arts involvement by young people. Students of music perform better on math tests. Drama students exhibit greater empathy toward others and are more likely to be engaged civically. Dance students are more likely to commit to lifelong fitness. Visual arts students display greater special skills and a greater tolerance for ambiguity. Unfortunately, these are largely unrealized benefits.

According to the Sonoma County Office of Education, arts education in the county's 40 school districts has declined in recent years. Access to arts education is uneven from school to school and often depends on the ability of parents in a community to provide supplemental funding. California has mandated curriculum standards for the visual and performing arts (VAPA standards) but this as yet remains an unfunded mandate. There are additional barriers to implementation of statewide arts education requirements, such as the priority based on preparation for standardized testing, and drastic budget reductions over the past seven years necessitated by the state's fiscal crisis. To quote a district official, "Arts education in Sonoma County is an equity issue." In general terms, more affluent students are much more likely to receive arts education, while less affluent students receive less. Despite this disparity, there are willing partners to improve arts education, including the arts organizations that provide education programs, funders, teaching artists, the County Office of Education, local colleges and universities, creative businesses, city recreation programs, and others.

While arts education is not a responsibility of the County, Creative Sonoma can play a critical leadership and convening role for arts education stakeholders to explore collaborative efforts. It can advocate to elected officials as well as the general public. It can also provide funding for the education programs of local arts organizations, underwriting artist residencies in the school, professional development, technical assistance to school districts, and other efforts.

Public Art

Public art can serve many purposes in the community. It can beautify public spaces. It can support creative placemaking, community identity and wayfinding. It can commemorate local history and give expression to differing cultural heritages. It can transform functional elements – benches, sound walls, paving patterns, bike racks, kiosks, bridges, lighting fixtures – interesting and engaging. Since the first percent for art program in 1959 in Philadelphia, more than 600 U.S. cities and counties have established public art programs. Only the City of Santa Rosa has developed a public art program in Sonoma County. It is currently developing a public art master plan to guide its efforts.

Sonoma County should consider enacting a percent for art ordinance to ensure that art is incorporated into new and renovated capital projects. It should also consider extending the public art requirement to new private commercial, industrial and major residential development. Creation of this program would best be accomplished by developing a County public art master plan that includes mandates as well as incentives (state-of-the-art public art ordinances often include incentives for developers to contribute to an in lieu fund, for example). This plan would draft program policies, guidelines and procedures. It would establish artist selection processes and standards and would ensure meaningful community engagement. The plan would identify appropriate themes and sites for public art placement.

Cultural Facilities Development

The opening of the Green Music Center at Sonoma State University has been an exciting and welcome addition to the cultural landscape in Sonoma County. It is a state-of-the-art, acoustically superior performance hall, with the added flexibility for outdoor performances. Soon the MasterCard Amphitheater with a capacity of 10,000 will be added. Unfortunately, this standard of quality does not extend to the other performance and exhibition venues in Sonoma County. While there are notable exceptions like the Wells Fargo Center for the Arts, Sebastopol Center for the Arts, and the Sonoma Valley Art Museum, most cultural facilities in Sonoma County are limited in their capacity to support high quality performance and exhibition.

Creative Sonoma should undertake long-term planning to provide venues that are commensurate with the excellent arts being produced locally. Two specific projects ought to be considered. The first is the creation of one or more artist studio and live-work developments. This could begin to address the challenges many artists face in living and working in Sonoma County—the high cost of real estate and the affordability of rental space. Creative Sonoma could work with one of the national nonprofit artist space developers, such as ArtSpace or PLACE (Projects Linking Arts, Community and the Environment), to assess the feasibility of such a development.

The second project that has been suggested is the development of a Latino Cultural Center. Latinos represent a large and growing segment of the local population. One County supervisor noted that a large majority of the under 18 age population in Sonoma County is Latino. At the same time, while there are many Hispanic artists and vibrant cultural activities, Latino culture is a less-public presence in the mainstream arts ecology. Creation of a Latino Cultural Center would create a focal point and gathering place for this largely invisible demographic segment. It has been suggested that a possible site for such a Center would be the recently acquired Albertson's Store in Santa Rosa. Another suggestion would be one of the seven Veterans' buildings in the County, similar to the Sebastopol Center for the Arts.

Grantmaking

One of the most common activities of local arts agencies is granting funds to support artists and the operations and programming of arts and cultural organizations. Support for arts in this country rests on a three-legged stool: *earned income* (tickets, memberships, sales of merchandise), *contributed income* (from foundations, corporations, individual patrons) and *public support*, mostly from local government. On the average, an arts group will receive 60% of its revenues from earned income, 31% from contributed sources and 9% from government. The figure of 9% government support includes 4% from local government, slightly less than half. In Sonoma County, arts groups receive higher than average earned and contributed revenues and a much smaller proportion of total government support. If Sonoma County's support of arts and culture mirrored the national average of 4%, County arts grants would be approximately \$1.5 million. As described above in the section on the County's Advertising Fund (page 7), the County's current arts funding is less than \$278,360. This constitutes

less than 1% of total revenues for all arts and cultural organizations in the county. Also, arts organizations Sonoma County receive little or no support from city, State and Federal sources. The magnitude of need is therefore greater than the local government share, which at 9% would be approximately \$3.3 million.

What is the Need for Sonoma County Arts Grants?

All Nonprofit Arts and Cultural Organizations in Sonoma County

\$36,596,487	Total Revenues (all organizations)
\$1,463,859	4% of Total Revenues (national benchmark for local government support)
\$3,293,684	9% of Total Revenues (national benchmark for all government support)

Notes

Excludes Green Music Center at Sonoma State, whose budget falls within the overall budget of the university.
 Excludes organizations reporting to the IRS after 2012.
 For additional detail, see Table: Sonoma County Nonprofit Arts and Cultural Organizations, page 24.
 Data Source: National Center for Charitable Statistics (based on IRS filings)

Grantmaking should be spread among several categories. *Basic Operating Support* is intended to underwrite the basic operation of a cultural organization, without the expectation that the funding is tied to particular programs or activities. This category of funding is usually reserved for larger, professionally managed organizations. This is a particularly valuable form of support that when granted, should be stable or growing from year-to-year. Dramatic annual fluctuations in operating support can be a destabilizing factor in arts budgets. *Project Support* is appropriate for smaller organizations and volunteer-led groups. It is applied for annually and funds specific projects, programs and activities. *Development Support* underwrites major initiatives by organizations to develop and produce programs that are innovative. This type of support would be especially helpful in the kind of product development that will be needed to successfully promote cultural tourism. *Advancement Support* assists arts groups and artists to develop organizationally and artistically. Organizational advancement grants can support improvements in fundraising, audience development, strategic planning and leadership development, among others.

Structure and Governance of Creative Sonoma

Initially, Creative Sonoma should be incubated as a public entity under the auspices of the Economic Development Board, providing administrative support and office space. A fulltime professional arts administrator should staff Creative Sonoma, with appropriate support staff and resources. A partnership with Sonoma County Tourism can be explored for specific activities, such as arts marketing and cultural tourism. After a startup period of two or three years, the County Administrator’s Office will evaluate its ongoing structure and whether it should continue as a public entity or become a separate nonprofit organization. The initial board should be comprised of nine members, selected by the Director of the Economic Development Board through an open application process and based on qualifications, and then confirmed by the Board of Supervisors. Applicants should have demonstrated knowledge and experience in the arts, culture, humanities, education, and/or the creative economy. Every effort should be made to develop a diverse board, balancing expertise with representation. Representation in this context means a board that collectively reflects County geography, ethnicity, age and other demographic factors. It is essential that the Board avoid the appearance of any conflict of interest; board members must place the interests of the community above their individual commitments to an organization. Members should serve three-year terms, with a maximum service of two consecutive terms. Initial appointments to the board should be for staggered terms.

Initial Priorities for Creative Sonoma

Years One and Two

- Development of internal operating policies, committee structure, etc.
- Grantmaking program, beginning with administration of the Advertising Fund
- Services for artists

Sonoma County Economic Development Board

- Community-based cultural assessment
- Countywide arts and cultural marketing program
- Research and planning for a potential ballot initiative to create a dedicated funding source
- Cultural tourism planning and program development
- Creative economy planning

Year Three and Beyond

- Initiation of a Countywide Festival of Creativity
- Development of an arts education program
- Planning for a County public art program
- Development of a creative placemaking strategy
- Expansion of the grantmaking program
- Planning for new cultural facilities

Appendices

Creative Economy Memo

The following memo contains the observations of Steve Nivin, Ph.D., Assistant Professor of Economics at St. Mary's University. Dr. Nivin is also the Chief Economist for the San Antonio Hispanic Chamber of Commerce, Director of the SABER Research Institute at St. Mary's, and Director of the St. Mary's Neighborhood Revitalization Project. This memo is based on Dr. Nivin's preliminary background research on the county's creative economy and a site visit on May 12.

Developing The Creative Economy in Sonoma County: Initial Findings and Recommendations

In general, our philosophy of economic development is to create a stable ecosystem that fosters the overall development of the creative industry. This is different than just focusing on raw economic growth, mainly captured by raw employment growth of the industry. Growth is a good thing, but it is different than economic development from our perspective. Economic development is growth plus structural change that will take the industry to fundamentally new heights. Economic development goes beyond the typical focus of attracting new companies to a region; it requires creating an ecosystem that will advance the industry and the economy to new heights. This ecosystem consists of ten components:

1. Infrastructure
2. Quality of life
3. Marketing
4. Housing
5. Education/workforce development
6. Health
7. Social capital
8. Governance
9. Finance
10. Entrepreneurship

In order for any industry to thrive within a local economy, it needs to be positioned within an ecosystem where all of these components are a functioning network so as to act as a catalyst for its growth.

The creative industry is somewhat unique in that it not only needs such an ecosystem to thrive, but it helps foster the growth of many other industries within the region, much more so than many other industries. For example, the creative industry is a major component of the quality of life in many communities; it plays an increasingly important role in attracting and retaining workers; it helps improve the health (both mentally and physically) of the workforce and thus, can enhance their productivity; and it additionally plays a key role in the growth of many other industries by providing many of the creative services like graphic design, photography, advertising, marketing, and many other creative services that any industry requires to thrive. In that sense, it is a fundamental industry to the economic development of any local economy.

The creative industry is defined by each community to reflect the unique sectors of the industry within that community; the definition reflects the unique culture and creativity of the community. But from our perspective, it generally includes the non-profit arts, for-profit creative commercial enterprises, and individual artists. Within this framework, planning for the creation of an effectively functioning creative industry ecosystem is best achieved with a market analysis and in coordination and collaboration with planning for public art and cultural tourism. This is best achieved within the structure of a full cultural plan, as all of these components can best be synchronized for the maximum benefit of both the arts and economic development.

As an initial effort to explore the current status and opportunities within the creative industry in Sonoma County and to help inform the creation of a new arts agency with respect to its potential role in fostering the growth of the creative industry, I

visited the county on May 12 to collect information through a series of meetings with key stakeholders. The rest of this brief document outlines the meetings held and a summary of the general findings of these meetings. It will conclude with suggestions for how the newly created arts agency might assist with the development of the creative industry and the need for future planning.

Meetings attended:

- Petaluma Arts Center – about a dozen people in attendance
- Sonoma County Tourism Bureau – Mark Crabb and Beth Snow
- Jeffrey Schmidt – Sebastopol Entrepreneurs Project
- Caleb Adam Heye – Chimera Arts
- Lind Kelly – City of Windsor, Town Manager
- Christine Tevini – Windsor Chamber of Commerce
- Tara Thomson – City of Santa Rosa
- Mayor Scott Bartley – City of Santa Rosa
- Councilwoman Julie Combs – City of Santa Rosa
- Raissa De La Rossa – City of Santa Rosa

Summary of findings:

- There is a need for more collaboration among the various communities in Sonoma County.
- There are many parallels between art and wine upon which can take advantage to develop both.
- Agricultural tourism is a big opportunity.
- International tourism markets are growing.
- Tourism stakeholders are interested in promoting arts beyond current efforts but such an effort needs to be provided in a package format.
- It would be very helpful if there were a restaurant association but no one is willing to take leadership at this point.
 - Wine Road very good example of how this can be successful.
- Regarding entrepreneurial activity, zoning restrictions, lack of space, and lack of funding are key hurdles. There is also a need for incubator space.
- Smaller cities in the county have more arts activities and infrastructure than many realize and thus, may not be taking full advantage of it. These communities have a quality of life that is attractive to “creatives” but have very few artists and creative firms located in town.
- Residents often times take visitors to San Francisco because don’t realize the activities and arts venues they have in their own backyard. Indicative of an internal marketing issue.
- There is a need to coordinate efforts through a public art master plan.
- Several opportunities may exist for using arts and the creative industry to help revitalize some neighborhoods.
 - This may especially be the case around the train station in downtown Santa Rosa.
- As is typically the case, most creative enterprises within the county are small with a sprinkling of medium sized organizations.

In summary, there are some opportunities for the new arts agency (Creative Sonoma) to facilitate the development of the creative industry, such as working with existing organizations and partners to provide more space for creative firms and

artists, expanding funding opportunities, and providing seminars and other educational opportunities focused on operating a small business.

The discussions also indicated that there are some good building blocks in place on which to develop the creative industry ecosystem, but more planning is necessary to garner a more in-depth understanding of the current state of the ecosystem and how it might be further developed. As mentioned earlier, this is best achieved in the context of a general cultural arts plan that includes a market analysis and components for cultural tourism, public art, and the creative industry.

The process of planning for the creative industry would begin with a brief exercise to define the exact nature and scope of the creative industry in Sonoma County. With this information in hand, an analysis of the underlying economic data about the industry and the various pieces of the ecosystem (e.g., labor market, supply chain) would be undertaken. Additional research may be beneficial to help understand specific components such as the role of public art as a catalyst for development in the area. With the market analysis, these analyses help inform the discussions with stakeholders and development of pertinent strategies. It is then necessary to have in-depth conversations with various stakeholders throughout the Sonoma County economy to better understand the various aforementioned links within the ecosystem. In order to provide viable recommendations, it is vital to understand the strengths and weaknesses within these ten different components and their current role within the network of links that form the ecosystem.

Cultural Tourism Memo

The following memo contains the observations of Gary Esolen, Principal Consultant of PLACES. Mr. Esolen's central interest is in enabling richer lives in better communities through placemaking, economic development and tourism, and the arts. He is expert in tourism development and marketing; he is trained and accomplished in the most effective techniques of strategic planning, and he is a skilled communicator. This memo is based on Mr. Esolen's preliminary background research on the county's tourism industry and a site visit on May 12.

Enhancing Cultural Tourism in Sonoma County

Sonoma County Tourism is doing so well right now that there is little room for growth within the existing infrastructure. Some growth in room rates is possible and new hotel construction might be embraced as a growth strategy. At the present time, in-season hotel occupancies often reach 80%, and that is, practically speaking, a ceiling; higher levels begin to create their own problems. Strong visitor counts have spread into what were the shoulder seasons, narrowing the period of need to the first quarter of the year. Developing cultural tourism is not now perceived as a need for the tourism industry, and that is not likely to change soon.

However, two cultural tourism opportunities do exist: in season, artists, artisans, and cultural attractions can strategize to take advantage of the robust tourism market by marketing and presenting their offerings to visitors; and during the off-season they can make alliances with the tourism industry around creative events aimed to attract visitors. While pursuing both of those opportunities, Sonoma arts and cultural organizations and their constituents should also concentrate on filling out their "ecosystem" by developing their capacity and capabilities, creating a more mature market.

It is important that the tourism industry, and in particular the Sonoma County Convention and Visitor Bureau, and the similar bureaus in Santa Rosa and the Sonoma Valley, be actively involved in any strategy to build cultural tourism in the county. Otherwise divergent interests may remain hidden while a strategy is developed, and then may emerge to undermine development plans. Forging such alliances may well encounter obstacles, and one way to get things started is to invite leaders from each community (tourism, and arts and culture) to familiarize themselves with the other. The tourism industry regularly offers familiarization tours to journalists, tour companies and others; they could readily offer the same to the leadership of the arts and culture community, and the arts and culture community could reciprocate. Call this a familiarization strategy.

Discussions and even workshops should be held to educate the arts and culture community as to how to offer and market their product to visitors, a market development strategy.

Finally, a strategy to develop off-season events to attract visitors should be implemented, in a collaborative planning process: an events strategy.

Sonoma County has reasonably healthy tourism but is lacking in a strong sense of identity, though it has the landscape, the interesting culture, and the built environment to underpin such a sense of identity. Having a stronger destination identity would protect Sonoma from becoming too specialized as wine country, allowing it to adapt as other markets learn to compete with their presently dominant offerings. Developing a clear sense of identity will further foster shared love of place, already a major asset, one of the most powerful forms of social capital. It will help to shape local policy as well as building a foundation for tourism growth. PLACES can conduct a collaborative process to develop what we call an identity matrix, which is a visual tool that identifies the qualities of place, which lead people to form bonds of affection with Sonoma County, and develop lasting attachments to the place. If undertaken, such a process might precede the details of developing cultural tourism, providing a context for that work.

Planning Participants

The following list includes the communities, organizations and people that participated in development of the Creative Sonoma Arts Action Plan. During the three months of stakeholder engagement for this project, the consultants endeavored to meet with and visit a broad and representative set of stakeholders in the county's arts community and creative sector. The consultants held three work sessions with the Review Committee, conducted interviews and discussion groups with the individuals listed, and visited the communities and organizations. In all, more than 220 individuals participated directly in planning meetings. This list represents our best efforts to identify each person and organization with whom we had the pleasure to meet.

Organizations and Communities Visited

City of Petaluma
 City of Santa Rosa
 Cloverdale Arts Alliance
 Cloverdale Chamber of Commerce
 Cloverdale Historical Society
 Cloverdale Performing Arts Center
 Community Foundation Sonoma County
 Green Music Center
 Healdsburg Center for the Arts
 Healdsburg Chamber of Commerce
 North Bay Leadership Council
 Santa Rosa Chamber of Commerce
 Santa Rosa Symphony
 Sebastopol Center for the Arts
 Sonoma County Tourism Bureau
 Sonoma Valley Museum of Art
 Sonoma Valley Visitors Bureau
 South A Street, Santa Rosa
 The Imaginists Theater
 Towers Gallery
 Transcendence Theater Company
 Wells Fargo Center for the Arts
 Workforce Investment Board

Countywide Arts Forum

Wells Fargo Center for the Arts
 April 16, 2014

Approximately 135 people attended this town hall meeting. According to an informal poll taken at the start of the meeting, the majority of attendees were artists and other creative professionals. Other participants represented creative businesses, nonprofit arts organization staff and board members, arts educators, funders and patrons.

Individuals

County Supervisors
 Efren Carillo
 Shirlee Zane
 Susan Gorin
 David Rabbitt
 Mike McGuire

Sonoma County Economic Development Board

Stakeholders

Sherry Alderman – Director, Workforce Investment Board
Ingrid Alverde – Economic Development Manager, City of Petaluma
Robert Bailey – Board Member, Petaluma Arts Center
Robert Barnum – Chief Operations Officer, Transcendence Theatre Company
Scott Bartley – Mayor, City of Santa Rosa
Don Bennett – Petaluma Chamber of Commerce
Todd Bressi – Public Art Consultant to City of Santa Rosa
Vesna Breznikar – President, Healdsburg Center for the Arts
Beth Brown – President/CEO, Community Foundation Sonoma County
Holly Butler – Interim Director, Petaluma Arts Center
Jonathan Coe – President/CEO, Santa Rosa Chamber of Commerce
Bruce Cohn – BR Cohn Winery
Julie Combs – Councilwoman, City of Santa Rosa
Mark Crabb – Chief Sales Officer, Sonoma County Tourism
Karin Demarest – Vice President, Community Foundation Sonoma County
Jim de Priest – Artistic Director, Cloverdale Performing Arts Center
Kate Eilertsen – Executive Director, Sonoma Valley Museum of Art
Diane Evans – Executive Director, Sonoma County Museum
Olivia Everett – Executive Director, Arts Council Napa Valley
Veronica Ferguson – Sonoma County Administrator
Abigail Ferris – Petaluma Arts Center
Ken Fischang – President/CEO, Sonoma County Tourism
Linda Galletta – Executive Director, Sebastopol Center for the Arts
David Glass – Mayor, City of Petaluma
Barbara Harris – past Executive Director, Sonoma County Arts Council
Libby Harvey FitzGerald – Board Member, Economic Development Board
Michelle Heston – Regional Director of Public Relations, The Fairmont Sonoma Mission Inn & Spa
Caleb Adam Hays – Chimera Art Space
Khysie Horn – Owner, Quicksilver Mine Co. Gallery
Carla Howell – Executive Director, Healdsburg Chamber of Commerce
Ty Jones – Artist
Jonathan Kadlec – Assistant Treasurer, Sonoma County
Linda Kelly – Town Manager, Town of Windsor
Annee Booker Knight – Petaluma Public Art Commission
Elly Lichtenstein – Cinnabar Theatre
Brent Lindsay – Executive Director, The Imaginists
Daniel Lopez – Professor, Sonoma State University
Pat Maloney – Director of Guest Services, Green Music Center
Candace Mackey – Occidental Center for the Arts
Marie McCusker – Petaluma Downtown Association & Visitors Center
Karen McGahey – Director of Common Core and RSDSS, Sonoma County Office of Education
John McGuirk – Director, Performing Arts Program, Hewlett Foundation
David Mickaelian – Assistant City Manager, City of Healdsburg
Jennifer Milligan – Administrative Analyst, Sonoma County
Elissa Morrash – Executive director, Cloverdale Historical Society
Cynthia Murray – President, North Bay Leadership Council
Richard Nowlin – Executive Director, Wells Fargo Center for the Arts
Danielle O’Leary – Economic Development Manager, City of Santa Rosa
Nancy Persons – Interim Dean of Instruction, Arts & Humanities, Santa Rosa Junior College
Karen Peterson – Board Member, Petaluma Arts Center
Wendy Peterson – Executive Director, Sonoma Valley Visitors Bureau
Kelley Rajala – Owner, Local Works
Katherine Rinehart – Sonoma County Library
Robin Seltzer – Development Director, Wells Fargo Center for the Arts
Alan Silow – Director, Santa Rosa Symphony
Beth Snow – Marketing Manager, Sonoma County Tourism
Carolyn Stark – Executive Director, Sonoma County BEST
Stephan Stubbins – Executive Director, Transcendence Theatre Company

Sherry Swayne – Board Chair, Wells Fargo Center for the Arts
Christine Tevini – President/CEO, Windsor Chamber of Commerce and Visitors Center
Tara Thompson – Arts Coordinator, City of Santa Rosa
Mario Uribe – Artist, Cofounder of SOFA Arts District
Christine Walker – Petaluma Design Guild
Tom Whitaker – CEO, Motion Analysis
Robin Wilkerson – Manager, Cloverdale Chamber of Commerce

Arts Patrons

Corrick Brown
Pam Chanter
Chris Costin
Ellen De Martini
Kate Ecker and John Mackie
Kathleen Eckert
Steven Oliver
Marne Olson
Jack Stuppin
Carieen and Che Voight
Judy Voight

Stakeholders Review Group

Lindsay Austin, Tech Sector
Pam Chanter, Vantreo Insurance, EDB Board Chair
Raissa de la Rosa, City of Santa Rosa / Economic Development
Karin Demarest, Community Foundation Sonoma County
Kate Eilertsen, Sonoma Valley Museum
Linda Galletta, Sebastopol Center for The Arts
Andy Gravelle, EMG Pickups
Caleb Haye, Chrima Arts/Touchfab
Warren Hedgpeth, Architect
Khysie Horn, Quicksilver Art Gallery / Retired
Vicky Kumpfer, Fulton X Gallery
Brent Lindsay, The Imaginists Theater
Karen Peterson, SRJC / Artist / Petaluma Arts Center
Rhoann Ponseti, First Community Bank
Thaine Stearns, Sonoma State University
Susan Upchurch, Board of Supervisors Staff
Mario Uribe, Artist
Dana Woodman, Chimera Arts

Sonoma County Nonprofit Arts and Cultural Organizations

Nonprofit Arts and Cultural Organizations in Sonoma County

From IRS Records (National Center for Charitable Statistics)

As of FY2012

Data Summary

Organizational Counts		Organizational Finances	
Total number of nonprofit arts and cultural organizations	210	8,737,810	Largest budget (total revenues)
Total reporting income last year (= active)	103	1,712	Smallest budget (total revenues)
Total number in Santa Rosa	39	76,594	Median budget
Petaluma	17	55,417	Median assets
Sonoma	13		
Healdsburg	9	36,596,487	Total Revenues (all organizations)
Sebastopol	7	98,559,121	Total Assets (all organizations)
Cloverdale	3		
Cotati	3	1,463,589	4% of Total Revenues = national average of local government support
Guerneville	2		
Glen Ellen	2		
Penngrove	2		<i>Comments</i>
Occidental	2		Excludes Green Music Center at Sonoma State, whose budget falls within the overall budget of the university.
Rohnert Park	2		Excludes organizations reporting to the IRS after 2012.
Jenner	1		
Windsor	1		

Name	City	State	Type of Cultural Organization	Total Revenue	Total Assets	Tax Period*	Year Obtained Nonprofit Status
Access Healdsburg	Healdsburg	CA	A32 Television	26,878	48,395	2011	2003
Alliance Francaise de Santa Rosa	Santa Rosa	CA	A23 Cultural & Ethnic Awareness	82,092	23,072	2012	1993
American Composers Forum of San Francisco Inc	Petaluma	CA	A68 Music	151,367	136,209	2010	2004
American Philharmonic Association	Cotati	CA	A69 Symphony Orchestras	143,771	5,604	2011	2002
American Society of Church History	Santa Rosa	CA	A80 Historical Organizations	203,808	322,922	2011	1964
Arts Guild of Sonoma	Sonoma	CA	A40 Visual Arts	93,478	34,419	2011	1977
Bilingual Broadcasting Foundation Inc Kbbf Fm	Santa Rosa	CA	A30 Media & Communications	84,754	67,503	2011	1971
California Indian Museum and Cultural Center	Santa Rosa	CA	A53 Folk Arts Museums(Draft Code not for internal IRS use)	580,410	716,999	2011	1996
California Martial Arts Institute	Sonoma	CA	A20 Arts & Culture	142,391	7,471	2011	1997
Cambodian Community Cultural Center	Santa Rosa	CA	A20 Arts & Culture	83,086	6,053	2008	1993
Center for Creative Arts Therapies	Santa Rosa	CA	A20 Arts & Culture	35,018	19,546	2011	2000
Charles M Schulz Museum and Research Center	Santa Rosa	CA	A50 Museums	4,674,841	35,307,499	2012	1999
Childrens Museum of Sonoma County	Santa Rosa	CA	A50 Museums	139,504	116,794	2011	2005
Cinnabar Arts Corporation	Petaluma	CA	A65 Theater	598,069	117,749	2012	1987

Cloverdale Arts Alliance	Cloverdale	CA	A01 Arts, Culture & Humanities: Alliances & Advocacy	97,421	58,019	2011	2001
Cloverdale Historical Society	Cloverdale	CA	A82 Historical Societies & Historic Preservation	80,831	1,676,994	2012	1988
Cloverdale Performing Arts Center Inc	Cloverdale	CA	A61 Performing Arts Centers	58,071	759,751	2012	2008
Commitment and Sacrifice Foundation	Sonoma	CA	A31 Film & Video	30,008	6,523	2011	2009
Community Guild	Petaluma	CA	A20 Arts & Culture	25,142	82,548	2011	2010
Concerts Grand	Santa Rosa	CA	A68 Music	8,700	900	2011	2003
Cotati Accordion Festival	Cotati	CA	A68 Music	1,712	20,396	2011	1995
Country Dance and Song Society Inc	Sebastopol	CA	A24 Folk Arts	58,971	41,935	2011	1993
North Bay Country Dance Society	Santa Rosa	CA	A26 Arts & Humanities Councils & Agencies	440,560	124,770	2010	1984
Cultural Arts Council of Sonoma County	Santa Rosa	CA	A1168 Arts, Culture & Humanities: Single Organization Support	160,156	123,809	2012	2003
East Side Friends of Music	Petaluma	CA	A23 Cultural & Ethnic Awareness	254,336	1,785,486	2012	1972
Finnish American Home Association	Sonoma	CA	A82 Historical Societies & Historic Preservation	507,027	521,519	2012	1977
Fort Ross Conservancy	Jenner	CA	A82 Historical Societies & Historic Preservation	507,027	521,519	2012	1977
H Town Youth Theatre	Healdsburg	CA	A65 Theater	65,234	14,026	2012	2011
Healdsburg Center for the Arts	Healdsburg	CA	A20 Arts & Culture	174,972	58,476	2011	2004
Healdsburg Jazz Festival Inc	Healdsburg	CA	A6C Bands & Ensembles	301,489	39,132	2011	2003
Healdsburg Museum and Historical Society	Healdsburg	CA	A82 Historical Societies & Historic Preservation	135,617	842,373	2011	1977
Healdsburg Performing Arts Theater Inc	Healdsburg	CA	A60 Performing Arts	281,162	985,243	2012	2002
Historic Railroad Square Association	Santa Rosa	CA	A54 History Museums	25,786	33,932	2012	2005
Jack London Foundation Inc	Glen Ellen	CA	A70 Humanities	12,315	144,274	2012	1984
Japanese American Citizens League Sonoma County Chapter	Santa Rosa	CA	A23 Cultural & Ethnic Awareness	74,917	1,097,364	2011	1964
Knights of Indulgence Theatre	Santa Rosa	CA	A65 Theater	114,027	22,254	2011	2002
United States, the Imaginists	Santa Rosa	CA	A65 Theater	114,027	22,254	2011	2002
Lincoln Holding Company Inc	Santa Rosa	CA	A60 Performing Arts	65,241	1,771,419	2011	2004
Listening for A Change	Santa Rosa	CA	A40 Visual Arts	57,406	9,394	2011	1999
Luther Burbank Memorial Foundation	Santa Rosa	CA	A61 Performing Arts Centers	8,737,810	14,122,528	2012	1979
Marin Experimental Teaching Training and Advising Center	Petaluma	CA	A70 Humanities	128,419	52,814	2012	1984
Martial Arts Youth Institute M A Y I	Santa Rosa	CA	A25 Arts Education	160,737	39,608	2011	2010
Moonlight Quilters of Sonoma County	Santa Rosa	CA	A40 Visual Arts	44,024	24,181	2010	1994
Mr Music Foundation	Sebastopol	CA	A68 Music	31,355	21,860	2010	2009
National Womens History Project	Santa Rosa	CA	A80 Historical Organizations	117,144	164,531	2011	1985
Womens History Project	Santa Rosa	CA	A1134 Arts, Culture & Humanities: Single Organization Support	19,870	2,100,881	2011	1974
New Dimensions Foundation	Santa Rosa	CA	A23 Cultural & Ethnic Awareness	290	266,093	2011	1984
North Bay Italian Cultural Foundation	Santa Rosa	CA	A23 Cultural & Ethnic Awareness	290	266,093	2011	1984
North Bay Performing Arts Association	Petaluma	CA	A62 Dance	16,748	21,803	2011	1996
Northwestern Pacific Railroad Historical Society Inc	Santa Rosa	CA	A82 Historical Societies & Historic Preservation	46,580	186,853	2011	1992
Occidental Center for the Arts	Occidental	CA	A20 Arts & Culture	90,544	319,383	2011	2012
Outer Voices	Healdsburg	CA	A30 Media & Communications	74,765	435	2011	2008
Pacific Coast Air Museum	Santa Rosa	CA	A54 History Museums	472,501	791,338	2011	1990
Pegasus Theater Company Incorporated	Guerneville	CA	A65 Theater	36,115	6,051	2011	2001
Penngrove Power and Implement Museum Inc	Penngrove	CA	A50 Museums	2,120	2,022	2011	2006

Sonoma County Economic Development Board

Petaluma Arts Council	Petaluma	CA	A26 Arts & Humanities Councils & Agencies	167,114	947,426	2011	2002
Petaluma City Ballet Ballet Brillant	Petaluma	CA	A63 Ballet	63,945	9,352	2012	1989
Petaluma Community Access Inc	Petaluma	CA	A32 Television	242,263	239,373	2012	1997
Petaluma Holy Ghost Society	Petaluma	CA	A23 Cultural & Ethnic Awareness A1154 Arts, Culture & Humanities: Single Organization Support	116,095	753,075	2012	2003
Petaluma Museum Association	Petaluma	CA	A6E Performing Arts Schools	62,380	180,183	2012	1984
Petaluma Phoenix Center Inc	Petaluma	CA	A6E Performing Arts Schools	90,878	694,424	2011	2003
Petaluma Small Craft Center	Petaluma	CA	A40 Visual Arts	69,252	41,718	2012	2011
Petauma Small Craft Center Coalitio	Petaluma	CA	A56 Natural History & Natural Science Museums	78,271	227,119	2011	1995
Petaluma Wildlife and Natural Science Museum	Petaluma	CA	A56 Natural History & Natural Science Museums	78,271	227,119	2011	1995
Petaluma Wine Jazz and Blues Festival Inc	Petaluma	CA	A6C Bands & Ensembles	44,061	8,752	2011	2009
Rancho Obi Wan Inc	Petaluma	CA	A50 Museums	3,894	3,883	2011	2012
Redwood Empire Chinese Association	Santa Rosa	CA	A23 Cultural & Ethnic Awareness A82 Historical Societies & Historic Preservation	51,950	1,375,933	2011	1996
Rohnert Park Historical Society	Rohnert Park	CA	A82 Historical Societies & Historic Preservation	1,796	702	2011	2011
Roustabout Theater Inc	Santa Rosa	CA	A65 Theater	173,430	3,768	2011	2005
Rural California Broadcasting Corp	Santa Rosa	CA	A65 Theater	173,430	3,768	2011	2005
Krcb TV Channel 22	Rohnert Park	CA	A32 Television	3,106,770	4,082,129	2011	1981
Russian River Sisters Perpetual Indulgence Inc	Guerneville	CA	A20 Arts & Culture	89,965	20,208	2010	2004
Sacred Arts Communications	Cotati	CA	A30 Media & Communications	33,189	510	2011	2000
San Francisco Artspace	Sebastopol	CA	A20 Arts & Culture	59,300	27,378	2011	1995
Santa Rosa Childrens Chorus	Santa Rosa	CA	A19 Arts, Culture & Humanities: Support N.E.C.	88,653	16,961	2011	1990
Santa Rosa Community Media Access Center Inc	Santa Rosa	CA	A30 Media & Communications	857,738	429,964	2012	1996
Santa Rosa Players	Santa Rosa	CA	A65 Theater	864,528	828,666	2012	1972
Santa Rosa Quilt Guild	Santa Rosa	CA	A40 Visual Arts	31,678	42,017	2011	1984
Santa Rosa Symphony Association	Santa Rosa	CA	A69 Symphony Orchestras	5,688,019	11,193,817	2012	1988
Santa Rosa Symphony League	Santa Rosa	CA	A1169 Arts, Culture & Humanities: Single Organization Support	30,106	9,496	2012	1962
School for the Arts Community Organization	Santa Rosa	CA	A25 Arts Education	73,340	27,979	2012	2008
Scottish Fiddlers of California	Santa Rosa	CA	A1923 Arts, Culture & Humanities: Support N.E.C. A1265 Arts, Culture & Humanities: Fund Raising & Fund Distribution	480,149	481,091	2011	1991
Sebastiani Theater Foundation Inc	Sonoma	CA	A1265 Arts, Culture & Humanities: Fund Raising & Fund Distribution	15,537	44,185	2011	2008
Sebastopol Center for the Arts	Sebastopol	CA	A20 Arts & Culture	410,635	443,055	2011	1989
Society for the Advancement of the Arts and Film	Glen Ellen	CA	A31 Film & Video	41,098	743	2011	1991
Sonoma City Opera	Sonoma	CA	A6A Opera	1,867	1,141	2011	1985
Sonoma County Bach Society	Santa Rosa	CA	A68 Music	121,015	19,808	2012	2009
Sonoma County Chamber Singers	Santa Rosa	CA	A6B Singing & Choral Groups	6,790	692	2011	2004
Sonoma County Museum Foundation	Santa Rosa	CA	A54 History Museums	1,132,844	6,815,505	2011	1978
Sonoma League for Historic Preservation	Sonoma	CA	A82 Historical Societies & Historic Preservation	21,061	875,694	2011	1974
Sonoma Plein Air Foundation	Sonoma	CA	A12 Arts, Culture & Humanities: Fund Raising & Fund Distribution	252,448	34,275	2011	2003
Sonoma Theater Alliance	Sonoma	CA	A65 Theater	34,150	39,859	2011	2010
Sonoma Valley Chorale Inc	Sonoma	CA	A6B Singing & Choral Groups	57,504	49,098	2012	1976
Sonoma Valley Film Society	Sonoma	CA	A31 Film & Video	539,355	51,496	2012	1999

Sonoma Valley Historical Society Inc Depot Park Museum	Sonoma	CA	A82 Historical Societies & Historic Preservation	44,956	417,613	2011	1977
Sonoma Valley Museum of Art	Sonoma	CA	A51 Art Museums	426,704	1,858,630	2011	1998
Start Soco	Santa Rosa	CA	A20 Arts & Culture	73,041	72,012	2011	2001
Sturgeons Mill Restoration Project Inc	Sebastopol	CA	A50 Museums	58,576	365,299	2012	2003
Sweet Adelines International Pacific Empire	Petaluma	CA	A6B Singing & Choral Groups	43,525	49,225	2012	1966
Sweet Adelines International Song of Sonoma Chapter	Santa Rosa	CA	A6B Singing & Choral Groups	5,219	1,130	2011	1955
The Crandall Brothers Music With A Message Inc	Windsor	CA	A68 Music A26 Arts & Humanities	48,559	124,625	2011	1994
The Redwood Arts Council	Occidental	CA	Councils & Agencies	55,323	14,635	2012	1982
Threshold Choir	Sebastopol	CA	A6B Singing & Choral Groups A0582 Arts, Culture & Humanities: Research Institutes	146,947	49,557	2011	2010
Tile Heritage Foundation	Healdsburg	CA	& Public Policy Analysis A99 Arts, Culture & Humanities	153,478	97,093	2011	1992
Universal Ship Cancellation Society	Healdsburg	CA	N.E.C. A23 Cultural & Ethnic	44,790	152,766	2012	1979
Voice of Roma	Sebastopol	CA	Awareness	163,704	58,051	2010	1999
Walking Elephant Theatre Company	Penngrove	CA	A65 Theater	40,787	905	2011	2012
Wings Martial Academy of Fine Arts	Santa Rosa	CA	A25 Arts Education	38,800	4,952	2010	2010
Organizations Reporting No Income (too small for reporting requirements or inactive)							
Actors Basement Theater Company	Santa Rosa	CA	A65 Theater	0	0	2011	2011
Actors Theater for Children	Santa Rosa	CA	A65 Theater	0	0	2012	1975
Alliance for Contemporary Art	Santa Rosa	CA	A25 Arts Education A0368 Arts, Culture & Humanities: Professional	0	0	2010	2001
American Guild of Organists 906 Redwood Empire Chapter	Santa Rosa	CA	Societies & Associations A82 Historical Societies & Historic Preservation	0	0	2012	1960
Annapolis Historical Society	Annapolis	CA		0	0	2012	1980
Art Everywhere	Forestville	CA	A25 Arts Education	0	0	2012	2000
Art Takes A Village Inc	Healdsburg	CA	A25 Arts Education	0	0	2012	2007
Artistic Wonders Society	Santa Rosa	CA	A90 Arts Services A0340 Arts, Culture & Humanities: Professional	0	0	2012	2012
Association of Traditional Hooking Artists Wine Country Rug Hookers	Sebastopol	CA	Societies & Associations	0	0	2012	2004
Blue Wing Adobe Tr	Sonoma	CA	A80 Historical Organizations	0	0	2012	2011
California Directors Theatre	Santa Rosa	CA	A65 Theater	0	0	2012	1998
California Wine Museum	Healdsburg	CA	A50 Museums	0	0		2012
Camp Rose Players Inc	Healdsburg	CA	A65 Theater	0	0	2012	1979
Cantiamo Sonoma	Santa Rosa	CA	A6B Singing & Choral Groups A23 Cultural & Ethnic	0	0	2012	2005
Clan Cochrane in North America	Santa Rosa	CA	Awareness	0	0	2012	2013
Clan Maclean Association California Branch	Santa Rosa	CA	A23 Cultural & Ethnic Awareness	0	0	2010	1994
Communication Schools Taxpayers Academics Results	Windsor	CA	A30 Media & Communications A82 Historical Societies & Historic Preservation	0	0	2012	2005
Cotati Historical Society	Cotati	CA		0	0	2012	2007
Council for Community Television Curtain Call Theatre at the Russian River	Petaluma	CA	A32 Television	0	0	2012	2001
Curtain Call Theatre at the Russian River	Sebastopol	CA	A65 Theater	0	0	2012	2010
Daughters of the British Empire in Northern California Robert L Stevenson Chapter	Sonoma	CA	A23 Cultural & Ethnic Awareness A99 Arts, Culture & Humanities	0	0		1990
Dreamweather Foundation	Sebastopol	CA	N.E.C.	0	0	2012	2004

Sonoma County Economic Development Board

Dry Creek Valley Association	Healdsburg	CA	A23 Cultural & Ethnic Awareness	0	0	2012	2009
El Molino Friends of Music Foundation	Forestville	CA	A1168 Arts, Culture & Humanities: Single Organization Support	0	0	2012	2007
Embroiderers Guild of America Inc	Santa Rosa	CA	A40 Visual Arts	0	0		1976
Redwood Stitchers Chapter	Santa Rosa	CA	A25 Arts Education	0	0	2012	1993
Expanding Your Horizons Sonoma County	Sebastopol	CA	A31 Film & Video	0	0	2012	1976
Eye Music Filmworks Series Incorporated	Santa Rosa	CA	A23 Cultural & Ethnic Awareness	0	0	2012	2010
Federacion de Michoacanos Del Norte de California	Santa Rosa	CA	A65 Theater	0	0	2012	2011
Fepo Theatre Company	Santa Rosa	CA	A20 Arts & Culture	0	0	2012	2001
Flamenco Universal Elizabeth Bortolotto	Forestville	CA	A82 Historical Societies & Historic Preservation	0	0	2011	2001
Forestville Historical Society	Santa Rosa	CA	A1161 Arts, Culture & Humanities: Single Organization Support	0	0	2012	2012
Friends of Artquest Incorporated	Glen Ellen	CA	A82 Historical Societies & Historic Preservation	0	0	2012	2000
Glen Ellen Historical Society	Petaluma	CA	A68 Music	0	0	2012	2008
Green Music Foundation	Annapolis	CA	A65 Theater	0	0	2012	1982
Gulf of the Farallones	Santa Rosa	CA	A70 Humanities	0	0	2012	2005
Haiku North America	Healdsburg	CA	A6B Singing & Choral Groups	0	0	2012	2007
Healdsburg Community Chorus	Petaluma	CA	A68 Music	0	0	2012	2010
Himalayas Fiddle Adventures Inc	Glen Ellen	CA	A82 Historical Societies & Historic Preservation	0	0	2012	1992
Historical Preservation of Glen Alpine Springs Inc	Sebastopol	CA	A68 Music	0	0	2012	2012
Hubbub Music Society	Sebastopol	CA	A65 Theater	0	0	2012	1975
Independent Eye Ltd	Santa Rosa	CA	A33 Printing & Publishing	0	0	2011	1979
Intuition Network	Petaluma	CA	A68 Music	0	0		1991
Kings Chapel the Chapel Notes	Petaluma	CA	A23 Cultural & Ethnic Awareness	0	0	2012	2012
Las Manitas de Petaluma Spanish English Dual Immersion Inc	Santa Rosa	CA	A20 Arts & Culture	0	0	2011	2002
Las Manitas	Santa Rosa	CA	A68 Music	0	0	2012	2012
Literary Arts Guild Inc	Sebastopol	CA	A33 Printing & Publishing	0	0	2011	2012
Lovemanifest Inc	Santa Rosa	CA	A70 Humanities	0	0	2011	1976
Metaintegral Foundation Inc	Cotati	CA	A68 Music	0	0	2012	2003
Monans Rill Institute Inc	Cotati	CA	A65 Theater	0	0	2011	2009
Mozarts Amazing Musicians	Santa Rosa	CA	A80 Historical Organizations	0	0	2012	1969
Narrow Way Stage Company	Petaluma	CA	A80 Historical Organizations	0	0	2012	1958
National Society of the Daughters of the American Revolution	Santa Rosa	CA	A6C Bands & Ensembles	0	0	2012	2005
Caymus DAR	Sebastopol	CA	A62 Dance	0	0	2012	1996
National Society of the Daughters of the American Revolution Santa Rosa DAR	Occidental	CA	A6B Singing & Choral Groups	0	0	2012	1985
New Horizons Band of Sonoma County	Santa Rosa	CA	A99 Arts, Culture & Humanities N.E.C.	0	0	2012	1995
North American Folk Music and Dance Alliance Connecticut	Sonoma	CA	A20 Arts & Culture	0	0	2012	1996
Folklife Project Inc	Petaluma	CA	A12 Arts, Culture & Humanities: Fund Raising & Fund Distribution	0	0	2011	2010
Occidental Community Choir							
One World Peace Foundation							
Otto Hitzberger Foundation							
Pelican Art Foundation							

Performing Artists Coalition for Theater Main Stage West	Sebastopol	CA	A60 Performing Arts	0	0		2011
Petaluma Quilt Guild	Petaluma	CA	A40 Visual Arts	0	0	2012	1994
Petaluma Readers Theatre	Petaluma	CA	A65 Theater	0	0	2012	2012
Petaluma Trolley	Petaluma	CA	A80 Historical Organizations	0	0	2012	2001
Piner High School Athletic Hall of Fame Inc	Santa Rosa	CA	A50 Museums	0	0	2012	2007
Play on Foundation	Sonoma	CA	A65 Theater	0	0	2012	2005
Rancho Bodega Historical Society Inc	Bodega Bay	CA	A82 Historical Societies & Historic Preservation	0	0	2012	1996
Realize Dance	Graton	CA	A62 Dance	0	0	2011	2010
Redwood Empire Handweavers and Spinners Guild	Petaluma	CA	A40 Visual Arts	0	0	2011	1991
Redwood Empire Live Steamers Inc	Santa Rosa	CA	A50 Museums	0	0	2012	2005
Redwood Region Ornithological Society Inc	Petaluma	CA	A70 Humanities	0	0	2012	1988
Rohnert Park Seniors Craft Shoppe	Rohnert Park	CA	A40 Visual Arts	0	0	2012	1992
Ronwallace Org	Rohnert Park	CA	A62 Dance	0	0	2012	2012
Russian River Chamber Music Society	Healdsburg	CA	A6C Bands & Ensembles A82 Historical Societies & Historic Preservation	0	0	2012	1994
Russian River Historical Society	Monte Rio	CA	A6C Bands & Ensembles A82 Historical Societies & Historic Preservation	0	0	2007	1986
San Francisco Concerto Orchestra	Guerneville	CA	A69 Symphony Orchestras	0	0	2012	1995
San Francisco Jazz Dance Company	Petaluma	CA	A62 Dance	0	0	2012	1985
Santa Rosa Photographic Society	Santa Rosa	CA	A40 Visual Arts	0	0	2012	1987
Santa Rosa Sonoma County Ballet Guild Inc	Santa Rosa	CA	A63 Ballet	0	0	2012	1964
Santa Rosa Symphonic Chorus	Santa Rosa	CA	A6B Singing & Choral Groups A1240 Arts, Culture & Humanities: Fund Raising & Fund Distribution	0	0	2012	1996
Shona Artist Fund Inc	Glen Ellen	CA	A6B Singing & Choral Groups A1240 Arts, Culture & Humanities: Fund Raising & Fund Distribution	0	0	2011	2009
Silver Moon Theatre	Sonoma	CA	A65 Theater	0	0	2010	2010
Sirens Studio for Youth and the Arts	Petaluma	CA	A25 Arts Education	0	0	2012	2001
Society for Philosophy Dept of Languages and Philosophy	Rohnert Park	CA	A70 Humanities	0	0	2012	1985
Society for Preservation and Encourmt of Barbershop Quartet	Petaluma	CA	A68 Music	0	0	2012	1946
Singing Amer D008 Santa Rosa	Petaluma	CA	A68 Music	0	0	2012	1946
Society for Technical Communication Northbay Chapter	Sonoma	CA	A30 Media & Communications	0	0	2011	1961
Sonoma County Genealogical Society Inc	Santa Rosa	CA	A80 Historical Organizations	0	0	2012	1975
Sonoma County Model Railroad Society	Santa Rosa	CA	A54 History Museums	0	0	2010	2002
Sonoma Hometown Band Inc	Sonoma	CA	A6C Bands & Ensembles	0	0	2010	1993
Sonoma Theatre Company	Sonoma	CA	A65 Theater	0	0		2012
Sonoma Valley Arts Alliance Inc	Sonoma	CA	A26 Arts & Humanities Councils & Agencies	0	0	2011	1989
Sonoma Valley Jazz Society	Sonoma	CA	A6C Bands & Ensembles	0	0	2012	1995
Sonoma Valley Music Society	Sonoma	CA	A68 Music A23 Cultural & Ethnic Awareness	0	0	2012	2004
Sonoma Vietnamese Association	Santa Rosa	CA	A68 Music A23 Cultural & Ethnic Awareness	0	0	2012	2011
Sophias Garden and Healing Arts Center Inc	Sebastopol	CA	A20 Arts & Culture	0	0	2012	2009
Southwest Section of the Ninety Nines Inc Santa Rosa Chapter	Geyserville	CA	A70 Humanities	0	0	2012	1977
Traditional Ragtime and Dixieland Jazz Appreciation Strutters Societ	Rohnert Park	CA	A6C Bands & Ensembles A03 Arts, Culture & Humanities: Professional Societies & Associations	0	0	2012	1990
Valley of the Moon Art Association Inc	Boyes Hot Springs	CA	A03 Arts, Culture & Humanities: Professional Societies & Associations	0	0	2011	1992

Sonoma County Economic Development Board

Venado Historical Society	Healdsburg	CA	A82 Historical Societies & Historic Preservation	0	0	2012	2013
Vietnamese Msrtyrs Community	Santa Rosa	CA	A23 Cultural & Ethnic Awareness	0	0		1946
West County Film Society	Sebastopol	CA	A31 Film & Video	0	0	2011	2008
Western Sonoma County Historical Society	Sebastopol	CA	A82 Historical Societies & Historic Preservation	0	0	2012	1978
Windsor Arts Council	Windsor	CA	A26 Arts & Humanities Councils & Agencies	0	0	2011	2001
Windsor Historical Society	Windsor	CA	A82 Historical Societies & Historic Preservation	0	0	2012	2009
Wine Country Opera Inc	Santa Rosa	CA	A6A Opera	0	0	2011	1999
Women on the Inner Journey Foundation	Sonoma	CA	A23 Cultural & Ethnic Awareness	0	0	2011	1995
World Music in Schools Foundation	Sebastopol	CA	A6E Performing Arts Schools	0	0	2011	1988
Yronwode Institution Yippie	Forestville	CA	A33 Printing & Publishing	0	0		2012
Yuris Night	Santa Rosa	CA	A84 Commemorative Events	0	0	2011	2011



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 48
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Ed Buonaccorsi: 707-565-3193

Supervisorial District(s):

All

Title: Art on County Property Policy

Recommended Actions:

Adopt a Public Art Policy and Guidelines for County-owned, controlled and/or leased facilities.

Executive Summary:

Background:

Art in public space helps to enrich our community by integrating a diverse and wide range of art into County owned, controlled and leased public spaces. Currently the County does not have a policy or guidelines for this potential show case of talents and skills. The proposed Public Art Policy and Guidelines establishes those policies and guidelines.

Proposed Policy:

The County has display space for the exhibition of artwork, crafts, and collections of unique, interesting or historically significant items. Providing such space can facilitate the County's interest to promote intellectual freedom, foster life-long learning, promote cultural and leisure activities, and increase the public's awareness of the County's cultural and artistic resources.

By establishing selection and installation parameters by way of an art policy, exhibit space can be made available on an equitable basis to individuals or groups with respect to artworks that best meet the standards for acceptance. In addition the policy addresses the selection of art and displays and recommends the creation of a three to five member Art Advisory Committee, selected by the Board of Supervisors, to review requests and make recommendations. Decisions related to artwork and location include the tenant department. The County Administrators Office and/or General Services Director if delegated by the CAO will have final approval authority of recommended installations.

This policy also sets forth the need for an agreement between the artist and the County, and would require the execution of an agreement between the artist and the County prior to display of art. The agreement will address but not be limited to items such as ownership, indemnity, liability, installation and maintenance responsibility and costs, and long term disposition of the art or display. In addition, the policy establishes guidelines for mounting and installing artwork and/or displays. The specific variables addressed by the policy are noted in

Attachment 1 – Administrative Policy, Public Art Policy and Guidelines for County Property.

Developing an art policy for new construction requires additional engagement of impacted stakeholders. This policy does not address this, however staff is of the opinion that such a policy and program can be formulated under the framework of the proposed policy for existing facilities. To reiterate, the proposed policy and guidelines under discussion are for displaying artwork in current County owned, controlled and leased facilities and public spaces.

If the Board approves the proposed policy, staff will return to the Board with a second action to formally create the proposed Art Advisory Committee and appoint committee members after completion of the proper noticing of committee vacancies.

Prior Board Actions:

None

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Civic Services and Engagement – This policy and guidelines establishes standards and process to allow our community to engage in displaying artwork in County facilities owned, controlled and/or leased.

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):

Cost and fiscal impacts will be determined by the terms of the Agreement. The cost of administrating of the Art Advisory Committee will be covered by existing staff.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
Attachment 1: Public Art Policy and Guidelines for County Property
Related Items "On File" with the Clerk of the Board:



ADMINISTRATIVE POLICY _____

Public Art Policy and Guidelines for County Property

Approved: Board of Supervisors

Authority: General Services Director

Clerk of the Board

Date: 6/24/2014

I. Purpose

This policy provides guidelines for displaying artwork in County of Sonoma (County) owned, controlled and/or leased facilities.

The County offers display space for the exhibition of artwork, crafts, and collections of unique, interesting or historically significant items to fulfill its mission to promote intellectual freedom, life-long learning, and cultural and leisure activities, and to increase public awareness of the County's resources. All exhibits are free and open to the public.

II. Art Display Policy

The County encourages exhibitions of painting, photography, sculpture, crafts, and more for civic, cultural, educational and recreational purposes. The County will strive to ensure that exhibit space is made available on an equitable basis to individuals or groups with respect to artworks that best meet the standards for acceptance as outlined within this policy.

- All displays of original art (not including those produced or solicited by the County) must be reviewed and accepted by the Art Advisory Committee.
- Final approval will be from the County Administrative Office and/or General Services Department.
- Artwork displays will be scheduled for the period of one month (can be extended).
- County use of display areas takes precedence over any other use and the County reserves the right, without notice, to cancel the use of the display area by exhibits if the CAO (or designated representative) determines that the display space is needed for County purposes.
- County - produced or solicited displays (including children's art work) will have priority over displays proposed by non-County groups or individuals. In addition, preference is given to applicants from County.
- The County reserves the right to refuse display space to exhibits that, in its opinion, do not further the mission and philosophy stated above.
- The County does not accept responsibility for ensuring that all points of view are represented in any single display. Granting of permission to display materials does not imply Staff, Advisory Committee, or Board of Supervisors endorsement of content, nor will the County accept responsibility for the accuracy of statements made in such materials.
- The County assumes no responsibility for theft, loss, damage or destruction of items left for display.

Attachment 1

- All displays will meet existing State and Federal laws on obscenity, libel, defamation of character or invasion of privacy.
- The name and contact information for the group or individual preparing the display must be a part of the display.
- All displays must adhere to established guidelines for mounting.
- The County authorizes General Services Director to establish guidelines and procedures to facilitate the use of this policy including those for application for consideration, artist notification, mounting and display, and other necessary processes.

III. Art Advisory Committee

The Board of Supervisors shall establish an Art Advisory Committee.

- Duties
 - To review periodically, proposals for displays of original art which have not been solicited by the County, and to ensure that original art displayed in the County is of high quality.
 - To advise the General Services Director on purchase or selection of permanent, original art as requested.
- Composition and Terms
 - The committee shall consist of
 - Three to Five members of the community who are knowledgeable in the field of art and who are appointed by the Board for staggered three-year terms. The General Services director will appoint one nonvoting staff member to serve as a liaison to the committee. Current County staff members are not eligible for Board appointment to the Committee. Art Advisory Committee members may not serve more than two consecutive terms.
 - All recommendations will be approved by the County Administrator, who may delegate this authority to the General Services Director.
- Meetings
 - The Committee will meet as needed to review and determine what artwork will be displayed (including a mandated annual meeting).
 - Meeting notice shall be sent to Committee members two weeks in advance of scheduled meeting(s).
 - The Committee will make its determination with an appreciation of the fact that while certain categories of art may be properly kept from display in certain County-owned locations, the decision will have to be uniformly applied. If the committee does not approve of any specific art work on the basis of its art form, information or content, such restrictions must be uniformly applied regardless of what viewpoint is expressed.
 - Any decision related to Art and location must include the user department and a representative from the County Administrators Office and/or General Services Department.
 - Members who miss more than two meetings in a twelve month period can be removed by the County Administrator and/or General Services Director and a replacement named by the Board

IV. Installation Agreement

- For artwork approved for installation there must be a written agreement with the artist and the County with the contract executed by the General Services Director on behalf of the County.

Attachment 1

- The contract should specify who maintains the art.
- Unless otherwise specified in the contract the artist and or associated interests will be responsible for the costs associated with developing the artwork and its subsequent installation in a public space.
- The contract will contain a “hold harmless” clause that indicates that the artist agrees to hold harmless the County of Sonoma from any claim that may arise from the artist’s participation in the exhibit including loss, vandalism or damage caused by natural events to the artwork.
- The contract should indicate that there is no guarantee that the piece will be exhibited or be on display for any period of time.
- The contract should indicate that the artwork piece will not be accepted if it is wet, unfinished, or too fragile and/or poses a hazard as determined by the County.
- The contract should state that the artist is responsible for the legal and ethical integrity of their artwork.
- The contract should state that the artwork is not for sale.
- The contract should state that the artist will not be allowed to change the art or title without the County’s consent.
- The Contract should state and identify the specific party responsible for mounting, securing, safeguarding and removing the artwork.
- The contract shall indicate if the art to be displayed will be retained for ownership by the artist or associated interests or if the artwork is a gift and or endowment to the County in perpetuity.
- The contract shall state limitations associated with the disposition of artwork given to the County and clearly indicate that the County will retain full ownership of current and future value assigned to the artwork.

V. Mounting or Installation Guidelines

- Artwork must have wire hangers or other applicable hanging fixtures which will work with the County's hanging display system.
- Artists must supply their own easels or display stands for free standing art.
- Pieces to be hung shall weigh no more than 15 lbs.
- No artwork shall be placed in such a manner or location that it creates a safety or security concern for employees and visitors of the county facility.
- The County is solely responsible for mounting/securing and removing the artwork (artist, or their representative, should be present).
- No pricing information can be displayed in the County.
- All artwork is to be hung or set up, and taken down as depicted by the installation contract but in no case shall artwork be installed, set-up and removed without advance 48 hour notice being provided to the County (General Services Director)



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 49
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, x7876

Supervisorial District(s):

Countywide

Title: Mental Health Services Act Annual Update and 3 Year Integrated Plan

Recommended Actions:

Adopt the Mental Health Services Act Annual Update FY 12-13 and Expenditure Plan FY 14-15.

Executive Summary:

In November 2004, California voters approved Proposition 63, the Mental Health Services Act (MHSA). The Act imposes a 1 percent income tax on personal income in excess of \$1 million. Originally, the California Department of Mental Health planned a sequential implementation for each of six program components outlined by MHSA:

1. Planning – support for broad based community planning processes.
2. Community Services and Supports (CSS) – focus on the transformation of services provided to individuals with serious mental illnesses and youth with serious emotional disturbances.
3. Capital Facilities and Information Technology (CAP IT) – funding for infrastructure to support system transformation.
4. Workforce Education and Training (WET) – support to develop and enhance the pool of individuals available to work in the public mental health field.
5. Innovation – focus on implementing new service models that will create collective learning across the system.
6. Prevention and Early Intervention (PEI) – focus on a broad continuum of prevention and early intervention services.

The MHSA Annual Update and Expenditure Plan historically have been prepared annually with outcomes of the prior year and budget for the upcoming year. MHSA regulations requires counties submit and get approval of a 3 Year Integrated Plan for all MHSA funded services. In Sonoma County, all six components have been implemented with ongoing programs and services. Detailed information on programs and services for each of the six components is provided in the Annual Update including a description of MHSA-funded programs, clients served, program performance outcome data, and cost. In addition, the

Expenditure Plan provides a listing of all programs for which MHSA funding is being proposed in FY 14-15 and identifies the proposed expenditures for each type of funding.

In compliance with state requirements, on April 22, 2014 the Department posted the **2014-2017 Mental Health Services Act Integrated Plan & Annual Update for 2012-2013** for a 30 day review and comment period. At the end of the review period, on May 21, 2014 the Mental Health Board conducted a public hearing providing the community an opportunity to give input in development of the *Annual Update and Plan*. Over 60 community members and stakeholders attended the public hearing with about 40 taking the opportunity to address the Mental Health Board. The speakers shared their experience as a client or family member in an MHSA funded program. They shared stories of recovery and support and were thankful for the services they received. A number of the Department’s community partners reported on the activity of their programs and also expressed their appreciation for the funding and their collaborative relationship with the Behavioral Health Division.

The attached *Annual Report and 3 Year Integrated Plan* reflects input from the community during the original extensive planning process and ongoing feedback from stakeholders. The *Annual Update and 3 Year Integrated Plan* includes no significant changes in the programs or services being funded by MHSA. Rather, it continues the programs and services developed with community input and continued community support. Any difference in the numbers contained in the Annual Update and 3 Year Integrated Plan and the FY 14-15 budget are due to the fact the Annual Update and 3 Year Integrated Plan contain the Department’s best estimates at the time the Plan was presented at the public hearing conducted by the Mental Health Board on May 21, 2014 prior to the adoption of the FY 14-15 Sonoma County budget.

Prior Board Actions:

August 6, 2013 – Mental Health Services Act Annual Update and Plan

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

This administrative function supports the Department’s efforts in providing mental health services.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 18,055,676	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 18,055,676
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 18,055,676	Total Sources	\$ 18,055,676

Narrative Explanation of Fiscal Impacts (If Required):

The FY 14-15 Proposed Budget reflects the MHSA Plan presented here and provides funding for all the programs and services. The total amount of MHSA funding included in the Proposed Budget is \$18,055,676. Funding is available as a result of Proposition 63, the Mental Health Services Act, passed by California voters in November 2004. The Act imposes a 1 percent income tax on personal income in excess of \$1 million.

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:

Mental Health Services Act: Annual Update FY 2012-13 and Expenditure Plan FY 2014-15

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

None

Strengthening Sonoma County's Mental Health System of Care: The Role of the Mental Health Services Act



"Wellness Center People" - Artwork by Alexis Wilson

2014-2017 Mental Health Services Act Integrated Plan & Annual Update for 2012-2013



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WELLNESS • RECOVERY • RESILIENCE

MHSA COUNTY FISCAL ACCOUNTABILITY CERTIFICATION¹

County/City: _____

- Three-Year Program and Expenditure Plan
 Annual Update
 Annual Revenue and Expenditure Report

Local Mental Health Director	County Auditor-Controller / City Financial Officer
Name:	Name:
Telephone Number:	Telephone Number:
E-mail:	E-mail:
Local Mental Health Mailing Address: 	

I hereby certify that the Three-Year Program and Expenditure Plan, Annual Update or Annual Revenue and Expenditure Report is true and correct and that the County has complied with all fiscal accountability requirements as required by law or as directed by the State Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission, and that all expenditures are consistent with the requirements of the Mental Health Services Act (MHSA), including Welfare and Institutions Code (WIC) sections 5813.5, 5830, 5840, 5847, 5891, and 5892; and Title 9 of the California Code of Regulations sections 3400 and 3410. I further certify that all expenditures are consistent with an approved plan or update and that MHSA funds will only be used for programs specified in the Mental Health Services Act. Other than funds placed in a reserve in accordance with an approved plan, any funds allocated to a county which are not spent for their authorized purpose within the time period specified in WIC section 5892(h), shall revert to the state to be deposited into the fund and available for counties in future years.

I declare under penalty of perjury under the laws of this state that the foregoing and the attached update/revenue and expenditure report is true and correct to the best of my knowledge.

Local Mental Health Director (PRINT)

Signature Date

I hereby certify that for the fiscal year ended June 30, _____, the County/City has maintained an interest-bearing local Mental Health Services (MHS) Fund (WIC 5892(f)); and that the County's/City's financial statements are audited annually by an independent auditor and the most recent audit report is dated _____ for the fiscal year ended June 30, _____. I further certify that for the fiscal year ended June 30, _____, the State MHSA distributions were recorded as revenues in the local MHS Fund; that County/City MHSA expenditures and transfers out were appropriated by the Board of Supervisors and recorded in compliance with such appropriations; and that the County/City has complied with WIC section 5891(a), in that local MHS funds may not be loaned to a county general fund or any other county fund.

I declare under penalty of perjury under the laws of this state that the foregoing, and if there is a revenue and expenditure report attached, is true and correct to the best of my knowledge.

County Auditor Controller / City Financial Officer (PRINT)

Signature Date

Message from the Behavioral Health Director

I am pleased to present Sonoma County's 2014-2017 Mental Health Services Act (MHSA) Integrated Plan. Our plan was developed as a result of dedicated commitment from stakeholder representatives on our MHSA Integrated Plan Advisory Committee and from Behavioral Health staff. Since 2004 Sonoma County has created a comprehensive system of care under the implementation of the MHSA. Our MHSA programs and services provide a full array of culturally competent services across the lifespan in communities throughout Sonoma County.

The Behavioral Health Division (BHD) has undertaken the integrated planning process to strengthen and enhance existing MHSA services. Sonoma's county-wide effort is to create a local mental health system that focuses on wellness and recovery. The BHD and community partners have created a system that is consumer, client and family member driven, culturally responsive and linguistically appropriate, promoting a vision in which recovery is possible.

The BHD was recently awarded a grant to expand our Mobile Support Team to reach the southern areas of Sonoma County. We also recently received funding to expand our reach into the high schools, Santa Rosa Junior College, and Sonoma State University as part of the Crisis Assessment, Prevention and Education (CAPE) Team.

BHD remains committed to our practice of involving a cross section of public and nonprofit partners in our planning process. We are also committed to continuing to diversify our workforce by hiring consumers and family members, and bilingual/bicultural staff.

In the next three years the BHD is committed to continuing to develop a system of evaluation and data collection for MHSA programs and services. We will be implementing the Sonoma Web Infrastructure of Treatment Services (SWITS) database for all PEI programs this year.

I want to give a special acknowledgment to the MHSA Integrated Plan Advisory Committee for their hard work in creating outreach plans for the community survey, and engaging stakeholders across the county that were reflective of diversity of the MHSA delivery system and its participants. I would also like to thank our MHSA Coordinator, Community Behavioral Health Section Manager, and other BHD staff who were invaluable in developing our three year plan. Finally, I would like to thank Harder+Company for their consulting services throughout the integrated planning process.

The Sonoma County Behavioral Health Division is looking forward to the future of our ever-evolving and expanding system of care. The BHD is always working towards the goal of increasing access and reducing disparities to behavioral health services for all residents of Sonoma County. This could not be accomplished without the spirit of collaboration that is strong in our county.

Best Regards,

Michael Kennedy, MFT
Behavioral Health Director

Introduction

Purpose of This Document

The purpose of this document is twofold: To provide Sonoma County stakeholders with an overview of the direction of mental health services in Sonoma County for the next three years, and to report on the activities, services, and programs currently funded through MHSA for fiscal year 2012 - 2013.



“Perfect Circle”-Artwork by Seabreeze

Mental Health Services Act History

In the 2004 California election, voters passed Proposition 63, the Mental Health Services Act (MHSA), mandating a one percent increase in income taxes for individuals with incomes over \$1 million to expand mental health services. The passage of proposition 63 provided the first opportunity in many years for California to provide increased funding, personnel, and other resources to support county mental health programs and monitor progress toward statewide goals for children, transition age youth, adults, older adults, and families. MHSA addresses a broad continuum of prevention, early intervention, service needs, and the necessary infrastructure, technology and training elements that will effectively support this system. MHSA challenges communities throughout California to utilize MHSA resources to support the transformation of our mental health systems.

Mental Health Services Act aims to create local mental health systems that are consumer and family member driven, focused on wellness and resiliency, hold a vision in which recovery is possible, and deliver culturally competent and linguistically appropriate services. MHSA facilitates change along a continuum of care that helps identify emerging mental illness and prevents it from becoming severe, to providing treatment for children, transition age youth, adults, and older adults through supporting mental health recovery. MHSA reinforces the importance of defining meaningful treatment outcomes and program performance measures as well as using appropriate data in making planning decisions. It encourages a culture of cooperation, innovation, and participation among diverse stakeholders and community members.

Since the passage of MHSA in 2004, Sonoma County has undertaken an ongoing, robust community planning process for each MHSA component. The process began in fiscal year (FY) 2005-2006 to plan for the implementation of the community services and supports (CSS) component of MHSA. In FY 2006-2007, Sonoma County, along with community stakeholders began to identify, workforce, education and training (WET) needs for the WET component. In FY 2007-2008 the MHSA housing plan was funded. In FY 2009-2010 the prevention and early intervention (PEI) planning process began. In FY 2010-2011, Sonoma’s Capital Facilities and Technology Needs (CFTN) plan was finalized; and finally, in FY 2011-2012, the plan for Innovation was finalized.

Each of these planning processes involved countless stakeholders throughout Sonoma County. The stakeholders participated in various capacities, such as in community planning meetings, as questionnaire respondents, advisory committee members, focus group participants, request for proposal review panels, etc. These processes required enormous commitment of time and skill that only demonstrates the thought and care that went into each plan. These plans have ultimately resulted in the development of essential programs, activities, and services that make up Sonoma County's current mental health continuum of care.

MHSA Today

Today, Sonoma County has a well developed mental health system of care. It has been implemented in phases and has now been running as a full continuum of care for the past two years. These MHSA services, activities, and programs have been reviewed and approved by Sonoma County stakeholders each and every year. For an overview of these programs, services, and activities for FY 2012-2013, please refer to the Annual Update beginning on page 54 of this report.

MHSA has provided Sonoma County the opportunity to enhance new partnerships and to strengthen continuing partnerships with community-based organizations, and has supported inclusion of the voices of more consumer, family members, and un-served and underserved populations in the planning and implementation of mental health activities, programs, and services. As a consequence, Sonoma County residents now have a more accessible, integrated, comprehensive, and compassionate mental health system of care. At the foundation for the development of this system of care, Sonoma County continues to be driven by the following MHSA Guiding Principles:

- **Community collaboration:** Individuals, families, agencies, and businesses work together to accomplish a shared vision
- **Cultural competence:** Adopting behaviors, attitudes, and policies that enable providers to work effectively in cross-cultural situations
- **Client- and family-driven system of care:** Adult clients and families of children and youth identify needs and preferences that result in the most effective services and supports
- **Focus on wellness,** including recovery and resilience: People diagnosed with a mental illness are able to live, work, learn, and participate fully in their communities
- **Integrated service experiences:** Services for clients and families are seamless; clients and families do not have to negotiate with multiple agencies and funding sources to meet their needs

Sonoma County Behavioral Health Division uses a community driven Continuous Quality Improvement model as part of our community planning process. Continuous Quality improvement (CQI) is the complete process of identifying, describing, and analyzing strengths and problems, and then testing, implementing, learning from, and revising solutions. This is achieved beginning at the contracting process and is monitored ongoing through data and information submitted quarterly by MHSA contractors, and with updates and feedback from community stakeholders using formal and informal methods throughout the year. Sonoma County Behavioral Health staff and managers monitor outputs and outcomes with contractors and work with them to make necessary adjustments in real time, in the effort to realize more effective programs, services, and activities.

MHSA Next Steps

Mental Health Services Act regulations promulgated through Welfare and Institutions Code (WIC) Section § 5847 states that county mental health programs shall prepare and submit a Three-Year Program and Expenditure Plan and Annual Updates for Mental Health Service Act (MHSA) programs and expenditures.

This Three-Year Integrated Plan requires local communities to look at the components of MHSA that have been implemented. Communities must look at all of the components in an effort to understand how they relate to one another and how those components fit into the entire mental health system of care. In doing so, communities are asked to find ways to strengthen the current mental health system of care while also identifying opportunities for expanding and improving that system of care.

This report outlines the description of the culmination of Sonoma County's ongoing community planning process undertaken to meet this requirement.

Description of Sonoma County

Sonoma County measures 1,576 square miles. In 2012, Sonoma County had the 17th largest county population of the 58 counties in California, with 490,596 residents, of whom 104,986 were children under 18 years. According to 2012 Census estimates, Santa Rosa, the county seat and largest city, has about one third of the total population of Sonoma County and ranks as the 28th largest city in the state. A majority of Sonoma County residents (70%) lives within nine separate cities, with the remainder living within the unincorporated areas of the county. From 2000 to 2010, Sonoma County's population grew by 5.5%, averaging 2,526 residents per year.



Demographics. Just over one fifth of Sonoma County's population is under 18 years old, 27% of whom are younger than school age (0 to 5 years old). More than 20% are 60 years and older, and the remainder (58%) is between 19 and 64 years old. By the year 2020, nearly 24% of the total population of Sonoma County will be aged 60 or older. Although its racial/ethnic composition is changing, Sonoma County is still substantially less diverse than the state as a whole: 65.4% of Sonoma County residents are white (non-Hispanic); 25.5% are Latino, 4.5% are Asian/Pacific Islander, and 1.9% are African American. The biggest demographic shift is within the Latino population. This is the fastest growing ethnic group, already having surpassed the State's 21% projection for increase by 2010, and 23% by 2020. The total Latino population is now projected to increase 300% by 2050 - from 80,742 in 2000 to 250,692 in 2050. This increase means that the county's culture has changed over the last two decades and it is essential to take cultural and linguistic competency into account when designing effective activities and projects.

MediCal Beneficiaries and Threshold Languages. California’s External Quality Review Organization (EQRO), *APS Healthcare*, reports that Sonoma County Mental Health Plan’s MediCal average monthly unduplicated eligible by race and ethnicity for calendar year 2012 is as follows: 48% of all MediCal beneficiaries are Hispanic; 3.6% are African American; 2.8% are Native American; and 3.3% are Asian or Pacific Islander.

California’s Department of Mental Health Information Notice 11-7 reports Spanish as a threshold language for Sonoma County. The California Department of Mental Health (DMH) defines threshold languages as the annual numeric identification on a county-wide basis and as indicated on the Medi-Cal Eligibility Data System of the Medi-Cal beneficiary population in an identified geographic area, whose primary language is other than English, and for whom information and services shall be provided in their primary language [per California Code of Regulations (CCR), Title 9, Rehabilitative and Developmental Services, Section 1810.410 (f) (3)].



“Dry Dry Santa Rosa” - Artwork by Jeffery Glauthier

Overview and Organization of Integrated Plan and Annual Report

In accordance with MHSAs and state regulations, Sonoma County sought to update and streamline its 2014-2017 Integrated Plan and 2012-13 Annual Update in order to make sure that local needs were prioritized and that effective strategies helped address those needs. To do this, the Sonoma County Behavioral Health Division (BHD) staff launched an integrated planning process to assess community perspectives related to MHSAs priorities, and to

reinforce a strengthened vision that continues to move the needle on community collaboration, service integration, and culturally responsive services. The result is an Integrated Plan that blends relevant data and community priorities into a single planning cycle.

Sonoma County’s Integrated Plan begins with a description of the Integrated Planning process, the guiding framework used, the review and approval process, the role of the Advisory Committee, and results from the Sonoma MHSAs Integrated Plan Community Input Survey. In the Annual Report section, an overview is provided of the populations served and service descriptions that are organized into Sonoma County MHSAs Service Categories. The current picture of the MHSAs in Sonoma County is further explained with highlights of our MHSAs expenditures and notable accomplishments to date.

Description of the Three-Year Integrated Planning Process

The intent of this section is to describe the integrated planning process, as well as the involvement of community and local stakeholders in reviewing and approving the Integrated Plan and future MHSAs-

funded projects. Sonoma County Behavioral Health Division partners with the community to ensure each plan and update is developed with local stakeholders, with meaningful input and involvement on mental health policy, program planning, implementation, monitoring, quality improvement, evaluation, and budget.

BHD uses a variety of opportunities and processes to seek stakeholder input to ensure full community participation. BHD continues to use traditional (meetings, forums, etc.) and non-traditional (radio, one-on-one and small group discussion) approaches for engaging the community about the planning process and seeking input from the community about the Update. BHD takes special care to meet with and receive input from historically underserved communities in ways identified as appropriate by these groups and individuals. BHD seeks input and used the following methods to educate and seek input from the public about the three year integrated planning process.

BHD's inclusive and ongoing stakeholder engagement process resulted in identifying a priority list of ten enhanced services. The premise for the integrated plan focused on strengthening the existing comprehensive and successful continuum of mental health services that the MHSA has anchored in place, and that has transformed the Sonoma County mental health delivery system. Consequently, ten enhanced services were identified that will help put MHSA principles into practice:

- Develop a consumer-operated warm line
- Expand mental health services to additional high schools
- Expand mobile support team into additional communities
- Hire consumers to be employed by Sonoma County Behavioral Health
- Increase bilingual/bicultural services
- Strengthen homeless outreach
- Strengthen support services to family members
- Support college-level mental health peer programs
- Support public education campaigns (e.g. *Know the Signs, Each Mind Matters, SanaMente*)
- Support the suicide prevention hotline

Sonoma County's Integrated Planning process was guided by an Advisory Committee Group comprised of the BHD Director, MHSA Coordinator, and stakeholders from various sectors (e.g., law enforcement, consumers, education), with Harder+Company Community Research providing planning and facilitation services. The Advisory Committee met from February 2014 to April 2014.

The committee established planning goals to facilitate the plan development, as well as a guiding framework to reinforce the importance of sustaining the changes that have already taken place as a result of the MHSA.

Sonoma County MHSA Three-Year Integrated Planning Goals and Guiding Framework

1. Produce a three-year **integrated plan** that connects the multiple MHSA components (CSS, PEI, WET, Housing, etc.) into one comprehensive vision for the three years moving forward
2. Have a **process that collects stakeholder feedback and input** to strengthen MHSA system of care moving forward

Our planning process was guided by several key overarching questions designed to reflect on “who we are” and “where we want to go” in order to achieve systems transformation through a comprehensive system of care: (see below).

Who Are We?	Where are We Going?
<ul style="list-style-type: none">• How do we describe MHSA’s system of services?• What have been our main accomplishments and challenges?• How have we adhered to MHSA principles?• What progress towards systems transformation have we achieved?	<ul style="list-style-type: none">• How do we strengthen and enhance services in the MHSA system of services?• What strategies will we pursue?• How will we know we are making progress?

One of the first tasks was to emphasize and review the depth and breadth of the mental health system that was created because of the implementation of the MHSA.

Our Review and Approval Process

The steps for reviewing and approving Sonoma County’s Integrated Plan reflect the established MHSA stakeholder engagement requirements as shown in the chart on the next page.

Welfare and Institutions Code Section (WIC) § 5847 states that county mental health programs shall prepare and submit a Three-Year Program and Expenditure Plan (Plan) and Annual Updates for Mental Health Service Act (MHSA) programs and expenditures.

Plans and Annual Updates must be adopted by the county Board of Supervisors and submitted to the Mental Health Services Oversight and Accountability Commission (MHSOAC) within 30 days after Board of Supervisor adoption.

WIC § 5848 states the mental health board shall conduct a public hearing on the draft three-year program and expenditure plan at the close of the 30-day comment period.

These are instructions for the MHSA Fiscal Year (FY) 2014-2015 through FY 2016-2017 Three-Year Program and Expenditure Plan. These instructions are based on WIC and the California Code of Regulations Title 9 (CCR) in effect at the time these instructions were released.

WIC § 5891 states that MHSA funds may only be used to pay for MHSA programs.

BHD requested stakeholder review of the MHSA Three-Year Program and Expenditure Plan for FY 2014-15 through FY 2016-17 asking for comments and questions be sent to:

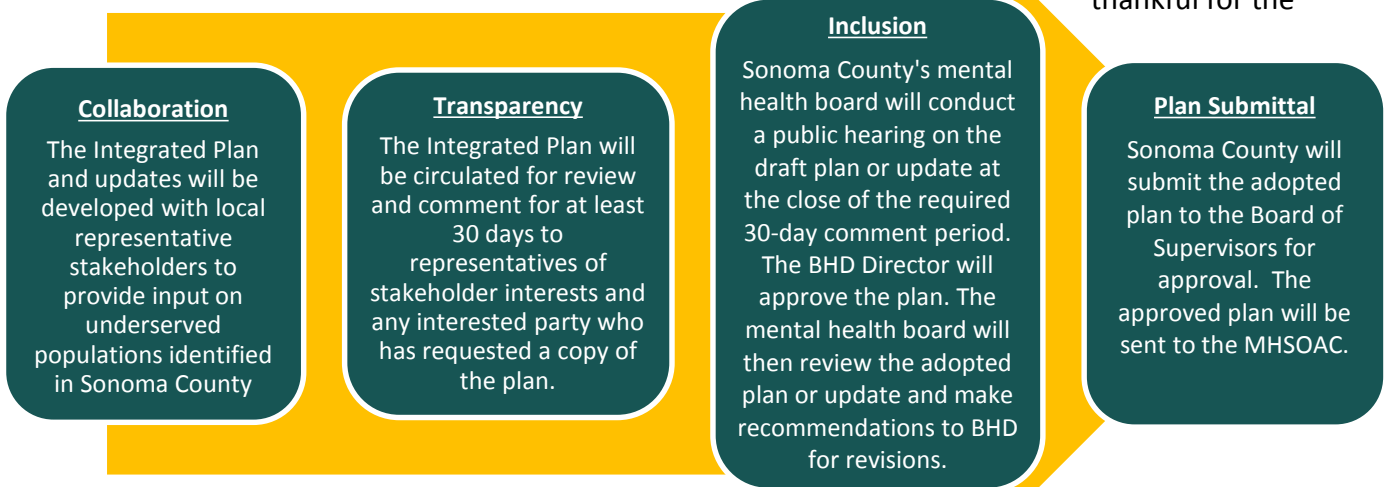
Amy Faulstich, MHSA Coordinator
Sonoma County Department of Health Services
Behavioral Health Division
3322 Chanate Road
Santa Rosa, CA 95404 or email at: MHSA@sonoma-county.org

The required thirty (30) day public comment period for the MHSA Three-Year Program and Expenditure Plan for FY2014-15 through FY2016-17 began on Wednesday, April 22, 2014 and ended on Wednesday, May 21, 2014.

The Public Hearing

The Public Hearing for the MHSA Three-Year Program and Expenditure Plan for FY 2014-15 through FY 2016-17 and the MHSA Annual Update for FY 2014-15 Meeting on Wednesday, May 21, 2014 at 5:00 pm at the welcomed and over 60 community members and hearing, with about 40 taking the opportunity to address speakers shared their experience as a client or family funded program. They shared stories of recovery

took place at the Mental Health Board Finley Center. The public was stakeholders attended the public the Mental Health Board. The member in an MHSA- and support and were thankful for the



services they received. A number of the community partners reported on the activity of their expressed their appreciation for the funding and their with the Behavioral Health Division. During the public received comments from contractors to correct Progress Update. Those changes have been made to this represent substantive changes in the content of this report nor services provided to the public. Public comment at the hearing provided overwhelming support of the Update and Plan.

Department's programs and also collaborative relationship comment period, SCBH information in the posted draft report. These changes do not

The Role of the MHSA Integrated Plan Advisory Committee

The Sonoma County MHSA Integrated Plan Advisory Committee played an active role in guiding this local integrated planning process. Stakeholder representatives met once a month between April and June 2014 and were charged with oversight and direction in our community engagement process. Committee members also played an active role in the distribution of an MHSA Community Input Survey that collected feedback on current services offered, underserved populations living with mental health challenges, and new ideas for expanded services that could be provided in the future.

At the first meeting, our BHD Community Mental Health Section Manager presented a training overview of Mental Health Services that have been funded since implementation of Prop 63 in Sonoma County. This launched the process by helping the committee understand the systems transformation that has occurred to date.

Core tasks for the Committee include the following:

- Systems Presentation and Review¹ – BHD staff presented training on our current system of care under MHSA at our first meeting of the MHSA Integrated Plan Advisory Committee
- CalMHSA – As part of our integrated planning process, the BHD has engaged stakeholders in considering investment in the three CalMHSA initiatives – Stigma and Discrimination Reduction, Suicide Prevention, and Student Mental Health – both local and statewide projects. CalMHSA presented an Impact Statement² and PowerPoint that highlighted CalMHSA projects and activities that had significant impact on Sonoma County since 2011-2014. The BHD has included CalMHSA projects as part of the Integrated Planning Community Input Survey
- Review the Sonoma MHSA Integrated Plan Community Input Survey
- Develop outreach plans for survey distribution
- Provide specific ideas for each of the local enhanced services
- Discuss the survey results



“Panorama Trail” Artwork by Rick Steward

¹ The Sonoma MHSA Systems Presentation is located in Appendix 1.

² The CalMHSA Impact Statement is located in Appendix 2.

MHSA Integrated Plan Advisory Committee Composition

The MHSA Advisory Committee is comprised of 32 individuals of diverse demographic backgrounds who represent a fairly even mix of consumers, service providers, and family members. Additional stakeholder representation information about the composition of the Advisory Committee is summarized in the chart below.

Organization/Agency	Stakeholder Representation
Consumer Relations Program	Adults and seniors with severe mental illness; Unserved and/or underserved populations (geographically isolated communities)
Wellness and Advocacy Center	Adults and seniors with severe mental illness
Interlink Self Help Center	Adults and seniors with severe mental illness/substance use disorders
NAMI – Sonoma County	Families of children, adults, seniors with severe mental illness
Sonoma County Indian Health Project	Unserved and/or underserved populations (Native Americans)
Organization/Agency	Stakeholder Representation
Santa Rosa Junior College	Education/Veterans
Community and Family Service Agency	Social Services Agency/Provider of Services
Community Baptist Church	Unserved and/or underserved populations (African Americans)
Sonoma County Office of Education	Education
Jewish Family and Children’s Services	Social Services Agency/Providers of Services
Sonoma County Sheriff’s Department	Law Enforcement
Santa Rosa Police Department	Law Enforcement
First 5 Sonoma County	Families of children
Santa Rosa Community Health Centers	Health Care Organization
Bucklew Programs Sonoma County	Families of adults and seniors with severe mental illness
Latino Service Providers	Unserved and/or underserved populations (Latinos)
Petaluma People Services	Social Services Agency/Providers of Services; Unserved and/or underserved populations (geographically isolated communities)
Sonoma County Human Services Department - Adult and Aging Division	Social Service Agency/providers of Services to Older Adults - representing the Older Adult Collaborative (OAC)

Organization/Agency	Stakeholder Representation
Sonoma County Department of Health Services Staff	
Health Services Department-Behavioral Health Division (BHD)	BHD Director, MHSA Coordinator and Community Mental Health Section Manager
Health Services Department – Health Policy Planning and Evaluation (HPPE) Division	HPPE Director

MHSA Integrated Plan Community Input Survey and Stakeholder Outreach Strategy

The Behavioral Health Division in coordination with Harder+Company Community Research (H+C) collected stakeholder input on services that enhance and strengthen the existing system of mental health services in Sonoma County. The MHSA Integrated Plan Advisory Committee developed outreach plans and distributed the MHSA survey to stakeholders from communities throughout Sonoma County. We collected a total of 461 surveys between March and April 2014.

Committee members developed stakeholder outreach plans based on the following distribution criteria established by BHD:

- Providers
- Service users
- Relevant meetings
- Community events that occurred between February and March 2014

The Community Input Survey was then publicized through a variety of methods that were tailored to the individual committee member. This ensured that the outreach process was contained within Sonoma County, yet as widely distributed as possible to local MHSA stakeholders who may have been unable to participate in community planning activities. Methods of distribution include utilizing an online version disseminated through email links to contact lists, as well as electronic PDF surveys. Service providers also provided their staff and clients with paper copies of the survey.³

The Community Input Survey asked respondents to rate the following:

- Perspective on existing services offered through MHSA funding
- Underserved populations living with mental health challenges and their greatest needs (e.g. by ethnicity, age, and special populations – foster youth, transition age youth, veterans, geographically isolated individuals with mental health issues)
- Expanded and enhanced services previously identified that put MHSA principles into practice

MHSA Community Input Survey Highlights

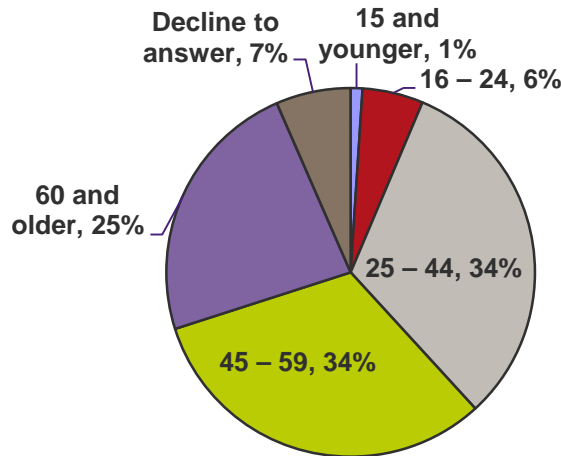
Survey Respondent Demographic Data

³ The full Sonoma MHSA Integrated Plan Community Input Survey is located in Appendix 3.

Age Ranges and Gender

In total, 461 individuals participated in the Sonoma MHA Integrated Plan Community Input Survey. The largest proportions of survey respondents (34%) were adults ages 25-44 and 45-59. A quarter (25%) of survey respondents were age 60 or older. Six percent (6%) were between the ages of 16-24, and the remaining one percent (1%) were 15 and younger. Of the total number of respondents, sixty-five percent (65%) were female and thirty-five percent (35%) were male, while ten percent (10%) declined to state their gender.

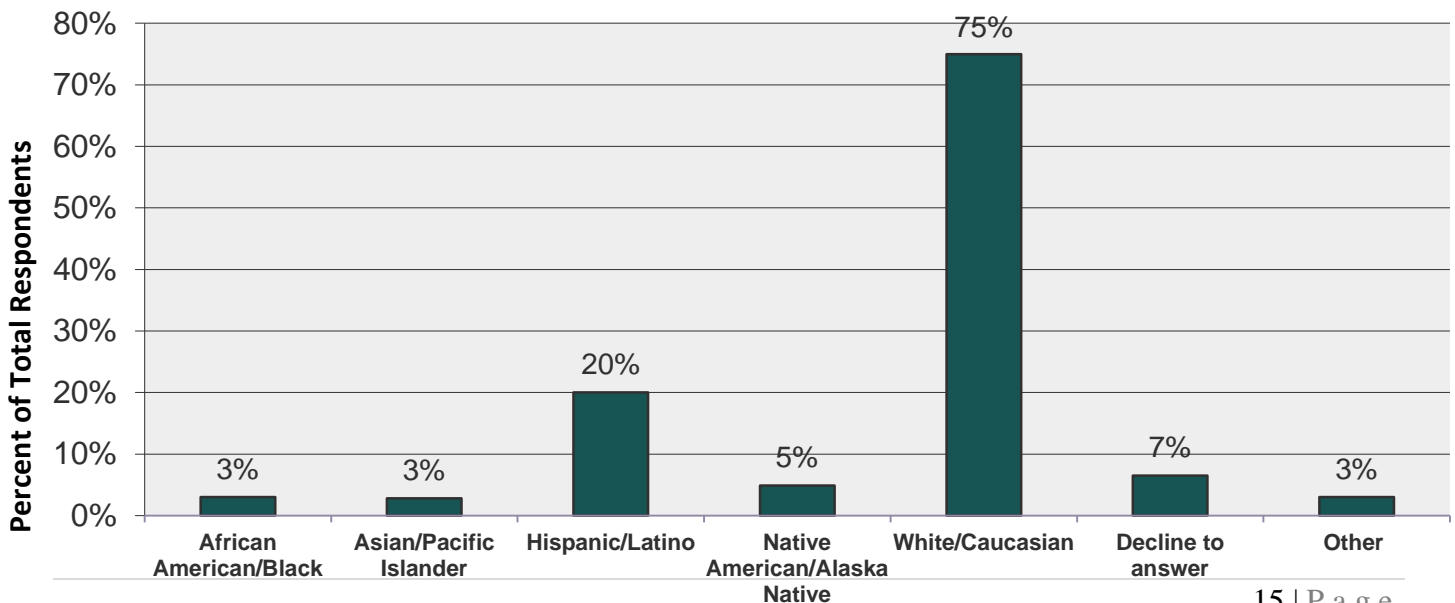
Figure 1: Percent of Survey Respondents by Age (n=461)



Race/Ethnicity

Race and ethnicity data was similar to the demographic makeup of Sonoma County. Most survey respondents (75%) identified as White/Caucasian, while almost a quarter (20%) identified as Hispanic/Latino. Representing smaller population groups within Sonoma County, five percent (5%) identified as Native American/Alaska Native, three percent (3%) identified as African American/Black, three percent (3%) identified as Asian/Pacific Islander, and three percent (3%) as another race.

Figure 2: Percent of Survey Respondents by Race/Ethnicity (n=461)

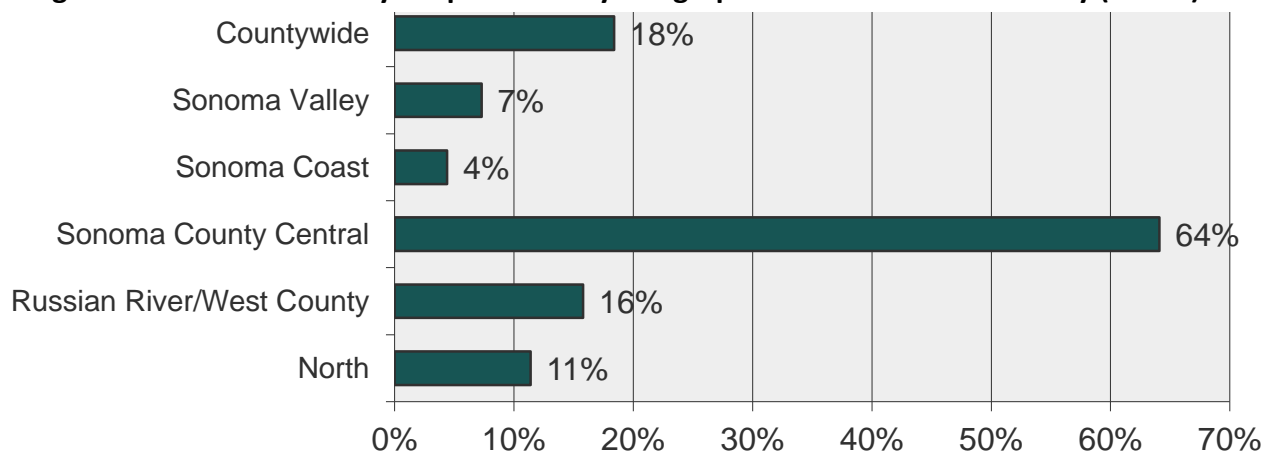


Geographic Area

The majority of respondents (64%) lived and/or worked in Central Sonoma County, which includes the communities of Bloomfield, Cotati, Fulton, Lakeville, Penngrove, Petaluma, Petaluma River, Rohnert Park, Santa Rosa, and Two Rock. Countywide representation was eighteen percent (18%). Russian River/West County was the second most represented specific geographic area, with sixteen percent (16%) of respondents either living or working in the communities of Camp Meeker, Cazadero, Cunningham, Duncans Mills, Forestville, Freestone, Graton, Guerneville, Guerneville Park, Mirabel Park, Monte Rio, Occidental, Rio Nido, Russian River, Sebastopol, and Villa Grande.

North County, consisting of Asti, Cloverdale, Geyserville, Healdsburg, Las Lomas, and Windsor, accounted for eleven percent (11%) of respondents, while seven percent (7%) lived and/or worked in the Sonoma Valley Region, which is comprised of Agua Caliente, Boyes Hot Spring, El Verano, Eldridge, Fetters Hot Springs, Glen Ellen, Kenwood, Schellville, Sonoma, and Vineburg. The least represented region was the Sonoma Coast, with four percent (4%) of respondents living or working in Annapolis, Bodega, Bodega Bay, Fort Ross, Gualala, Jenner, Plantation, Sea Ranch, Stewarts Point, Timber Cove, and Valley Ford.

Figure 3: Percent of Survey Respondents by Geographic Area in Sonoma County (n=461)



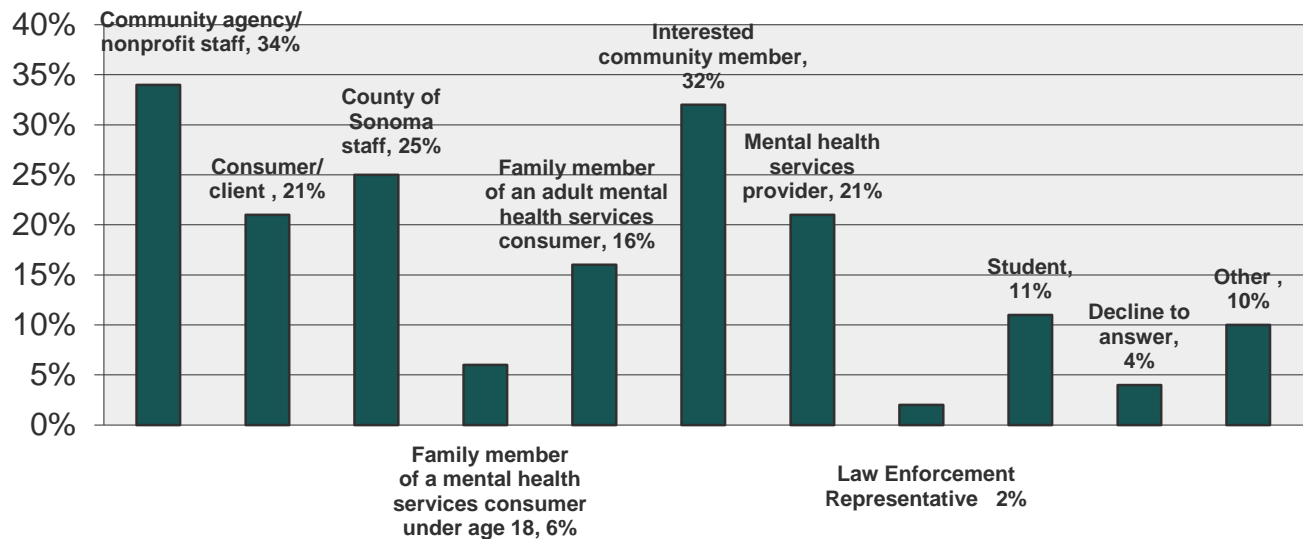
Representative Group

Percent of Total Respondents

Survey respondents were also asked to identify the group(s) they represent. Community agencies and/or nonprofit staff were the most represented group with thirty-four percent (34%) of respondents, while thirty-two percent (32%) identified as an interested community member. A quarter (25%) of survey respondents identified as County of Sonoma staff, and twenty-one percent (21%) identified as a mental health services provider.

Twenty-one percent (21%) of survey respondents also identified as a consumer/client of mental health services. Another sixteen percent (16%) of respondents identified as being a family member of an adult mental health services consumer, while six percent (6%) were a family member of a mental health services consumer under 18 years old. Of the remaining respondents, eleven percent (11%) identified as a student, ten percent (10%) as another group, four percent (4%) declined to answer the question, and two percent (2%) were law enforcement representatives.

Figure 4: Percent of Survey Respondents by Representative Group (n=461)

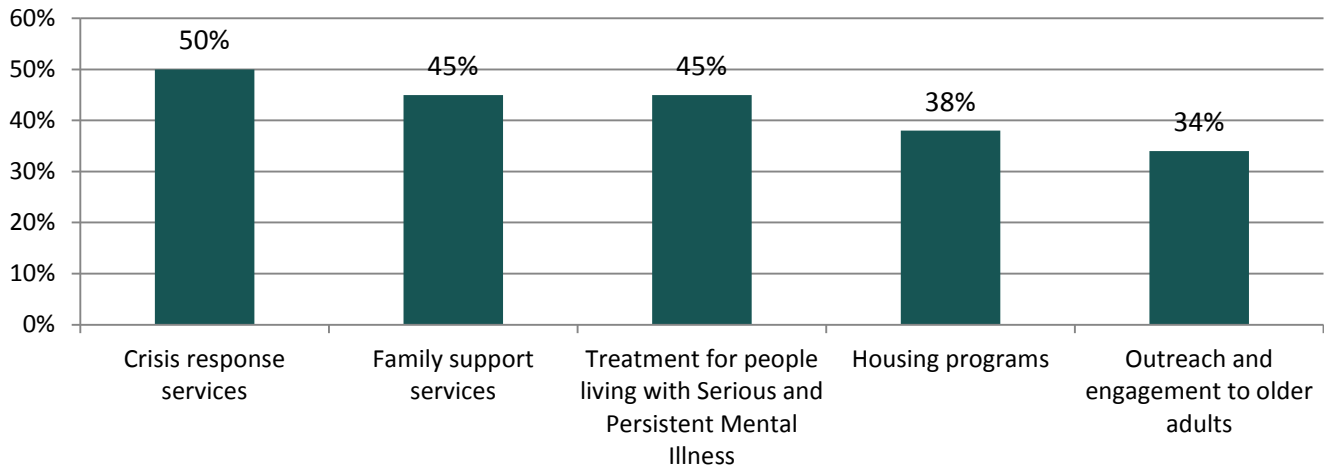


Most Helpful MHSA-Funded Services

Survey respondents were asked to rate the most helpful services offered through MHSA funding. The top five services for all respondents are the following:

- Crisis response services (50% of all respondents)
- Family support services (45% of all respondents)
- Treatment for people living with Serious and Persistent Mental Illness (45% of all respondents)
- Housing programs (38% of all respondents)
- Outreach and engagement to older adults (34% of all respondents)

Figure 5: Top Services Identified as Most Helpful by All Survey Respondents (n=461)



At least 50% of respondents for almost all of the geographic regions (except for Russian River/West County - 47%) rated “crisis response services” as the most helpful service. Of those respondents aged 60 and older, the top five MHS-funded services reported most helpful are the following:

- Outreach and engagement to older adults (50% of all 60 and older respondents)
- Family support services (50% of all 60 and older respondents)
- Crisis response services (48% of all 60 and older respondents)
- Treatment for people living with Serious and Persistent Mental Illness (46% of all 60 and older respondents)
- Housing programs (39% of all 60 and older respondents)

Of those respondents identified as consumers and clients of mental health services, the top four⁴ MHS-funded services reported most helpful are the following:

- Crisis response services (64% of all consumers and clients of mental health services respondents)
- Treatment for people living with Serious and Persistent Mental Illness (54% of all consumers and clients of mental health services respondents)
- Consumer-operated services (46% of all consumers and clients of mental health services respondents)
- Housing programs (46% of all consumers and clients of mental health services respondents)

Underserved Population(s) Living with Mental Health Challenges that have Greatest Need

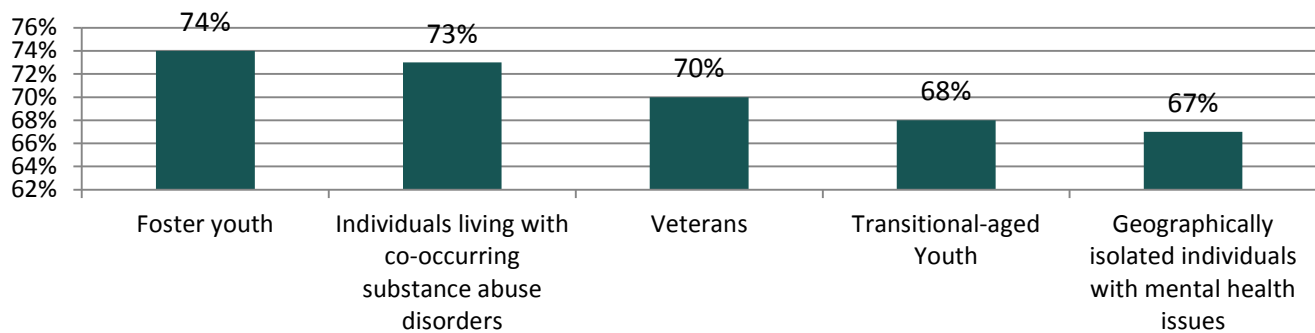
Survey respondents were asked to identify which underserved population(s) living with mental health challenges have the greatest need for mental health prevention and early intervention services in

⁴ The top four services instead of five were listed because two services had the same percentage of respondents: 1) Mental health services for Transitional Age Youth – TAY (43% of all consumers and clients of mental health services respondents) and 2) Outreach and engagement to older adults (43% of all consumers and clients of mental health services respondents).

Sonoma County. The top five underserved populations rated as “greatest need” for all respondents are the following:

- Foster youth (74% of all respondents)
- Individuals with co-occurring substance use disorders (73% of all respondents)
- Veterans (70% of all respondents)
- Transition Age Youth – TAY (68% of all respondents)
- Geographically isolated individuals with mental health issues (67% of all respondents)

Figure 6: Top Underserved Populations Identified as “Greatest Need” by All Survey Respondents (n=461)



Of those respondents aged 60 or older, seventy-three percent (73%) identified veterans as an underserved population with the “greatest need”, while sixty-eight percent (68%) reported individuals living with co-occurring substance abuse disorders. Respondents aged 60 or older also rated the following populations as “greatest need”:

- Older adults (64% of all 60 and older respondents)
- Geographically isolated individuals with mental health issues (62% of all 60 and older respondents)
- Transition Age Youth – TAY (62% of all 60 and older respondents)

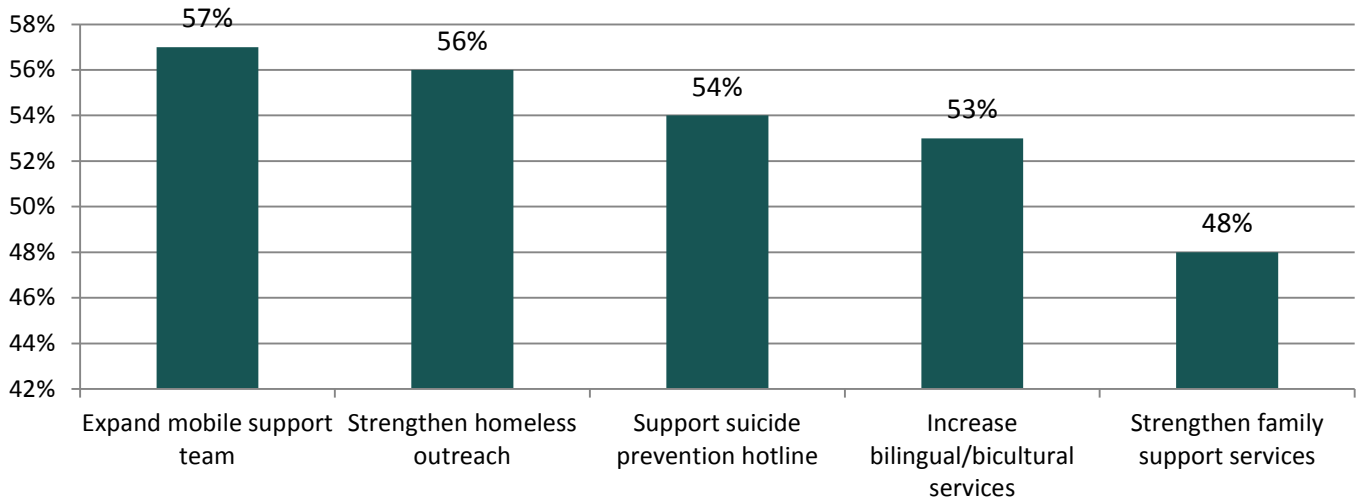
In addition, at least fifty percent (50%) of respondents for all representative groups reported geographically isolated individuals with mental health issues and the TAY population as having the greatest need for services.

Expanded Services Considered Most Important to Provide in the Future

Respondents were also asked to rate which expanded services are the most or least important to provide in the future to persons of all ages with mental health challenges. The top five expanded services rated as “very important” were the same for all respondents, as well as for those aged 60 or older:

- Expand mobile support team
- Strengthen homeless outreach
- Support suicide prevention hotline
- Increase bilingual/bicultural services
- Strengthen family support services

Figure 7: Top Expanded Services Identified as “Very Important” by All Survey Respondents (n=461)



Similarly, respondents who are consumers and clients of mental health services rated these same expanded services as “very important”, except for the consumer-operated warm line:

- Support suicide prevention hotline
- Strengthen family support services
- Strengthen homeless outreach
- Increase bilingual/bicultural services
- Consumer-operated warm line

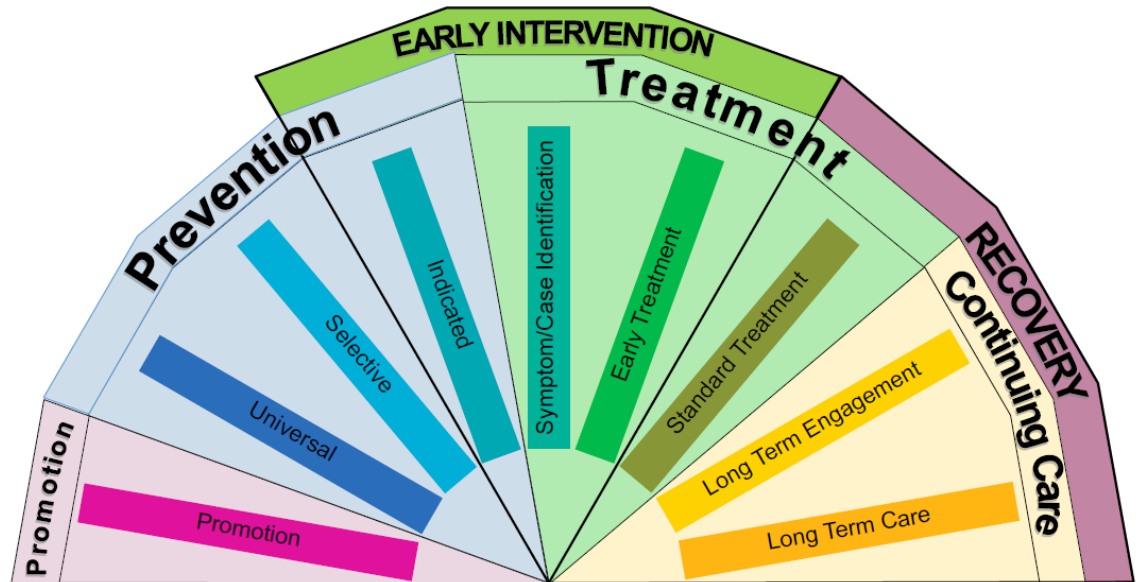
At least fifty percent (50%) of respondents for all geographic regions rated “strengthen homeless outreach” and “support suicide prevention hotline” as “very important” services to expand. In addition, at least fifty percent (50%) of respondents for all representative groups rated “expand mobile support team” as a “very important” service to provide in the future.

Sonoma County's MHSa Three-Year Integrated Plan

Strengthening MHSa System of Care - Spectrum of Intervention

The Three-Year Integrated Plan provides Sonoma County an opportunity to take stakeholder feedback and to re-conceptualize the framework for Sonoma County's mental health system of care. Sonoma County has adapted the framework first developed by the *Institute of Medicine* using the *Mental Health Intervention Spectrum*. This Spectrum provides a useful description of the actual activities that constitute the continuum of care in behavioral health for Sonoma County.

This spectrum also provides a visual tool to demonstrate the multiple opportunities for addressing behavioral health problems and disorders, assists with the development of standardized data collection and evaluation



tools, and helps to define appropriate evidence based, promising, and community defined practices that can be used in each category of service.

Each 'phase' of the spectrum is further divided to identify particular populations, characteristics, and interventions. These divisions make clear which populations need to be served and appropriate types of services, interventions, or activities that should be undertaken given the service, program, or activity structure. It is important to acknowledge that while this Spectrum is a useful tool, it is not meant to imply that people move along the continuum or that interventions should follow neatly from one phase to another. The usefulness of the Spectrum is that it provides a way to codify the system of care that has been developed over the years.⁵

Program Plan for 2014 through 2017

Sonoma County Behavioral Health Division presents its Integrated Program Plan for 2014 through 2017 by conceptualizing MHSa service components (CSS, PEI, WET, INN) into phases of the Spectrum. The Behavioral Health Division has engaged in an integrated planning process to strengthen and enhance existing MHSa services. Below is a comprehensive overview of services BHD and our stakeholders have identified as priorities for continued funding in the next three years. BHD will continue to contract

⁵ Specific definitions of each of these phases of the spectrum and its imbedded categories can be found in Appendix 4.

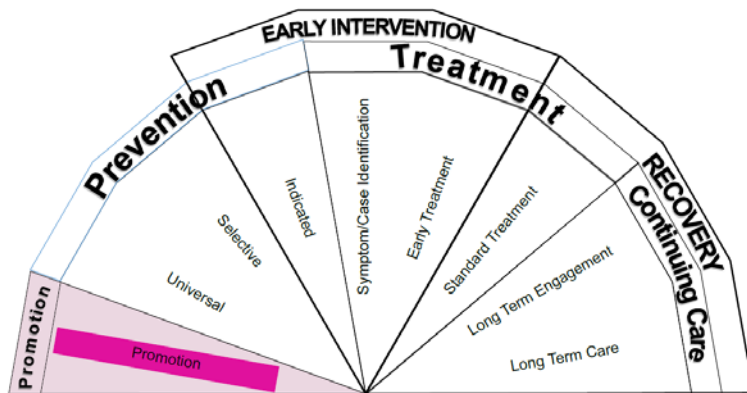
with multiple organizations to fund programs and services across the spectrum of care in the areas of promotion, prevention, early intervention, treatment, recovery, and continuing care.

In an important change, MHSa funding for all components has been combined in the Three-Year Integrated Plan; however, Welfare and Institutions Code Section 5892(a)(6) requires that 20% of total funding be utilized for Prevention and Early Intervention and 5% of total funding be utilized for Innovative programs. Furthermore, some activities, programs, and services have been funded by the California Mental Health Services Authority (CalMHSA). CalMHSA is an independent administrative and fiscal government agency focused on the funding and efficient delivery of California’s regional and statewide prevention and early intervention mental health projects.

This Spectrum does not reflect the MHSa funding components; it is intended to provide an overview of Sonoma County’s MHSa programs and services.

Promotion

Sonoma County’s Three Year Integrated Plan prioritizes mental health promotion activities that focus on public education campaigns on mental health advocacy.



Examples of current mental health public education campaigns include:

- Know the Signs
- Each Mind Matters
- SanaMente
- ReachOut

(*All campaigns listed above are CalMHSA funded)

Prevention

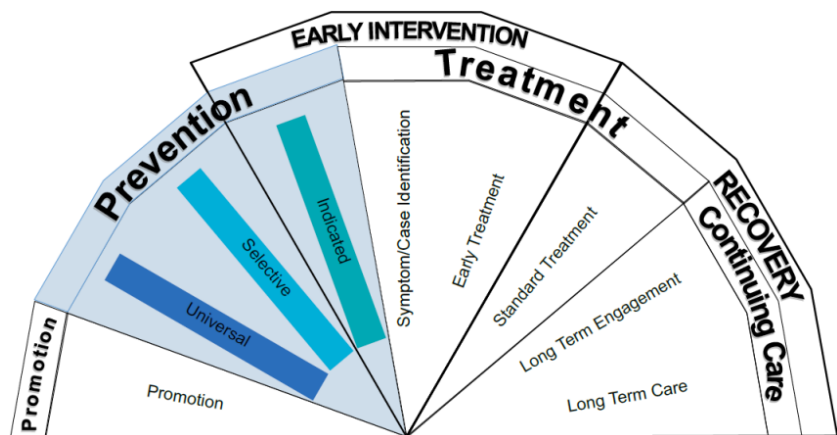
Sonoma County’s Three Year Integrated Plan prioritizes the following prevention activities, services, and programs to “prevent mental illnesses from becoming severe and disabling.” This structure is part of the mental health system of care, a “help-first” approach that brings mental health awareness into the lives of all members of the community.

Early Childhood mental health and wellness interventions including activities that support developmental, social, and emotional screening for children; parent and provider education, psychological assessments, screening and treatment for women with perinatal mood disorder, and parenting programs for children birth to five and their families.

Examples of current early childhood mental health and wellness activities, services, and programs include:

- Developmental and social-emotional screening for at-risk children

- Screening, assessment, and treatment for women with perinatal mood disorder
- Triple P--Positive Parenting Program services for at-risk families
- Psychological assessments
- Intervention for mental health issues of parent or child



Mental health and wellness to children and youth 5 through 18 years old are provided in the school settings using student assistance programs that include mental health training and education for students, faculty, counselors and parents; mental health screening, counseling, training, and education on campuses; family and parent engagement programs, in-class support, teacher training, and screening of at-risk students.

Mental health and wellness activities, programs, and services for transition age youth ages 18 to 24 are provided on college campuses that include on-campus stigma reduction strategies, peer-based activities; and training and education for students, selected teachers, faculty, parents, counselors, and law enforcement personnel, to increase awareness and the ability to recognize warning signs of suicide and psychiatric illness.

Examples of current transition age youth mental health and wellness activities, services, and programs on college campuses include:

- Santa Rosa Junior College PEERS Project
- QPR student training for students, faculty and staff

Mental health and wellness interventions are provided both in the home and at community agencies throughout the county to older adults in order to prevent depression and suicide. Interventions include support groups for seniors, depression screening for seniors, educating seniors and caregivers about depression and suicide and other mental health issues; and linking seniors to other supports including peer visitors, primary care and mental health providers.

Examples of current services to older adults in order to prevent depression and suicide:

- The Friendly Visitors Program
- Healthy IDEAS
- Senior Peer Counseling Program
- In-Home Counseling

Mental health and wellness prevention interventions target communities that experience disparity in access to mental health services, particularly geographically isolated communities, and cultural and ethnic communities. These interventions include activities, services, and programs across the prevention spectrum, including universal outreach strategies targeting service providers to the

population, programs that are community defined and implemented in trusted organizations, and programs that use a variety of methodologies

Example of current prevention services targeting communities who experience disparity in access to mental health services include the following:

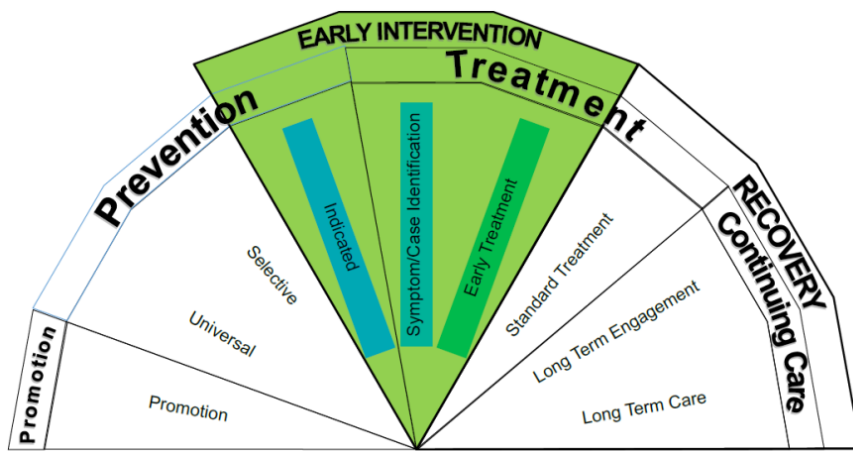
- Latino Service Providers
- Community Baptist Church Collaborative
- Action Network
- Sonoma County Indian Health Project
- Positive Images

Mental health and wellness programs are available to any resident in Sonoma County by providing 24 hour, 7 days a week access to a suicide prevention hotline that provides counseling and support as well as referrals to local resources in Sonoma County.

Example of this current service:

- North Bay Suicide Prevention Hotline

Early Intervention



Sonoma County’s Three Year Integrated Plan prioritizes the following early intervention activities, services, and programs to accessing supports at the earliest possible signs of mental health problems and concerns in order to “prevent mental illnesses from becoming severe and disabling”. Early intervention activities, services, and programs build capacity for providing mental health

early intervention services at sites where people go for other routine activities.

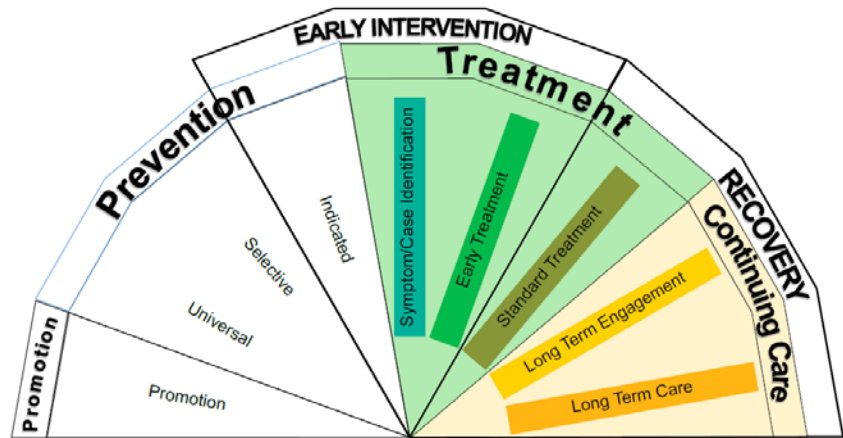
Early intervention services include locating licensed clinical staff in schools and colleges to intervene with youth experiencing mental health crises, providing services to targeted populations most at risk in shelters, health centers and drug treatment programs; providing services in geographically isolated areas in the community; and partnering with law enforcement to intervene during mental health emergencies, wherever they occur, in order to mitigate poor outcomes.

Examples of current early intervention programs:

- Community Intervention Program
- Crisis Assessment, Prevention, and Education Team
- Mobile Support Team

Treatment and Continuing Care

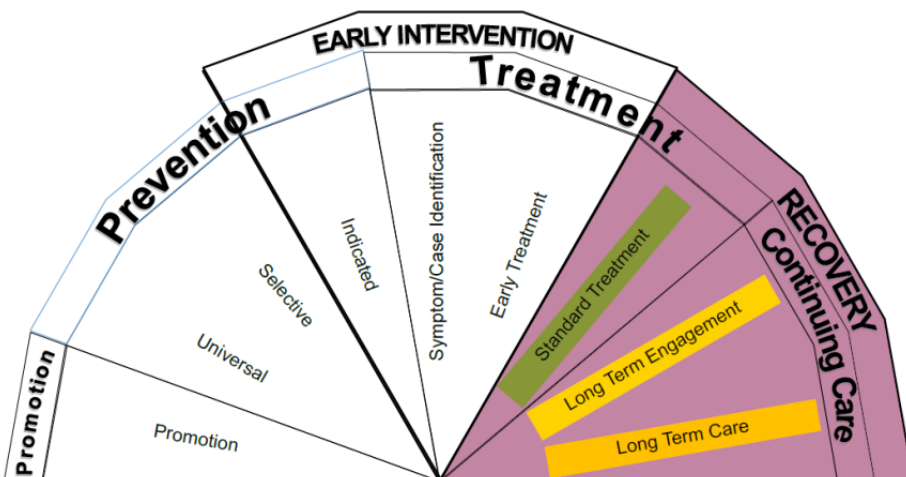
Sonoma County's Three Year Integrated Plan prioritizes treatment and continuing care programs that are defined in MHSA Community Services and Supports (CSS) as "Access and linkage to medically necessary care provided by county mental health programs for children with severe mental illness, and for adults and seniors with severe mental illness, as early in the onset of these conditions, as practicable".



Treatment and continuing care services include wraparound services to children ages 5-12 providing family-centered treatment; intensive wraparound services to youth ages 18-25 and their families, intensive mental health services to mentally ill offenders through a mental health court; intensive mental health services to serious mentally ill seniors at risk for out-of-home placement; and treatment that addresses unmanaged physical health conditions that lead to early morbidity for consumers living with serious and persistent mental illness (SPMI).

Examples of current Treatment and Continuing Care programs include:

- Full Service Partnership Programs:
 - Family Advocacy Support and Treatment
 - Integrated Health Team
 - Transition Age Youth
 - Older Adult Intensive Team
- Integrated Health Team
- Community Mental Health Centers – Specialty Mental Health Services
- Family Services: NAMI-Sonoma County; Buckelew Programs – Family Services Coordination



Recovery

Sonoma County's Three Year Integrated Plan prioritizes recovery services. Recovery refers to the unique and personal process of developing attitudes, values, feelings, goals, skills and/or roles that enable a satisfying, hopeful, and contributing life. Recovery is both a process and an

outcome and is essential for promoting hope, well-being, and a valued sense of self determination. A

recovery orientation emphasizes the development of new meaning and purpose for consumers and the ability to pursue personal goals.

Recovery services include support and vocational opportunities for people with mental health issues, consumer-operated self-help programs that provide mental health consumers with the opportunity to participate with their peers in a variety of activities that assist in personal and social enrichment, and opportunities for peer – self-help and leadership development.

Examples of current recovery programs include:

- Consumer Relations Program
- Interlink Self Help Center
- The Wellness and Advocacy Center
- Petaluma Peer Recovery Project
- Russian River Empowerment Center

Workforce, Employment and Training (WET)

The goals from Sonoma County’s original WET plan continue to be enhanced and refined every year. The Consumer Relations Program is funded to provide outreach, education and employment coordination, peer mentoring and counseling, consumer satisfaction projects, and quality improvement. Education and employment coordination encompasses strengthening links between local education programs and interested mental health consumers; promoting internships/externships and certificate programs; collaborating to design job openings that accept and are reflective of consumer experience; and promoting relevant training, evaluations and announcements about workforce training and education developments. Additionally, in order for *consumers* of public mental health services to be successful as *providers* of public mental health services, they need specialized support and training. BHD is committed to hiring peers. BHD funds a consumer relations program and has formed a Peer Employment Work Group, which has been tasked with developing job descriptions and support mechanisms for consumer employees with the county.

Latinos comprise 25.5 % of the population in Sonoma County. The BHD remains committed to hiring bilingual and bicultural staff to reflect the diversity of the county. Efforts have been made to recruit and retain bilingual and bicultural staff. Recruitment efforts include adding bilingual capability as a requirement in job announcements and descriptions. BHD also hires new graduates, creating full time county positions offering full employee benefits that allow for collected supervised hours toward licensure. Once license is obtained and in good standing, there are opportunities for promotion to retain bilingual and bicultural staff.

Sonoma County contracts with CiMH and partners with the Greater Bay Area Collaborative to assist with staff trainings and to develop strategies for diversification of the BHD workforce. BHD will continue to expand this relationship in order to develop a robust internship programs for the division in the future.

Mental Health Services Act Three Year Integrated Plan for 2014-2017

Access, Treatment, and Recovery Programs

Full Service Partnerships (Intensive Treatment Services)

- Family Advocacy Support and Treatment Team for children ages 4-18
- Transition Age Youth Team for youth ages 18-24
- Integrated Recovery Team for adults with co-occurring mental health and substance use disorders
- Forensic Assertive Community Treatment Team for adults with mental illness referred through mental health court
- Older Adult Intensive Services Team for seniors at risk of out of home placement
- Activities to reduce depression and prevent suicide
- Activities to decrease stigma and discrimination

Consumer and Family Driven Programs

- Consumer Run Self Help Centers for mental health consumers throughout Sonoma County
- Family Driven Services: provides education, navigation, individually and in groups to assist and support to families of mental health consumers
- Consumer Rights and Advocacy Education
- Activities to reduce depression and prevent suicide
- Activities to decrease stigma and discrimination
- Hire consumers for county workforce

Outreach and Engagement to Increase Access

- Services targeting identified population who are at high risk: people who are homeless, abuse substances, veterans, people from ethnic and cultural communities, people who are LGBTQQI, people who live in geographically isolated areas, seniors
- Improved access to specialty mental health services to priority populations,
- Services targeting older adults to decrease isolation
- Activities to reduce depression and prevent suicide
- Activities to decrease stigma and discrimination

Prevention Programs

Services Targeting Children Birth to Age 5 and their Families

- Education and Support for parents of special needs children
- Identification, treatment, and case management for women with Perinatal Mood Disorder
- Parent Education: Triple P-Positive Parenting Program
- Comprehensive psychological assessments for children
- Developmental and social-emotional screening
- Case management for families with children at risk for developmental and/or social-emotional issues
- Assessment for intensive mental health services
- Mental Health Services to families with mental health concerns of either the child or the family
- Outcome tracking
- Activities to reduce depression and prevent suicide
- Activities to decrease

Services Targeting School Aged Children Ages 5 to 18 years

- Student Assistance Programs at school sites for students throughout Sonoma County
- Mental health training and education for students, faculty, counselors and parents in a high school setting
- Mental health screening, counseling, training, and education on campuses
- Family and parent engagement programs, in-class support, and teacher training
- Teen support groups
- Activities to reduce depression and prevent suicide
- Activities to decrease stigma and discrimination

- Re-screening of Children following services

Services Targeting Transition Age Youth Ages 18 to 25

- Organize student outreach
- Utilize on campus social media interventions to decrease stigma and increase access
- Plan and organize events and fairs
- Mental health Training and education for students
- Mental health training for faculty and other staff Training
- Mental Health screening and assessment
- Engage students to be peer leaders
- Activities to reduce depression and prevent suicide
- Activities to decrease stigma and discrimination

stigma and discrimination

Services Targeting the Older Adult Population

- Training of and consultation to 'gatekeeper' staff (Meals on Wheels drivers, in-home support staff) to recognize signs of depression and suicide
- Screening for depression
- Case Management for seniors who are experiencing depression
- Phone calls, home visits, referrals
- Counseling
- Activities to reduce depression and prevent suicide
- Activities to decrease stigma and discrimination

Services Targeting Communities Who Experience Disparity in Access to Mental Health Services

- LGBTQQI youth providing support groups provided throughout
- Sonoma County, community education speaker panels, peer counseling training
- Culturally defined mentoring for youth
- Screening Native American youth for depression and suicide
- Activities to reduce depression and prevent suicide Activities to decrease
- Enhance mental health service to residents in Sonoma County's most isolated Redwood Coast across the lifespan; including education via media, evidence based activities and tools used for children and youth, and seniors
- Training and Education for staff that is culturally appropriate
- Activities focused on building protective factors in children
- Staff and Community training
- Networking activities to services providers focusing on Latinos
- Screening for children at community health centers.
- Culturally defined stress reduction activities
- Development and maintenance of electronic information sharing specifically for Latinos
- Activities to reduce

- stigma and discrimination
- Early childhood mental health services in Spanish for mono-lingual Latino families.

- and youth in a faith-based setting
- Activities to reduce depression and prevent suicide
- Activities to decrease stigma and discrimination

- depression and prevent suicide
- Activities to decrease stigma and discrimination

Early Intervention Programs

Services Targeting Transition Age Youth Ages 16-24 At Risk of Experiencing First Onset of Mental Illness

- Crisis response to high schools, Santa Rosa Junior College, and Sonoma State University
- Consultation, screening, and assessment of high risk youth
- Training and Education of students, parents, teachers and other school personnel
- Peer-Based and Family Education and Support Services
- Outreach and Engagement Activities to Students
- Activities to reduce depression and prevent suicide
- Activities to decrease stigma and discrimination

Innovation Programs

Mobile Support Team

- Provide mobile support response with law enforcement for people experiencing a mental health or substance use disorder crisis
- Provide follow up services to individuals and families post-crisis

Reducing Disparities Fund Initiative

- The central purpose is to increase access to underserved groups living with or at risk for serious mental illness by exploring funding strategies for seeding start ups

Workforce Education and Training Programs

Post Graduate Internship Program

- Develop competent mental health practitioners who reflect the diversity of Sonoma County by creating real opportunities for qualified candidates to work in a public mental health setting

Integrated Health Care Team

- Provide integrated primary care co-located at a Behavioral Health community program in order to meet the physical health care needs of mental health clients
- Out-station Family Nurse Practitioner from Santa Rosa Community Health Center
- Integrate people with lived experience to support on team to support care navigation

Consumer Relations Program

- Provide education, training, internships, employment and other opportunities for mental health consumers.
- Integrate people with lived experience to provide support work on teams that support care navigation in the public mental health system

COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

<p>County: SONOMA</p> <p>Fiscal Year: 2014-2017</p>	<p>Program: Full Service Partnership</p> <p>Family Advocacy Stabilization Support Team (FASST)</p>
<p>Total number to be served: 50</p>	<p>Cost per Client: \$8,742</p>
<p>Description of Program:</p>	<p>Full Service Partnership Programs provides services for children ages 8-12 and their families who would benefit from, and are interested in participating in, a program designed to address the total needs of a family whose child is experiencing significant emotional, psychological, or behavioral problems that are interfering with their well being.</p> <p>Sonoma County Behavioral Health Division’s full service partnership Family Advocacy Stabilization Support Team (FASST) is an Intensive Enrollee-Based Program for children (ages 8-14) identified by Human Services, Juvenile Probation, Schools and the Community as needing intensive, integrated wraparound services</p> <ul style="list-style-type: none"> ● Enhanced Capacity to provide TBS (Therapeutic Behavioral Services) ● Individual and Family therapy ● Rehabilitative groups ● Case Management Services, including intensive collaboration with Human Services, Probation, and Special Education ● Medication support services ● Linkage to Alcohol and Other Drug treatment services ● Human Services Dependents including but not limited to Residents at Valley of the Moon Children’s Home at risk of placement in a residential facility ● Juvenile Probation Wards of the Court ● Clients confined at Juvenile Hall and at risk of further incarceration or RCL 12 to 14 placement <ul style="list-style-type: none"> ○ Clients at risk of out-of-home placement ● Clients at risk of psychiatric hospitalization, or hospitalized within the past six months
<p>Priority Population:</p>	<p>This program serves high risk SED children who have not responded to traditional levels of service and who have been identified by Human Services, Probation, Education, and the community</p>

Community Partners


The following community partner provides contracted services under the FASST Program:

 **Sunny Hills Services**

COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: SONOMA	Program: Full Service Partnership
Fiscal Year: 2014-2017	Transition Age Youth (TAY) Intensive Services
Total number to be served: 60	Cost per Client: \$14,438
Description of Program:	<p>Full Service Partnership Transition Age Youth program provides services for youth ages 18 to 25 and their families to respond to the many challenges that transition age youth and their families encounter as the youth with mental illness moves toward greater self-sufficiency.</p> <p>Sonoma County Behavioral Health’s TAY Full Service Partnership is an intensive integrated service team program for Transition Age Youth (18-25) providing mental health services, intensive case management, housing, employment services and Independent Living Skills.</p> <ul style="list-style-type: none"> ● Case Management Specialist for Transition Age Youth needing referrals to Linkage follow-up ● Permanent supportive housing services that include: <ul style="list-style-type: none"> ▪ Independent living apartments (including Master lease and collaboration with a 14 unit building) ▪ Case management (including assistance w/medication management, medication adherence, and crisis response) ● Permanent supportive housing services are staffed by community partners ● Transition Age Youth County-Wide Team provides <ul style="list-style-type: none"> ▪ Outreach ▪ Case Management ▪ Employment opportunities ▪ Socialization activities ● Peer Support and mentoring ● Linkage and referral to substance abuse treatment for TAY living with co-occurring disorders
Priority Population:	Transition Age Youth 18-25 with SED/SMI, aging out of children’s Mental Health services, who require services and are at risk of homelessness, hospitalization, or incarceration, or who are leaving placement.

Community Partners

The following community partners provide contracted services under the Transition Age Youth Program:

-  **Buckelew Supportive Employment**
-  **Buckelew Transition Age Youth Housing**
-  **Social Advocates for Youth – Transition Age Youth Housing**

COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: SONOMA	Program: Full Service Partnership
Fiscal Year: 2014 - 2017	Forensic Assertive Community Team (FACT) Project
Total number to be served: 50	Cost per client: \$16,048
Description of Program:	<p>Full Service Partnership – Forensic Assertive Community Treatment Team serves adults who are mentally ill offenders and provides a community-based sentencing opportunity and treatment as an alternative to incarceration.</p> <p>Sonoma County Behavioral Health’s full service partnership Forensic Assertive Community Team (FACT) and Mental Health Court serves mentally ill offenders coming directly from the jail through a Mental Health Court.</p> <ul style="list-style-type: none"> • FACT program components include multiple case management sessions each week, monthly psychiatric consultation, medication management, group counseling, referral to substance abuse treatment, scheduled and random urinalysis testing, and money management. The FACT team is on call 24/7 in order to support non-hospital crisis intervention, and FACT clients are required to be in attendance at the program’s offices several days each week. • Sonoma County’s Behavioral Health Court (BHC) acts as both a diagnostic and disposition tool for the Sonoma County Criminal Justice System. The MHC is a collaboration between the Sheriff’s department, Probation, the District Attorney, Public Defender, the Superior Court, and the Santa Rosa Police Department. The Court addresses the complex needs of mentally ill offenders through community-based sentencing and closely supervised probation. All FACT clients are on probation and monitored by the MHC and the on-site probation officer, who participates in all FACT treatment planning meetings. FACT team members participate in MHC decision processes, regularly providing testimony on clients’ participation in FACT program activities. • Peer mentoring / Peer support inclusive of forming a gradual close relationship based on mutual trust. Goal is empowerment and awareness of positive options.
Priority Population:	Non-violent mentally ill offenders booked into Sonoma County Jail; priority to those with two or more previous incarcerations and/or failures to appear; inmates with no previous incarceration eligible if Mental Health determines them to be at risk for recidivism; severe mental health diagnosis; repeated contact with the mental health system; Sonoma County residents; willing to participate; exclusions for history of arrests for serious violent offenses.

Community Partners

The following community partner provides contracted services under the FACT Program:

 **Buckelew FACT Housing**

COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: SONOMA Fiscal Year: 2014-2017	Program Name: Full Service Partnership Integrated Recovery Team (IRT)
Total number to be served: 130	Cost per Client: \$16,256
Description of Program:	<p>Full Service Partnership – Integrated Recovery Team serves adults with co-occurring mental illness and substance use disorders and provides an integrated treatment that addresses mental and substance use conditions at the same time to ensure overall better health outcomes.</p> <p>Sonoma County Behavioral Health Division’s full service partnership Integrated Recovery Team utilizes an Integrated Dual Diagnosis Treatment (IDDT) approach for adults with co-occurring disorders (mental illness and substance use).</p> <p>Treatment focuses on the stages of change, and both a harm reduction approach and motivational interviewing is utilized. Pharmacological treatment, case management, self help groups run by peers, family education, and aftercare services are provided. Program has a high staff-to-client ratio and ability to respond 24/7.</p> <p>Housing and employment services are part of the array of supports offered by this program.</p>
Priority Population:	IRT provides services to adults with serious mental illness and co-occurring alcohol and other drug problems, who currently do not receive comprehensive services.

COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: SONOMA Fiscal Year: 2014-2017	Program Name: Full Service Partnership Older Adult Integrated Services Team
Number to be served: 125	Cost per client: \$9,846
Description of Program:	<p>Full Service Partnership – Older Adult Integrated Services Team provides intensive, integrated services for older adults with serious mental illness, coupled with more complex medical conditions requiring close coordination between the mental health and primary or specialty medical providers.</p> <ul style="list-style-type: none"> • The team will provide intensive case management helping clients to access needed primary and specialty medical care and to ensure ongoing coordination between the clients’ mental health and physical health providers. • The program will include supported housing services designed to assist the older adult clients in living as independently as possible. The support services will include medication management and adherence support, coordination with health care providers, and coordination with family or friends who are acting as caregivers for the clients. • The program will leverage existing MHSA funding peer support services. • The program will provide support to the family and friends of clients who are acting as caregivers.
Priority Population:	The Older Adult Integrated Services Team will provide services to older adults with serious mental illness who also have complicating medical conditions.

Community Partners

The following community partners provide contracted services under the Older Adult Integrated Services Program:

- ☞ Council on Aging
- ☞ Community and Family Services Agency
 - Jewish Family and Children’s Services

COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

<p>County: SONOMA</p> <p>Fiscal Year: 2014-2010</p>	<p>Program Name: Outreach & Engagement</p> <p>Community Intervention Program (CIP)</p>
<p>Number to be served: 1500</p>	<p>Cost per client: \$1,345</p>
<p>Description of Program:</p>	<p>Collaboration between mental health professionals and community and primary care providers is likely to be more effective when the clinicians are co-located and the location is familiar and non-stigmatizing for clients. (Evolving Models of Behavioral Health Integration in Primary Care – Milbank Memorial Fund)</p> <p>Co-located with community services providers and primary care, CIP provides mental health services on-site with participating agencies:</p> <ul style="list-style-type: none"> ● Enhanced mental health services at homeless shelters in Santa Rosa, Petaluma and Guerneville. Enhanced outreach capacity. ● Enhanced capacity to provide on-site mental health services at key ethnic-specific health centers serving Latinos, Asians, Native Americans, and African Americans. Improved cultural competency training capacity. ● Enhanced capacity within the community to provide urgent response. Mental Health partners with law enforcement in Santa Rosa, Guerneville and Petaluma; includes Peer Outreach positions ● Enhanced capacity to provide mental health services within a collaborative service approach at AODS and substance use provider facilities <p>CIP provides culturally based services to Latino, Asian, Native American, and African American populations. Services include:</p> <ul style="list-style-type: none"> ■ Psychiatry ■ Crisis intervention ■ Peer support ■ Outreach
<p>Priority Population:</p>	<p>The priority population is individuals with serious mental illness who are homeless and/or have co-occurring alcohol and other drug problems, and those underserved ethnic minority community members (Latinos, Asians, Native Americans, and African Americans) who are accessing services at the community health centers but are not receiving mental health services; veterans; people at high risk for mental deterioration; people who are geographically isolated, members of the LGBTQQI community.</p>

Community Partners

The following community partners provide contracted services under the Community Intervention Program:

- ☞ Alliance Medical Center, Inc. (FQHC)
- ☞ Drug Abuse Alternatives Center (DAAC)
- ☞ Sonoma County Human Services Department – JOB LINK
- ☞ Petaluma People Services Center (PPSC) – Mary Isaak Center for the Homeless
- ☞ Sonoma County Indian Health Project (FQHC)
- ☞ Santa Rosa Community Health Centers (FQHC)
- ☞ West County Community Health, dba Russian River Health Center (FQHC)

COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
<p>County: SONOMA</p> <p>Fiscal Year: 2014-2017</p>	<p>Program Name: Outreach & Engagement</p> <p>Access Team</p>
<p>Total new clients to be served: 300</p>	<p>Cost per client: \$6,013</p>
<p>Description of Program:</p>	<p>The Access Team improves access to mental health treatment for residents of Sonoma County who are MediCal beneficiaries and meet the criteria for treatment by the Mental Health Plan. The Access Team provides information and referral to all Sonoma County residents who are not MediCal beneficiaries who may need mental health services.</p> <p>The Access Team provides brief stabilization services (medication management and education, housing options, employment resources, and benefits counseling, and therapy) for MediCal beneficiaries.</p> <p>Individuals seeking services are able to quickly receive a mental health screening, and, when needed, assessment and specialty mental health treatment planning. The Access Team determines appropriate levels of care for individuals and creates linkage to the network of mental health services available throughout Sonoma County.</p> <p>The Access Team also serves as a gateway for any person needing mental health services regardless of coverage. The Access Team provides links to other community resources for any caller.</p>
<p>Priority Population:</p>	<p>Sonoma County MediCal beneficiaries</p>

Community Partners

The following community partner provides contracted services under the Access Team:

 LOMI Psychotherapy Clinic

COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: SONOMA

Fiscal Year: 2014-2017

Program Name: Outreach & Engagement

Community Mental Health Centers (CMHC)

Total numbers to be served: 400

Cost per Client: \$3,955

Description of Program:

Regionally based Community Mental Health Centers (CMHCs) provide intensive community services and supports enhancing mental health services throughout Sonoma County.

The CMHCs are primarily aimed at providing access for underserved populations, including providing culturally and linguistically appropriate services to locally underserved racially and ethnically diverse communities, and homeless individuals with mental illness, in four regionally-based areas of Sonoma County.

The service teams are linked to the larger Adult Systems of Care but focuses on providing services and supports in the smaller communities where they are located. These Sonoma County communities include Guerneville, Cloverdale, Petaluma, and the City of Sonoma.

Additionally, these CMHCs have enhanced capacity within each community to provide in the field crisis response, not previously available in any of Sonoma County Behavioral Health Services programs. Services are provided through partnerships between each CMHC and community-based providers and law enforcement agencies in each city. CMHC behavioral health staff work in collaboration with the local Federally Qualified Health Centers (FQHCs).

Priority Population:

CMHCs provide services to adults with serious mental illness who are living in areas that are geographically isolated. CMHCs also provide access to services to people who are homeless and/or have co-occurring alcohol and other drug problems, and those underserved ethnic minority community members (Latinos, Asians, Native Americans, and African Americans).

COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: SONOMA Fiscal Year: 2014-2017	Program Name: Family Driven Services
Total to be served: 3000	Cost per Client: \$67
Description of Program:	<p>Sonoma County Behavioral Health Division provides MHSA funds to support family member programs throughout Sonoma County.</p> <p>Family Driven services are those services that focus specifically on providing support for family members and loved ones of people who have mental disorders.</p> <p>Supports include Family to Family classes; family support groups in and around Sonoma County, including Petaluma, Santa Rosa, Sebastopol, and Sonoma; Warmline; outreach and individual family support specifically for Latino families; health education, support, and advocacy, service navigation to assist family members and loved ones in accessing services for themselves as well as their loved one.</p>
Priority Population:	Family members and loved ones of people with mental disorders.

Community Partners:

The following community partners provides contracted family driven services:

- ☞ **National Alliance for Mental Illness (NAMI) – Sonoma County**
- ☞ **Buckelew Programs – Family Services Coordinator**

COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: SONOMA Fiscal Year: 2014-2017	Program Name: Consumer Driven/Operated Services
Total to be served: 10,000	Cost per Client: \$28
Description of Program:	<p>Sonoma County will utilize MHSA funds to develop and support consumer driven programs, including wellness centers for consumers facing the challenges of serious mental illness, and a consumer relations program.</p> <p>These consumer-driven wellness programs are managed and staffed by people with lived mental health experience; they are a centralized meeting place for consumers. Recovery principles are integrated throughout the Centers’ programming, which include</p> <ul style="list-style-type: none"> ● Employment programs ● Recreational and socialization opportunities ● Consumer-operated business ● Art studio and store ● Horticulture and community garden ● Peer/Self Advocacy Program ● Warmline <p>The Consumer Relations program provides opportunities for mental health consumers to have direct participation in developing appropriate mental health services.</p>
Priority Population:	<p>The priority population is transition age young adults, adults, and older adults with serious mental illness. Persons of all genders, sexual orientation, races and ethnicities are served.</p>

Community Partners:

The following community partners provides contracted consumer driven services:

Goodwill Industries of the Redwood Empire:

- Interlink Self Help Center**
- Wellness and Advocacy Center**
- Petaluma Peer Recovery Program**
- Consumer Relations Program**

Community and Family Services Agency:

- Russian River Empowerment Center**

PREVENTION WORK PLAN SUMMARY

County: SONOMA Fiscal Year: 2014-2017		Program: Early Childhood Mental Health
Total number to be served: 5,000		Cost per Client: \$55
Description of Program:	<p>The American College Health Association survey finds strong evidence that mental health needs are related to measures of academic success. (American College Health Association, 2009)</p> <p>Sonoma County will utilize MHSA funds for the Early Childhood Mental Health Collaborative to provide screening, services, and support through a continuum of care for children ages birth to 5 years and their families, as well as pregnant and newly parenting mothers at risk for perinatal mood disorder. This collaborative is a partnership with First 5 Sonoma County</p> <p>The Ages and Stages Questionnaire (ASQ 3) and the ASQ Social-Emotional (ASQ-SE) are used by primary care providers, and others child care provides to screen children for developmental and social emotional issues.</p> <p>Families are providing with support via Triple P – Positive Parenting Program. Triple P is an evidence-based parenting program that gives parents simple and practical strategies to help them confidently manage their children’s behavior, prevent problems developing, and build strong, healthy relationships. Triple P is currently used in 25 countries and has been shown to work across cultures, socio-economic groups and in all kinds of family structures by providing the following services:</p> <p>Pregnant and newly parenting women are identified in women with Perinatal Mood Disorder (PMD). Those who are screened are given a full assessment, case management, and treatment.</p>	
Priority Population:	Pregnant and newly parenting mothers at risk for perinatal mood disorder Children ages birth to 5 years old and their families	

Community Partners

The following community partners provide contracted services under the Early Childhood Mental Health Collaborative Program:

- ☞ **Early Learning Institute**
- ☞ **Jewish Family and Children’s Services**
- ☞ **Petaluma People Services Center**
- ☞ **California Parenting Institute**

PREVENTION WORK PLAN SUMMARY

County: SONOMA Fiscal Year: 2014-2017	Program: Student Assistance Programs for students ages 5 to 18
Total number to be served: 12,000	Cost per client: \$36
Description of Program:	<p>Research demonstrates that students who receive social-emotional support and prevention services achieve better academically in school. (Fleming et al., 2005).</p> <p>Sonoma County will utilize MHSAs funds to support Student Assistance Programs (SAPs) that are a school-based approach to providing focused services to students needing interventions for substance abuse, mental health, academic, emotional, or social issues.</p> <p>SAPs connect education, programs, and services within and across school and community systems to create a network of supports to help students. MHSAs funds build upon a county-wide Student Assistance Program to add a prevention and early intervention system of care for students throughout Sonoma County.</p> <p>Student Assistance Program will coordinate through the <i>Sonoma County Office of Education (SCOPE)</i> in high schools throughout Sonoma County that provide mental health screening, counseling, training, and education on campuses, and supports for families.</p>
Priority Population:	Children ages 5 to 18

Community Partners:

The following community partners provide contracted services under the Student Assistance Programs for students ages 5 to 18:

☞ Sonoma County Office of Education

- Social Advocates for Youth
- Petaluma People Services Center
- Community and Family Services Agency
- Drug Abuse Alternative Program
- Support Our Students
- National Alliance for Mental Illness (NAMI) – Sonoma County

PREVENTION WORK PLAN SUMMARY

County: SONOMA

Program: Campus-based services targeting Transition Age Youth

Fiscal Year: 2014-2017

Total number to be served: 3000

Description of Program:

Community colleges in particular serve a high proportion of students who are at greater risk of suicide than traditional students, including older students and commuter students. Also at high risk are international students, LGBTQ students, and veterans. (California Community College Task Force, 2012).

Sonoma County will utilize MHSa funds to support prevention activities at Santa Rosa Junior College. Activities include:

- Organize student outreach
- Utilize on-campus social media interventions to decrease stigma and increase access
- Plan and organize events and fairs
- Mental health training and education for students, faculty, and other staff
- Mental Health student screening and assessment
- Engage students to be peer leaders
- Activities to reduce depression and prevent suicide
- Activities to decrease stigma and discrimination

Priority Population:

Transition age youth ages 18-25

Community Partners:

The following community partner provides contracted services

☞ **Santa Rosa Junior College**

PREVENTION WORK PLAN SUMMARY

County: SONOMA

Program: Depression and
Suicide Reduction of Seniors

Fiscal Year: 2014-2017

Total number to be served: 2,500

**Description of
Program:**

Prevention of suicide in older adults requires many different strategies. Multi-layered prevention initiatives that combine universal, selective, and indicated prevention strategies may provide the greatest benefit in reducing suicide in older adults. (Erlangsen A, Nordentoft M, et al. (2011).

Sonoma County Behavioral Health will utilize MHSa funds to support the Older Adult Collaborative to provide multi-layered prevention services to reduce depression and suicide among older adults countywide. This is accomplished through outreach to seniors; screening of seniors identified to be at risk for isolation, depression, and/or suicide; counseling through an expansion of an intern program, and referral of seniors to Healthy IDEAS/Care for Elders.

Priority Population:

Seniors

Community Partners:

The following community partners provide contracted services

☞ Sonoma County Human Services Department – Adult and Aging Division

- Community and Family Services Agency
- Jewish Family and Children's Services
- Petaluma People Services Center
- Council on Aging

PREVENTION WORK PLAN SUMMARY

County: SONOMA Fiscal Year: 2014-2017	Program: Reducing Disparities in Access to mental health services
Description of Program:	<p>Targeted outreach is essential and necessary to provide effective mental health prevention into communities who have historically been denied easy access to care. People who are from historically disparate communities are best served by trusted messengers from their community. These communities include rural residents, communities of color, including tribal areas, LGBTQQI community members. (National Association of State Mental Health Program Directors, January 2014).</p> <p>Sonoma County MHSA funds programs that provide culturally appropriate, community defined activities, programs, and services that reach historically un and underserved populations in Sonoma County.</p> <p>Services are providers include faith based organizations, organizations in rural and isolated areas in Sonoma County, trusted youth organizations, and health providers, and providers that focus on specific populations.</p>
Priority Population:	<p>Sonoma County residents who: live in geographically isolated communities, are ethnic and culturally diverse specifically communities of color, LGBTQQI,</p>

Community Partners: The following community partner provides contracted services:

- ☞ **Latino Service Providers**
- ☞ **Action Network**
- ☞ **Community Baptist Church**
- ☞ **Alexander Valley Medical Center**
- ☞ **Positive Images**
- ☞ **Sonoma County Indian Health Project**

EARLY INTERVENTION WORK PLAN SUMMARY

County: SONOMA

Fiscal Year: 2014-2017

Program: Mental Health Services to transition age youth who may be experiencing first onset of mental illness

Total number to be served: 500

Description of Program:

Crisis Assessment, Prevention, and Education (CAPE) Team aims to prevent the occurrence and severity of mental health problems for transition age youth. The CAPE Team is staffed by Sonoma County Behavioral Health licensed mental health clinicians. Services are located in Sonoma County high schools and Santa Rosa Junior College.

The CAPE Team provides:

- Mobile Response in schools by licensed mental health clinicians with youth who may be experiencing a mental health crisis.
- Screening and Assessment of at-risk youth in high schools and colleges.
- Training and Education for students, selected teachers, faculty, parents, counselors and law enforcement personnel to increase awareness and ability to recognize the warning signs of suicide and psychiatric illness.
- Peer-based and Family Services, including increasing awareness, education and training, counseling, and support groups for at-risk youth and their families.
- Integration and Partnership with existing school and community resources, including school resource officers, district crisis intervention teams, student and other youth organizations, health centers, counseling programs, and family supports

Priority Population:

Transition age youth (ages 18 to 25) who may be experiencing first onset of mental illness

Community Partners:

The following community partner provides contracted services:

 **National Alliance for Mental Illness (NAMI) – Sonoma County**

INNOVATION WORK PLAN SUMMARY

County: SONOMA

Program: Mobile Support Team

Fiscal Year: 2014-2017

Total number to be served: 1,000

Description of Program:

The need for better collaboration between law enforcement and mental health providers has long been reported. Research shows that an integrated mobile response to behavioral health crises has numerous positive outcomes for the person in crisis, law enforcement officers, and the community (Kisely, S. 2010).

Sonoma County Behavioral Health MHA will fund crisis services to respond with law enforcement to support Sonoma County residents who are having a behavioral health crisis.

Sonoma County's Mobile Support Team adapts crisis response team models that rely solely on the involvement of licensed clinicians by integrating trained consumers and family members into the team who engage in a number of bridge-building activities with consumers and family members following a crisis.

Consumers and family members are a key resource not only to mitigate further crisis, but also to create relationships with law enforcement officers in order to reduce stigma and increase awareness.

Priority Population:

Sonoma County residents who are experiencing a behavioral health crisis that requires law enforcement intervention

Community Partners:

The following community partners provide contracted services:

- ☞ National Alliance for Mental Illness (NAMI) – Sonoma County
- ☞ Goodwill Industries of the Redwood Empire – Wellness and Advocacy Center
- ☞ Support Our Students (SOS)

INNOVATION WORK PLAN SUMMARY

County: SONOMA

Program: Integrated Health Team

Fiscal Year: 2014-2017

Total number to be served: 300

Description of Program:

Well referenced studies show that individuals with serious mental illness treated by the public mental health system die 25 years earlier than the general population, due in part to untreated physical health conditions. Their life expectancy is 51 years on average, compared with 76 years for the general population. People living with serious mental illness are 3.4 times more likely to die of heart disease, 6.6 times more likely to die of pneumonia and influenza, and 5 times more likely to die of other respiratory ailments (C. Colton, based on 1997-2000 data.).

Sonoma County MHSAs dollars will fund the Integrated Health Team that creates the opportunity to pilot the Sonoma County Behavioral Health Division’s first physical health service into a mental health site. The integrated, collaborative model will bring primary care, mental health, and other necessary social supports to one setting, and allow Sonoma County to implement a clinical model which has demonstrated success. The Sonoma County primary care and mental health integration model provides a unique opportunity to capture lessons learned during implementation.

The Integrated Health Team will:

- Provide integrated primary care co-located at a Behavioral Health community program in order to meet the physical health care needs of mental health clients
- Out-station Family Nurse Practitioner from Santa Rosa Community Health Center
- Integrate people with lived experience on team to support care navigation

Priority Population:

People who are diagnosed with a severe and persistent mental disorder who have co-occurring physical health issues

Community Partners:

The following community partner provides contracted services:

 **Santa Rosa Community Health Center**

INNOVATION WORK PLAN SUMMARY

County: SONOMA Fiscal Year: 2014-2017		Program: Reducing Disparities Fund Initiative
Description of Program:	<p>The central purpose of the Reducing Disparities Community Fund Initiative is to increase access to underserved groups living with, or at risk for, serious mental illness. The Sonoma County Mental Health Division will work with community partners to organize and test a community-driven grant-making model, including researching funding opportunities. This will be done by bringing community leaders together to 1) increase community leaders' and members' influence over funding decisions; 2) empower community leaders who have not been involved in making funding decisions for local mental health projects to direct the use of public funds; and 3) increase community understanding of the mental health system through active involvement in decision-making.</p> <p>The Reducing Disparities Fund Initiative will look to the State Office of Health Equity to leverage available dollars locally.</p>	
Priority Population:	Un- and under-served ethnic and cultural communities in Sonoma County	

WORKFORCE EDUCATION AND TRAINING

County: SONOMA Fiscal Year: 2014-2017		Program: Employment for People with Lived Experience
Description of Program:	<p>Sonoma County Behavioral Health has partnered with Consumer-Driven organizations and other interested consumers to develop pathways for mental health consumers to become members of the mental health workforce.</p> <p>Sonoma County's Workforce, Education, and Training (WET) Specialist will develop internships for mental health consumers to gain necessary experience. The WET Specialist will also work closely with Human Resources to develop job descriptions and positions specifically for people with lived mental health experience.</p>	

WORKFORCE EDUCATION AND TRAINING

County: SONOMA

Program: Increase Bilingual and Bicultural Services

Fiscal Year: 2014-2017

Description of Program:

Sonoma County's Workforce, Education, and Training (WET) Specialist will partner with colleges, universities, and community partners to develop a internship training program that will increase the diversity of Sonoma County Behavioral Health Division and its community partners, in an effort to increase bilingual and bicultural services.

Expansion of Services for 2014-2017

As a result of the Sonoma County's community planning process, Sonoma County residents will have access to a strengthened mental health system across the intervention spectrum. Feedback from stakeholders identified a number of priorities to strengthen, improve, and expand mental health services to community members.

Mental Health Services Act funding has the potential to increase, based upon the activity of the economy. As the State's economy improves, tax revenue increases and the MHSA allocations to counties increase. As this occurs, Sonoma County Behavioral Health is responsible to manage program expansion as well as maintain a reserve that will allow Sonoma County to maintain current service levels in times when tax revenue decreases. Furthermore, Sonoma County has been able to use MHSA dollars to seed activities, services, and programs that can now leverage other funding sources for expansion. Stakeholder feedback will be used to expand the following:

- ☞ Housing Program
- ☞ Outreach and Engagement to older adults
- ☞ Geographically Isolated Individuals with mental health issues
- ☞ Veterans

Services will be expanded to many of these priority areas through funding other than Mental Health Services Act.

Maintaining Suicide Prevention Hotline through CalMHSA Funding

Community members' feedback prioritized support for the Suicide Prevention Hotline. Sonoma County Behavioral Health will support the Suicide Prevention Hotline using funds from the Suicide Prevention Initiative through the California Mental Health Services Authority (CalMHSA).

CalMHSA is an independent administrative and fiscal government agency focused on the efficient delivery of California Mental Health Projects. Mental Health Services Act statewide Prevention and Early Intervention funds are administered through CalMHSA to member counties who jointly develop, fund, and implement mental health services, projects, and educational programs at the state, regional,

and local levels. Sonoma County will continue to fund the Suicide Prevention Hotline using CalMHSA dollars.

Expanding Services to Foster Youth through Katie A Services

Community members' feedback prioritized support for increased services to foster children and youth. In 2012, Sonoma County Behavioral Health Division (BHD) partnered with Sonoma County Human Services Division (HSD) to ensure that foster children and youth in Sonoma County receive comprehensive mental health services. BHD co-located a mental health clinician at HSD Family Youth & Children to screen and assess children and youth who are newly entering the foster care system, as well as existing foster youth, for mental health needs.

Beginning in June 2014, BHD will co-locate behavioral health clinicians at HSD FY&C to participate with HSD FY&C in an evidence-based "access-linkage" model identified as being effective in the delivery of services to families who present with multiple co-occurring problems. BHD clinical staff will participate as the provider of specialty mental health services to foster children and youth who meet the eligibility requirement for specialty mental health services.

These expanded mental health screening and assessment services will meet the Federal District Court settlement of the lawsuit (known as "Katie A") which seeks to improve the provision of mental health and supportive services for children and youth in, or at imminent risk of placement in, foster care in California.

Expanding Mobile Crisis Services and Services to Transition Age Youth through the Investment of Mental Health Wellness Act of 2013

Community members' feedback prioritized support for mobile crisis services and services for transition age youth. These services will be expanded using funds from a recently awarded grant from the Mental Health Services Oversight and Accountability Commission.

In March 2014, Sonoma County Behavioral Health Division was awarded a grant by the Mental Health Services Oversight and Accountability Commission (MHSOAC) to expand the number of mental health personnel available to provide crisis support services that include crisis triage, targeted case management, and linkage to services for individuals with mental health illness who require a crisis intervention. The funding is the result of Senate Bill 82, the Investment in Mental Health Wellness Act of 2013, more commonly referred to as the Triage Grant.

Sonoma County Behavioral Health Division will receive a total of \$3,000,000 in the next three years to expand the mobile crisis services of the Mobile Support Team (MST) and the Crisis Assessment, Prevention, and Education (CAPE) Team.

The Triage Grant will expand Mobile Support Team crisis services to the cities of Cotati, Rohnert Park, and Petaluma, increasing residents' access to these services and decreasing the impact of mental health and/or substance use crisis calls on law enforcement and local emergency departments. The Triage Grant will also allow for additional personnel to expand the service to additional schools (Healdsburg, Petaluma, and Sonoma Valley), increase students' access to services, and reduce the impact of untreated undertreated mental health and/or substance use issues on youth, their families, and school systems.

Expanding Services to People who are Homeless and People with Co-Occurring Substance Use Disorders through the Affordable Care Act (ACA)

Community members' feedback prioritized support for increased outreach for people who are homeless and people with co-occurring substance use disorders. Beginning January 1, 2014, adults without children, ages 19-64, became eligible for Medi-Cal. Open enrollment for Medi-Cal coverage for these individuals began on October 1, 2013. The Affordable Care Act now provides an opportunity to connect homeless people to services. The ACA will provide coverage, for the first time, for low-income, childless adults, which is the situation for many people who are homeless. The vast majority of people who are homeless will be eligible for MediCal under the ACA expansion since they generally have little income (except undocumented immigrants, who are ineligible).

Sonoma County Behavioral Health Division has worked closely with Sonoma County Human Services Department to ensure BHD eligibility workers who go to homeless shelters and work at other mental health access points are trained to assist people to enroll in the new expanded MediCal coverage.

The ACA benefit also includes a new substance use disorders benefit, both in the community and for residential treatment, and now through voluntary inpatient detoxification. People with co-occurring mental health disorders and substance use disorders can now receive appropriate care for co-occurring issues. BHD is working hard to ensure that community providers are aware of this new benefit and can assist individuals with access.

Expanding Services to People Living With Serious and Persistent Mental Illness through funding from the California Health Facilities Financing Authority (CHFFA)

Community members' feedback prioritized support for increased treatment for people with serious mental illness. In April 2014, Sonoma County Behavioral Health Division received a \$2,000,000 award from California Health Facilities Financing Authority (CHFFA) to expand the Crisis Stabilization Unit (CSU).

This award will expand Sonoma County's CSU to a new location that will be renovated according to a *recovery-oriented state of the art design* to increase the CSU *capacity from 12 overnight treatment beds to 30*. The new facility will also augment and build capacity for the Urgent Care component of the CSU for mental health consumers in crisis who *may not need an overnight stay but simply need respite support* that their outpatient clinician does not have the ability to provide.

The design phase of the project will include solicited input from community stakeholders including consumers and family members. The new CSU location will have the capacity to house *voluntary* and *involuntary* clients separately, addressing safety and treatment needs individually. In addition, the funding will allow for a CSU design that would ensure safe and evidenced-based treatment of minors and older adults, addressing the special needs of each of these populations uniquely. Minors will have a service/treatment area separate from adults that is designed with the treatment needs of this population in mind.

Funding for School Based Services

Sonoma County Department of Health Services, Sonoma County Office of Education, Santa Rosa City Schools and community partners are working together to expand mental health support services on

high school campuses, and to implement them on elementary and grade school campuses. Medi Cal programs for low-income individuals can be a key funding stream for schools.

Local educational agencies (LEAs) can claim MediCal Administrative Activities (MAA) through a local educational consortium (LEC). Sonoma County Department of Health Services and education partners will explore how mental health services offered at schools can be reimbursed through this potential funding stream.

Capital Facilities & Information Technology

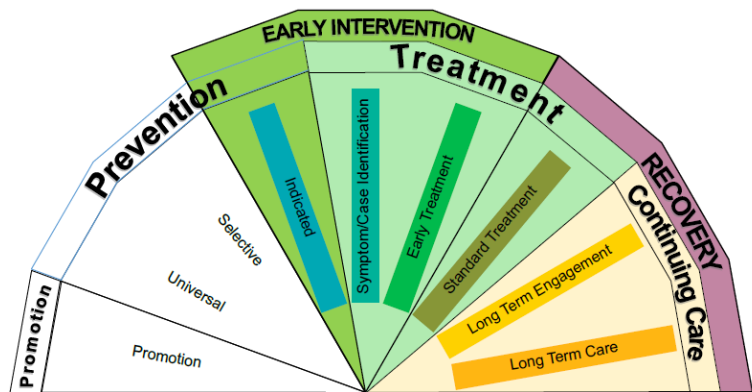
In FY 12-13, Phase One of the Avatar Software Implementation began. “Go-Live” for the Cal-PM module occurred on July 1, 2013. The remainder of the fiscal year focused on production support, system stabilization, and the introduction of functionality to support County mental health billing and clinical practices. During FY 14-15, the plan is to complete Phase Two, which will include the full electronic clinical record, e-prescribing, and other supporting functionality such as federal or state required changes.



“Bal and the Dragon” Artwork by David O.

FY 12/13 Annual Update

COMMUNITY SERVICES & SUPPORTS (CSS)



Full Service Partnerships

Full Service Partnership (FSP) programs are designed specifically for children who have been diagnosed with severe emotional disturbances, and for transition age youth, adults and seniors who have been diagnosed with a severe mental illness and would benefit from an intensive service program. The foundation of Full Service Partnerships is doing “whatever it takes” to help individuals on their path to recovery and wellness. Full Service Partnerships embrace client-driven services and supports, with each client choosing services based on individual needs. Unique to FSP programs are a low staff-to-client ratio, a 24/7 crisis availability, and a team approach that is a partnership between mental health staff and consumers. Embedded in Full Service Partnerships is a commitment to deliver services in ways that are culturally and linguistically responsive and appropriate.

Total Unique Clients that were served by FSP programs: **232**

ALL FSP

Age	
0 - 15	39
16 - 25	60
26 - 59	96
60+	37

Primary Language	
English	218
Unknown / Not Reported	3
Spanish	6
Other Non-English	1
No Entry	4

New Clients	81
Clients Carried over	151

Ethnicity	
White	185
Black/African-American	13
American Indian	5
Chinese	1
Other Asian	1
Guamanian	2
Other Race	21
No Entry	4

Gender	
Female	98
Male	134

Family Advocacy Stabilization and Support Team (FASST) - Wraparound services provided to children ages 5-12, including family-centered treatment in partnership with *Sunny Hills Children’s Services*.

Total Unique Clients that were served by the FASST program: **54**

Sunny Hills FASST

Age	
0 - 15	39
16 - 25	15
26 - 59	0
60+	0

Primary Language	
English	50
Unknown / Not Reported	0
Spanish	4
Other Non-English	0
No Entry	0

New Clients	27
Clients Carried over	27

Ethnicity	
White	40
Black/African-American	5
American Indian	1
Chinese	0
Other Asian	0
Guamanian	1
Other Race	7
No Entry	0

Gender	
Female	26
Male	28

Notable Accomplishments: FASST has achieved a low recidivism rate of one youth and their family returning for service at the FASST level this year. We increased Spanish language interpretation ability by our FSP (Sunny Hills), responding to the need to add staff to the team serving monolingual parents participating in services.

Transition Age Youth (TAY) Team - Provides intensive wraparound services to youth ages 18-25 and their families, in partnership with *Buckelew Programs, Inc.* and *Social Advocates for Youth – Tamayo House*.

Total Unique Clients that were served through the TAY Program: **28**

TAY FSP SCBH

Age	
0 - 15	0
16 - 25	28
26 - 59	0
60+	0

Primary Language	
English	25
Unknown / Not Reported	0
Spanish	0
Other Non-English	0
No Entry	3

New Clients	6
Clients Carried over	22

Ethnicity	
White	21
Black/African-American	1
American Indian	1
Chinese	0
Other Asian	0
Guamanian	0
Other Race	2
No Entry	3

Gender	
Female	12
Male	16

Integrated Recovery Team (IRT) - Provides intensive services and supports to adult with serious and persistent mental illness and substance use disorders, in partnership with *Buckelew Programs, Inc.*

Total Unique Clients Served through the IRT program: **56**

IRT FSP SCBH

Age	
0 - 15	0
16 - 25	4
26 - 59	51
60+	1

Primary Language	
English	53
Unknown / Not Reported	2
Spanish	1
Other Non-English	0
No Entry	0

New Clients	13
Clients Carried over	43

Ethnicity	
White	46
Black/African-American	3
American Indian	1
Chinese	1
Other Asian	0
Guamanian	0
Other Race	5
No Entry	0

Gender	
Female	16
Male	40

Notable Accomplishments: IRT has held several large Recovery Education events for IRT, and then for all Chanate clients. A new Recovery oriented group called "Us" is being led by two peer counselors along with staff support. IHT has continued to help over 100 clients transition to receiving their psychiatric care. The embedded FNP from Brookwood has become an integrated member of the adult psychiatric treatment teams.

Forensic Assertive Community Treatment Team (FACT) - Provides intensive mental health services to mentally ill offenders through a mental health court, in partnership with *Buckelew Programs, Inc.*

Total Unique Clients Served through the FACT program: **61**

FACT FSP SCBH

Age	
0 - 15	0
16 - 25	13
26 - 59	45
60+	3

Primary Language	
English	60
Unknown / Not Reported	0
Spanish	0
Other Non-English	0
No Entry	1

Ethnicity	
White	49
Black/African-American	1
American Indian	2
Chinese	0
Other Asian	1
Guamanian	0
Other Race	7

Gender	
Female	26
Male	35

New Clients	32
Clients Carried over	29

Older Adult Intensive Team (OAT) - Provides intensive mental health services to seriously mentally ill seniors at risk for out-of-home placement, in partnership with *Community and Family Services Agency*.

Total Unique Clients Served through the OAT program: **33**

OAT FSP SCBH

Age	
0 - 15	0
16 - 25	0
26 - 59	0
60+	33

Primary Language	
English	30
Unknown / Not Reported	1
Spanish	1
Other Non-English	1
No Entry	0

New Clients	3
Clients Carried over	30

Ethnicity	
White	29
Black/African-American	3
American Indian	0
Chinese	0
Other Asian	0
Guamanian	1
Other Race	0
No Entry	0

Gender	
Female	18
Male	15

Notable Accomplishments: *The Older Adult Behavioral Health Liaison continues to collaborate with our community partners to provide screening and assessment for behavioral health needs for older adults that may be home bound or have limited support, and linking them to appropriate services including older adult peer support, counseling, or to Sonoma County Behavioral Health Access Team for further evaluation. The Older Adult Team is actively researching and planning ways to better identify needs and enhance services for our severely, persistently mentally ill older adults through the utilization of evidence-based /best practices*

Outreach & Engagement

Community Intervention Program (CIP) provides services to community members who are traditionally underserved or unserved by mental health services, including communities of color, LGBTQQI communities, homeless, people with substance use issues, people who experienced recent psychiatric hospitalizations, people in geographically isolated areas, and veterans. Services are provided where populations go for services, including homeless shelters, drug treatment programs, community health centers, housing projects, fairs, gatherings, etc. Partnerships include: Services for the Homeless: *The Mary Isaak Homeless Services Center, Catholic Charities Homeless Services Programs*; Substance Use Disorders programs: *Drug Abuse Alternatives Center, Women’s Recovery Services*; Community Health Centers: *Santa Rosa Community Health Centers, Sonoma County Indian Health Project, Alliance Medical Center, Petaluma Health Center, and West County Health Services – Russian River Health Center*; home visits, *VetConnect* in Petaluma

Community Mental Health Centers (CMHCs) Staff in CMHCs provide outreach and engagement (CIP services) in Sonoma County’s less populated and geographically isolated communities. CMHCs are located in Guerneville, Petaluma, Cloverdale, and Sonoma.

Total Unique Clients Served through Community Intervention Program Outreach and Engagement:
1279

(Data reported in this table is a representative sample collected for those activities where demographic information can be obtained on individual participants. Demographic data is not collected for all promotional or universal outreach strategies such as fairs and other large events, etc.)

By Age	
Birth to age 18	65
19-25	105
25-45	463
45-65	517
65 and over	34
<i>Unknown</i>	156

By Gender	
Male	686
Female	593
Transgender	

By Language Spoken	
English	954
Spanish	141
English and Spanish Equally	42
Other Language	132
<i>Missing/Unknown</i>	2

By Ethnicity	
White	750
African American	44
Asian	153
Pacific Islander	5
Native American	74
Latino/Hispanic	225
Other	3
<i>Missing/Unknown</i>	13
<i>Declined to State</i>	

The Access Team improves access to mental health services for residents of Sonoma County. Individuals seeking care are able to quickly receive a mental health screening and, when needed, assessment and treatment planning and/or referral for appropriate levels of care to the network of mental health services available throughout Sonoma County. While the primary purpose of the Access Team is to assist the MediCal beneficiary into care, the Access Team provides links to other community resources for any caller.

Total Unique Clients Served through the Access Team: **306**

By Age	
18-25	78
26-59	204
60+	24

By Gender	
Male	122
Female	183
Unknown	1

By Language Spoken	
English	282
Spanish	12
Unknown/Not Reported	2
No Entry	4
Other Non-English	6

By Ethnicity	
White	235
African American	12
Asian	3
Pacific Islander	4
Native American	3
Latino/Hispanic	44
Filipino	1
No Entry	4

95 Clients carried over from the previous FY (11-12), 211 clients were open during FY 12-13

Older Adult Peer Support At Home Friendly Visitor Program Plus is a collaboration between *Community and Family Services Agency* and through sub-contract with *Jewish Family and Children's Services* that provides Adult Peer Support Services to Sonoma County's older adult community. The At Home Friendly Visitor Program recruits, hires, trains, supervises, and supports senior peer counselors to ensure quality services are being provided and volunteers are retained.

General System Development

Consumer Run Services

Wellness and Advocacy Center (The Wellness Center) is a consumer-operated self-help program that provides mental health consumers with the opportunity to participate with their peers in a variety of activities that assist in personal and social enrichment. Ongoing activities include a career/computer lab, the art program, the garden project, self-help groups, speakers' bureau, and a quarter-life group. The Wellness Center is a program of *Goodwill Industries of the Redwood Empire*.

Total Number Served by the Wellness Program: **5001**

Total Number of Sessions/Contact/Visits: **3455**

Estimated Numbers Encountered/Reached through Outreach Activities: **1546**

Interlink Self-Help Center (Interlink), a consumer-operated self-help center, provides many groups, one-to-one support, Peer Support Training, and information and referral to other agencies and resources, within a safe environment, for people to explore their mental health recovery. MHSA funds were used to support staff and services for people with co-occurring disorders of substance use and mental health issues. Interlink provides specific outreach, peer, and group opportunities. Interlink is a program of *Goodwill Industries of the Redwood Empire*.

Total Clients Reached through the Interlink Program: **2249**

Notable Accomplishments: In FY12/13 Interlink had two interns, one from Sonoma State University and one from Santa Rosa Junior College. Both interns have lived experience of being a mental health consumer and have participated at Interlink as part of their educational process. This has been a great boon to their educational journeys and to the Interlink community. They have both co-facilitated support groups, including the group at Creekside's inpatient mental health unit. The students have participated in and facilitated Peer Support Classes. The students have reported great satisfaction with the rounding out of their educational experience as of a result of being at Interlink.

The Russian River Empowerment Center (The Empowerment Center) is a consumer-run mental health and wellness drop-in center that provides a safe and supportive haven for those who want to transcend serious and persistent mental illness. With peer support, The Empowerment Center nurtures a positive self-worth, recovery, self-determination, responsibility, and choice. The Empowerment Center offers a variety of services to support members, including a garden project, community lunch, groups, and other activities. The Empowerment Center is a program of *West County Community Services – Community and Family Services Agency*.

Disability Rights California – Peer/Self-Help Advocacy Program (DRC) helps mental health consumers learn and understand their rights and become advocates for themselves and their peers, provides technical assistance and training, and develops and implements advocacy projects that will create positive change in a mental health consumer’s life.

Family Driven Services

National Alliance on Mental Illness – Sonoma County (NAMI-SC) is a grassroots family, client, and community member organization dedicated to improving the lives of people with mental health Challenges, and the lives of their families and friends. *NAMI* provides health education, support, and advocacy to family members and loved ones of people who have psychiatric disabilities. *Sonoma County Behavioral Health Division* provides funds to support *NAMI’s* consumer and family member programs throughout Sonoma County. Funding includes: Family to Family classes; family support groups in Petaluma, Santa Rosa, Sebastopol, and Sonoma; Warmline, consumer support group, outreach, and individual family support specifically for Latino families.

Buckelew Programs Inc. - Family Services Coordinator (FSC) offers education and referrals to families of those with mental illness. The Family Services Coordinator serves as a liaison between Sonoma County Behavioral Health and other community-based organizations and services. Any family member or support person may contact the Family Service Coordinator for assistance in accessing services for themselves or their loved one. Funded services include outreach to family members and loved ones, education and support groups, consumer and family resource clinics, Friends and Family Forum in Petaluma, and family support groups.

Served through Family-Driven Services activities: **3004**

(Data reported in this table is a representative sample collected for those activities where demographic information can be obtained on individual participants. Demographic data is not collected for all promotional or universal outreach strategies such as fairs and other large events, etc.)

By Age	
Transition Age Youth (16-25)	56
Adults (26-59)	971
Older Adults (+60)	1425
<i>Missing/Unknown</i>	434

By Gender	
Male	550
Female	924
Transgender	2
Other	4
<i>Missing/Unknown</i>	435

By Ethnicity	
White	1130
African American	37
Asian	39
Pacific Islander	
Native American	15
Latino/Hispanic	61
Multi Ethnic	39
Other	23
<i>Missing/Unknown</i>	390
<i>Declined to State</i>	174

By Language Spoken	
English	1103
Spanish	14
Other	14
<i>Missing/Unknown</i>	306
<i>Declined to State</i>	476

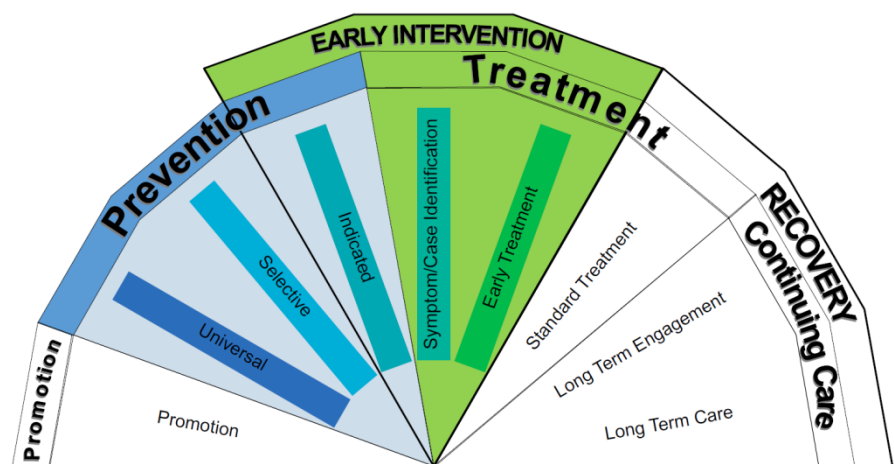
By Targeted Cultural Group <small>(self ID optional)</small>	
LGBTQQI	37
Veteran	72
Homeless	9
Individual in Foster Care	1
Other: (specify)	48

Notable Accomplishments: NAMI made concerted efforts to outreach to communities of color particularly Latinos. A sample of targeted activities includes providing individual drop-in support to Latino families, outreach to migrant farm workers, collaborating with KBBF Radio (a local radio station whose mission is “To create a strong multilingual voice that empowers and engages the community to achieve social justice through education, celebration of culture and local and international news coverage”), offering Family Support Groups in Spanish, and sponsoring Familia a Familia.

Buckelew Family Support Services reports notable outcomes resulting from their activities. These include:

- 93% of families are better able to understand what mental health services are available, how to access those services, and have a general understanding of the limitations of the mental health system.
- 83% of families have a better understanding of Sonoma County’s Health System, i.e., how to access primary care, therapist, and psychiatrist.

PREVENTION & EARLY INTERVENTION (PEI)



Services to Children ages Birth to 5 years and their Families

Early Childhood Collaborative In the Early Childhood Mental Health Collaborative, BHD, First 5 Sonoma County, and four grantees partner to provide the following services: Triple P—Positive Parenting Program, levels 2, 3, 4, or 5; identifying women with Perinatal Mood Disorder (PMD); case management and treatment of women with PMD; education and support for parents of children with special needs, mental health services for families with mental health concerns of either parent or child; developmental and social-emotional screening for children from birth to age 5, using the Ages and Stages Questionnaire (ASQ 3) and the ASQ Social – Emotional (ASQ-SE); and psychological assessment and referral. Services are provided by *California Parenting Institute, Jewish Family and Children’s Services, Petaluma People Services Center, and, Early Learning Institute.*

Total Served through Early Childhood Collaborative Services: **4,914**

By Service Recipient	
Children	1955
Parent/ Guardians/ Primary Caregivers	2396
Other Family Members	511
Providers	52

By Targeted Cultural Group	
Children with Special Needs	805

Primary Language Spoken by Child	
English	1115
Spanish	744
Other	69
Unknown	27
Primary Language Spoken by Parent/Caregiver	
English	1335
Spanish	957
Other	102
Unknown	2

By Ethnicity of Child	
Hispanic/Latino	850
White	871
Multi-racial	124
Other	44
Native American	14
African American	3
Asian	11
Pacific Islander	0
Unknown	38

By Ethnicity of Parent/Primary Caregiver	
Hispanic/Latino	1097
White	1048
Multi-racial	87
Other	67
Native American	9
African American	6
Asian	5
Pacific Islander	3
Unknown	74

Notable Accomplishments: MHS-A-PEI 0-5 achieved key goals at both the community level and the program level. Achievements include:

Parents report a decrease in difficult behavior in their children: Over 80% of parents who rated their children as having a high frequency of problem behaviors, and/or indicated that they see their children's behavior as a substantial problem, rated their children as substantially improved after participation in Triple P – Positive Parenting Program®.

The rate of substantiated reports for child abuse and neglect in Sonoma County is decreasing: The rate of these reports, per 1,000 children, has gone down from 10.5 in 2010, to 10.0 in 2011, and most recently to 8.5 in 2012. LFA and First 5 believe this positive development is, in part, a product of the combined efforts of MHS-A-PEI 0-5 grantees.

School Based Services to Youth Ages 5-18

Project SUCCESS PLUS (PS+) MHS-A funds build upon a county-wide Student Assistance Program to add a prevention and early intervention system of care for adolescents at 17 high schools throughout Sonoma County; Project SUCCESS Plus is in six school districts (Petaluma, Cotati-Rohnert Park, Windsor, Cloverdale, Healdsburg, and West Sonoma County).

The project is coordinated through the *Sonoma County Office of Education (SCOE)*. SCOE contracts with community-based partners, *Social Advocates for Youth, Petaluma People Services Center, West County Community Services, Drug Abuse Alternatives Center, Support Our Students, and National Alliance for Mental Illness*, who provide mental health screening, counseling, training, and education on campuses.

Total Served through Sonoma County Office of Education - School Based Services and Activities:

11,771

(Data reported in this table is collected for those activities where demographic information can be obtained on individual participants. Demographic data is not collected for all promotional or universal outreach strategies such as fairs and other large events, etc.)

By Age	
Children & Youth under 16	870
Transition Age Youth (16-25)	1264
Adults (26-59)	1
Older Adults (+60)	0
Missing/Unknown	54

By Gender	
Male	1028
Female	1150
Other	5
Missing/Unknown	33
Declined to State	2

By Languages Spoken	
English	1532
Spanish	267
Other	13
Missing/Unknown	379

By Ethnicity	
White	1200
African American	53
Asian	38
Pacific Islander	
Hispanic/Latino	738
Multi Ethnic	65
Other	26
Missing/Unknown	32
Declined to State	10

By Targeted Cultural Group <small>(self ID optional)</small>	
LGBTQQI	42

Outreach and Engagement Only	
Total # of Participants	9582

Notable Accomplishments: Among English and Spanish speaking parents who received training, 100% reported increased knowledge and 94% reported increased confidence in ATOD and Behavioral Health issues (based on 17 surveys).

Outreach activities include annual Health and Wellness Fairs on campuses. More outreach is being offered to monolingual Spanish-speaking parents – including support groups. A community “mobilize” from St. Joseph’s Healthcare System is collaborating with DAAC/PS+ in Cotati/Rohnert Park Unified School District to provide substance use education to Spanish-speaking families.

Parents and law enforcement are coming together in the West County. A community-sponsored event brought together the PS+ club on campus with a motivational speaker, and outreach to the middle schools and high schools. As an outgrowth of PS+ efforts, the West County high schools and feeder schools are working on an articulated prevention curriculum. Windsor PS+ gave a Parent Night presentation on marijuana and the developing brain and the continuum of use/abuse.

Windsor and West County PS+ students have sponsored anti-bullying efforts and are delivering anti-bullying presentations to 8th grade students/parents.

NAMI is about half way to the goal of 30 presentations this year. NAMI did 11 presentations at Analy High School and is going to Casa Grande. NAMI will do more in West County and Windsor this spring.

Toolbox provides parents and children with comprehensive, systematic and practical methodologies that teach fundamental tools and practices in personal and social awareness, in *Bellevue Unified School District* in southwestern Santa Rosa. This project is implemented by *California Parenting Institute*. Toolbox interventions include Family and Parent Engagement programs, School Based In-Class Support, and Social/Emotional Learning Curriculum teacher training.

Early Risers - Skills for Success provides a multi-component, developmentally focused competency enhancement program at Guerneville and Monte Rio elementary schools in the West County. This project is implemented by *Community and Family Services/West County Community Services*.

Santa Rosa Community Health Centers (SRCHC) specifically targets Latino children and youth ages 5-18 and their families, at three of the clinics where this population seeks care: *Roseland Children's Health Center, Southwest Community Health Center at Lombardi, and Elsie Allen Health Center*. Services include Parent Child Interaction Therapy (PCIT), an evidence-based practice that targets conduct-disordered young children by placing emphasis on improving the quality of the parent-child relationship and changing parent-child interaction patterns; Triple P-Positive Parenting Program services from Lombardi and Roseland clinics; and drop-in psycho-educational Teen Support Groups.

Services Targeting Transition Age Youth at Risk of or Experiencing First Onset of Mental Illness

Crisis, Assessment, Prevention, and Education (CAPE) Team is a prevention and early intervention strategy specifically designed to intervene with transition age youth ages, 16 to 25, who are at risk of or are experiencing first onset of serious psychiatric illness and its multiple issues and risk factors: substance use, trauma, depression, anxiety, self-harm, and suicide risk. The CAPE Team aims to prevent the occurrence and severity of mental health problems for transition age youth.

The CAPE Team is staffed by Sonoma County Behavioral Health licensed mental health clinicians. Services are located in nine Sonoma County high schools and Santa Rosa Junior College.

The CAPE Team has five essential components:

- **Mobile Response** to schools by licensed mental health clinicians with youth who may be experiencing a mental health crisis.
- **Screening and Assessment** of at-risk youth in high schools and colleges.
- **Training and Education** for students, selected teachers, faculty, parents, counselors, and law enforcement personnel to increase awareness and ability to recognize the warning signs of suicide and psychiatric illness.
- **Peer-based and Family Services**, including increasing awareness, education and training, and counseling and support groups for at-risk youth and their families.
- **Integration and Partnership** with existing school and community resources, including school resource officers, district crisis intervention teams, student and other youth organizations, health centers, counseling programs, and family supports including *National Alliance on Mental Illness* and Sonoma County Behavioral Health Division (SC-BHD).

Total Number of Students Trained in QPR (Question, Persuade, Refer) = 1473

(QPR is an evidence-based training that teaches any person how to look for signs and symptoms Of depression and suicide, how to talk to the person, and how to refer them on for care)

Total Number of High School Students Trained in Various Mental Health Issues (not QPR) = 1130

(Training topics included: Overview of mental health diagnoses, depression, self-care, stress management, anxiety, substance use, anger management, bullying, bipolar disorder, psychosis)

Notable Accomplishments: The CAPE Team facilitated two Critical Incident Stress Debriefings following two school incidents.

The CAPE Team worked closely with School Resource Officer, resulting in the rescue of both a student and a family member.

The CAPE Team participated in Santa Rosa Junior College’s event marking World Depression Month by assisting with universal depression screening for any student at the Junior College. CAPE Team provided resources and support.

The CAPE Team participated in the Santa Rosa City School sponsored event “Every 15 Minutes.” “Every 15 Minutes” is a two-day event that offers real-life experience without real-life risks. This emotionally charged event is designed to dramatically instill teenagers with the potentially dangerous consequences of drinking alcohol and texting while driving. This powerful program challenges students to think about drinking, texting while driving, personal safety, and the responsibility of making mature decisions when lives are involved.

Santa Rosa Junior College

The CAPE Team funds a Health Promotion Specialist in Santa Rosa Junior College (SRJCs) Student Health Services who works with the CAPE Team on CIRT; collects and analyzes data from the National College Health Assessment and other data sources; provides staff and faculty professional development activities including **QPR**; organizes student outreach such as sponsoring a Mental Health Awareness Week with on-campus activities and online mental health screening events; developing an online monthly health magazine linked to every student’s home page; and participates with BHD in other prevention and early intervention activities. SRJC’s model offers a robust and comprehensive student mental health program that can be replicated at other community colleges and universities.



Services Targeting Older Adults

Older Adult Collaborative (OAC) is a five agency project lead by Sonoma County Human Services Department – Adult and Aging Division, in partnership with Council on Aging, Petaluma People Services Center, Community and Family Services Center, and Jewish Family and Children’s Services. The OAC provides services to reduce depression and suicide among older adults county-wide. This is accomplished through various services that are provided to seniors in the community: outreach and education on depression, screening for depression, counseling (including in-home counseling for isolated seniors), referrals to other community agencies, and use of the Healthy IDEAS (Identifying Depression Empowering Activities for Seniors) intervention in case management.

Recently added to Sonoma County’s Portfolio of Model Upstream Programs, Healthy IDEAS is a community-based depression program designed to identify and reduce the severity of depressive symptoms in older adults with chronic health conditions and functional limitations. The program sits within existing case management models and incorporates four evidence-based components into the ongoing service delivery of care/case management or social service programs serving older individuals in the home over several months:

- Screening and assessment of depressive symptoms
- Education about depression and self-care for clients and family caregivers
- Referral and linkage to health and mental health professionals
- Behavioral activation

Number of Seniors Who Participated in Healthy IDEAS*	Number of Counseling Sessions Provided in the Home for Isolated Seniors*
2599	281

*FY2012-13

Notable Accomplishments: The Older Adult Collaborative (OAC) maintained impressive outreach to seniors through the 4th quarter of FY 12/13. OAC surpassed their annual goal for offered screenings by more than 10%, serving 272 seniors. This outreach demonstrates a continued commitment from the agencies to work towards meeting the needs of a rapidly growing senior population.

Services Targeting Communities That Experience Disparity in Access to Mental Health Services

LGBTQQI Youth

Positive Images (PI) is a community-based non-profit and is the only agency in Sonoma County serving the unique needs of Gay, Lesbian, Bisexual, Transgender, Queer, Gender-Queer, Questioning, and Intersex (GLBTQQI) youth ages 12 to 25. Positive Images provides seminars teaching youth, staff, volunteers, and the community about the indicators of mental distress specific to the GLBTQQI population; enhancing relationships with ethnic communities through targeted recruitment for youth and adults of color for peer and mentoring programs; sharing information with all partners, especially faith-based groups, law enforcement, and juvenile justice organizations; and training youth outreach workers to engage more GLBTQQI youth and allies in programs and services

Notable Accomplishments: Independent annual evaluation process completed for 2012-2013 - Results: 84% of Positive Images members are optimistic and live productive lifestyles.

85% of Positive Images members who have psychological problems, take personal responsibility for their own healing process.

93% of Positive Images member, who experienced rejection from people they know regarding their own sexuality, feel relieved from the anxieties of this rejection by participating in the Positive Images program.

95% of people, who have some awareness of L/G/B/T/Q issues as presented by the Positive Images program, realize that their own acceptance or rejection of another person's sexual identity does have an effect on those persons.

Geographically Isolated Communities

Action Network provides enhanced mental health services to Sonoma County residents of the Redwood Coast. The Redwood Coast is a bi-county region of Northern California coastal and ridge communities spanning Sonoma and Mendocino Counties, from Fort Ross to Elk. Because Action Network is located in one of the most geographically isolated area in Sonoma County Action Network provides services to people across the lifespan. These services include outreach and engagement to Kashia Tribal Office, Sea Ranch public apartments, Horicon Elementary School, South Coast Senior Center and at high schools located in Mendocino but attended by Sonoma County Teens. Staff are trained in evidence based practices (Triple P Positive Parenting for children ages birth to 5 years and Triple P Teens, Girls Circle, Questions, Persuade, Refer, and ASIST) to increase access to mental health services to the community. Other services include print media outreach, attendance at fairs and community gatherings; and offering groups to children and youth, parenting classes for families, and services at the Senior Center to reduce isolation.

Notable Accomplishments: 100% of families are aware of the mental health services and supports that Action Network offers, including Triple P classes. Also 100% of families served have signed up for the Imagination Library program which supports literacy for young children and infants. Action Network can say that, with confidence, that 100% of their families are satisfied with their services.

Alexander Valley Health Center in Cloverdale administers Pediatric Symptoms Checklist to all children and youth ages 5 to 19. The Pediatric Symptom Checklist (PSC) is a psychosocial screen designed to facilitate the recognition of cognitive, emotional, and behavioral problems in order to initiate appropriate interventions early. PSCs for children between the ages of 5 and 11 years were completed by a parent or guardian; youth ages 12 to 19 years completed the assessment themselves.

Children Aged	Total Children Screened	# Seen by Behavioral Health
5-11 years	765	107
12-19 years	902	73

Communities of Color

Community Baptist Church (CBC) provides services to predominately African American children and youth in a faith-based setting. CBC is located in Santa Rosa and was the denomination's first African-American church. Currently, CBC has an ethnically and culturally diverse congregation. CBC provides

prevention and early intervention programming and services to children, youth, and their families. MHSA-funded programs at CBC utilize existing program structures to implement prevention and early intervention services. These services build protective factors in children, youth, and their families and other adults, that promote health behaviors and decrease engagement in risky behaviors. Protective factors include building strong parent-child bond, early academic success, appropriate peer relationships, and creating social connections and concrete support in times of need. Program interventions include the use of evidence-based practices (QPR: Question, Persuade, Refer) and Triple P Positive Parenting. Programs are as follows:

The Saturday Academy: A weekly program that features topics of importance to youth and the community. Adults from the community are asked to bring a youth relative or friend aged 14-18. This is a participatory program that focuses on building protective factors through faith-based teachings and other relevant issues (hygiene, etc.).

The Village Project: A weekly program for children ages 8-13 using curriculum that focuses on building protective factors. The Village Project allows children and youth to have an opportunity to test out what they learned with projects and outings.

Bridge to the Future: Rites of Passage: An eight-month program for youth ages 14-18. This program uses adult mentors (civic and community leaders, elected officials, etc.) to provide youth with life skills to assist them in a successful transition into adulthood.

Safe Harbor Project: The Safe Harbor project uses various modalities to assist individuals and their families to gain knowledge and skills that enable them to better understand, manage and cope with stress. Activities include self help groups, specialized mental wellness workshops, music as relief events, distribution of resource literature, etc.

Notable Accomplishments: Training evaluations from two-hour training to regional high school staff about addressing the needs of teen fathers showed that 95% of staff increased their knowledge about the challenges teen fathers face and ways to better support them. Participants brainstormed ideas to work together to identify the needs of teen fathers and provide resources (e.g., support groups, educational materials).

Rites of Passage Class 2014-Community Baptist Church

Latino Service Providers - Sonoma County (LSP-SC), supported by *Community and Family Services* to strengthen Latino families and children by building healthy communities, and reduces disparities in Sonoma County by offering a variety of mechanisms for networking, collaboration and information exchange. This enables all groups to work together to leverage resources, influence service delivery and promote professional development.

Total Number of Individuals served by LSP-SC: **5200**

Notable Accomplishments: A new partnership was initiated by LSP with the Consumer Relations Program, a program of Goodwill – Redwood Empire to start the Grupos de Amistad. Grupos de Amistad are Spanish-speaking support and resource groups by and for persons with mental or emotional health issues. They are encouraging bilingual Spanish speakers to help facilitate these groups. There is a stigma among the Latino

community to seek mental health services, and LSP is trying to reduce that stigma and encourage more mental health awareness of education, programs, and services.

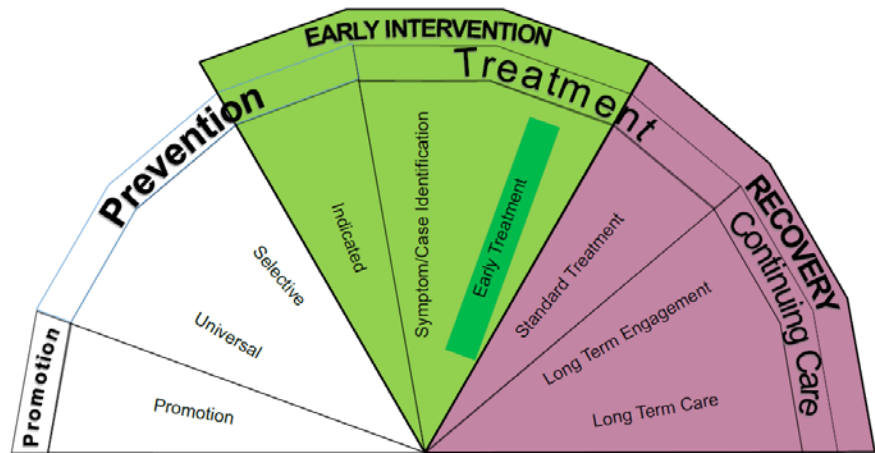
Latino Service Providers is growing. Membership started with a few hundred in 2010 and now there are well over 1000 members. They currently have 1109 members that are part the LSP resource network.

Sonoma County Indian Health Project (SCIHP) implements the *Aunties and Uncles Program*, a mentoring program that provides workshops, social connections, and builds self-esteem in transition age youth ages 16 to 25, depression screening to all youth ages 12 to 25, and workshops and training to providers to better understand how to work best with Native Americans.

Total Number of Individuals Reached through Direct Services and Outreach and Engagement at Sonoma County Indian Health Project: **3337**

Notable Accomplishments: As a result of the Aunties and Uncles Project, SCIHP has worked alongside CPS and the juvenile justice system, successfully assisting in the reunification of removed children from their homes and the placement of native teens into the homes of relatives or treatment centers. Most of the community members who were assisted are now receiving regularly scheduled BH appointments and participating in SCIHP programs.

WORKFORCE, EDUCATION, & TRAINING (WET)



Consumer and Family Member Mental Health Career Pathways

Consumer Relations Program is funded to provide outreach, education and employment coordination, peer mentoring and counseling, consumer satisfaction projects, and quality improvement. Education and employment coordination encompasses strengthening links between local education programs and interested mental health consumers; promoting internships/externships and certificate programs; collaborating to design job openings that accept and are reflective of consumer experience; and promoting relevant training, evaluations, and announcements about workforce training and education developments. Additionally, in order for consumers of public mental health services to be successful as providers of public mental health services, they need specialized support and training.

Postgraduate Internships

Support Our Students Community Counseling (SOS) provides crisis intervention and assessment under the guidance of Sonoma County Behavioral Health’s Mobile Support Team members, to individuals identified by law enforcement as having a behavioral health crisis. SOS provides clinical supervision for post graduate master’s level interns as they gain experience responding to crises.

Lomi Psychotherapy Clinic is funded to assist Masters’ level post-graduate interns to gain experience providing mental health treatment services to mental health consumers referred by the Access Team. Post graduate interns provide brief, evidence-based individual psychotherapy integrating Cognitive Behavioral Therapy, Solution-Focused Therapy, Wellness and Recovery Action Plans, Mindfulness-Based Cognitive Behavioral Therapy, Dialectical Behavioral Therapy and Acceptance, and Commitment Therapy, as appropriate. Lomi Psychotherapy Clinic provides ongoing training, supervision, and support to their interns.

Total receiving Mental Health Treatment through Lomi Psychotherapy Clinic: **180**

By Age	
Transition Age Youth (16-25)	19
Adults (26-59)	153
Older Adults (+60)	8

By Gender	
Male	41
Female	136
Transgender	3

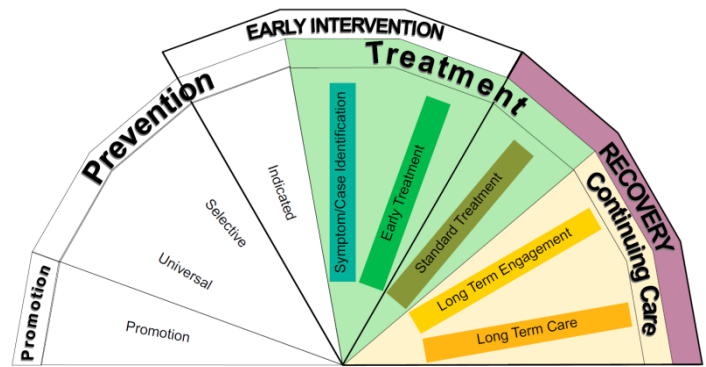
By Language	
English	172
Spanish	8

By Ethnicity	
White	127
African American	11
Asian	5
Pacific Islander	
Native American	3
Latino/Hispanic	22
Multi Ethnic	10
Other	3
Missing/Unknown	3
Declined to State	2

By Targeted Cultural Group	
LGBTQQI	12
Homeless	3

Notable Accomplishments: Lomi clinicians implemented the Hamilton Depression Rating Scale (HDRS). The HDRS is a multiple- item questionnaire used to provide an indication of depression and as a guide to evaluate recovery. During the fourth quarter, Lomi clinicians looked at HDRS scores from clients at the beginning of their therapy and compared those ratings of the same clients who completed therapy. The beginning and ending cumulative comparison scores of 16 of the 21 clients shows a 76% decrease in impairments.

INNOVATION (INN)



Integrated Health Team (IHT) creates a client-centered, holistic approach that incorporates community health education strategies as a core component of primary care and behavioral health service provision. In this model, the primary goal is to address unmanaged physical health conditions that lead to early morbidity for consumers living with serious and persistent mental illness (SPMI). IHT will launch an integrated, multidisciplinary team of peer health educators, physicians, nurses, psychiatrists, behavioral health specialists, and care managers. This creates a new three-pronged model by adapting two existing models: 1) primary care and behavior health integration model, and 2) peer-based community health education.

Mobile Support Team (MST) integrates consumers and family members into a mobile response team, and re-trains mental health staff to work effectively alongside consumers and family members. Adapts crisis response team models that rely solely on the involvement of licensed clinicians by integrating trained consumers and family members into the team, and engages in a number of bridge-building activities with law enforcement to support crisis response.

Total Calls	533
Santa Rosa Police Department	429
Sonoma County Sheriff's Office	103
Santa Rosa Junior College District Police	01

5150's	
Total # of 5150's written	129

Total Referrals Provided	128
NAMI/family support	61
Family Service Coordinator at Buckelew Programs	52
Substance Use Disorders Services	15

Follow-up calls	
Psychiatric Emergency Services	257
Mobile Support Team	316

Notable Accomplishments: The BHD launched the MST program on September 26th 2012.

MST staff were cross-trained in law enforcement field tactics and participated in ride-along trainings. MST also was taught detoxification and Psychiatric Emergency Services procedures and protocols

Horicon is a K-8 school where the MST provided critical incident stress debriefing and suicide prevention training with students, faculty, and family members in Spanish and English, after the suicide death of a 13-year old student at the school.

MST continues to provide presentations on the MST program in communities across Sonoma County.

Interns from the MST program were then hired by the team after completing their internships.

Petaluma Peer Recovery Project (PPRP) is designed to create a safe place that is populated by fellow mental health consumers and is conducive to recovery. PPRP is currently offering support groups that range from general peer support groups, to relaxation and recreation, to groups on learning and practicing self-therapeutic techniques for recovery. Alongside all other services, PPRP acts as a community resource for both mental health consumers and their loved ones. They offer their experience in the mental health community by directing all those who come through their doors toward the help they seek whether offered by PPRP or by other organizations. PPRP is a program of Goodwill Industries of the Redwood Empire.

Notable Accomplishments: Fiscal year 12/13 was the first year PPRP was a funded program. The Center got further established with two half-time staff, formerly volunteers, in November of 2012. Acclimating as paid employees with set hours and heightened levels of accountability, PPRP staff were trained on Goodwill's Policies and Procedures, including safety trainings and protocols. With a budget, PPRP was able to do more, and were able to buy a number of items for socialization activities, such as musical instruments and art supplies. PPRP also purchased more office supplies and obtained a locking file cabinet for record-keeping. PPRP's first year as a funded program resulted in foundational solidification in many aspects. This foundational work has changed/enhanced perspectives of staff, attendees and the community at large, enabling further solidification and growth.

MENTAL HEALTH SERVICES ACT HOUSING PROGRAM

Mental Health Services Act (MHSA) funds financed the capital costs associated with development, acquisition, construction and/or rehabilitation of permanent supportive housing for individuals with mental illness and their families, especially including homeless individuals with mental illness and their families. All housing money has been expended and housing expenditures have been reported in the previous fiscal year. For purposes of this report, Sonoma County provides a reminder of its housing expenditures.

Completed Sonoma County Housing Projects:

- **Vida Nueva** in Rohnert Park – six permanent supportive housing units dedicated to mental health clients (4 singles and 2 family units). Service partners include St. Joseph's Health Care Systems, and COTS
- **Windsor Redwoods** in Windsor - eight permanent supportive housing units dedicated to mental health clients (6 singles and 2 family units).

- **Fife Creek Commons** in Guerneville - eight permanent supportive housing units dedicated to mental health clients (7 singles and 1 family unit).
- **McMinn Avenue** in Santa Rosa – provides shared permanent supportive housing in a four-plex. Each unit has two private rooms and a secured bathroom. Service partner is Telecare ACT – Sonoma County.

Expenditure Plan for Fiscal Year 2014/2015

A. Overview of FY 2014/2015 MHSA Funded Programs:

Community Services and Supports Programs

The Community Services and Supports component of the plan and budget in FY 14/15 includes MHSA funding of \$11.9 million for the previously approved and implemented programs. Community Services and Supports programs will serve an estimated 9,000 mental health consumers, their family members, and other Sonoma County residents identified as priority populations. **The BHD will be contracting with a number of community partners to provide these services.** Funding will be used for the following services:

Full Service Partnerships (Intensive Treatment Services)	Consumer and Family-Driven Programs	Outreach and Engagement to Increase Access
<ul style="list-style-type: none"> • Family Advocacy Support and Treatment Team for children ages 4-18 • Transition Age Youth Team for youth ages 18-24 • Integrated Recovery Team for adults with co-occurring mental health and substance use disorders • Forensic Assertive Community Treatment Team for adults with mental illness referred through mental health court • Older Adult Intensive Services Team for seniors at risk of out of home placement • Activities to reduce depression and prevent suicide • Activities to decrease stigma and discrimination 	<ul style="list-style-type: none"> • Consumer-Run Self-Help Centers for mental health consumers throughout Sonoma County • Family-Driven Services: provides education, navigation, individually and in groups, to assist and support families of mental health consumers • Consumer Rights and Advocacy Education • Activities to reduce depression and prevent suicide • Activities to decrease stigma and discrimination 	<ul style="list-style-type: none"> • Services targeting identified population who are at high risk: people who are homeless, abuse substances, veterans, people from ethnic and cultural communities, people who are LGBTQQI, people who live in geographically isolated areas, seniors • Improved access to specialty mental health services to priority populations, • Services targeting older adults to decrease isolation • Activities to reduce depression and prevent suicide • Activities to decrease stigma and discrimination

Prevention Programs

The Prevention programs are funded by \$2.4 million in MSHA funds through contracts with over 15 community-based organizations. Prevention programs will serve an estimated 25,000 Sonoma County children, youth, their families, and other adults to provide evidence-based, promising, and/or community informed services needed to prevent mental illness.

Services Targeting Children Birth to Age 5 and their Families

- Education and Support for parents of special needs children
- Identification and treatment of Perinatal Mood Disorder (PMD)
- Case Management to Women with PMD
- Parent Education: Triple P - Positive Parenting Program
- Comprehensive psychological assessments
- Developmental and social-emotional screening for children
- Case management for families with children at risk for developmental and/or social-emotional issues
- Re-screening of Children following services
- Mental Health Services to families with mental health concerns of either the child or the family
- Outcome tracking
- Activities to reduce depression and prevent suicide
- Activities to decrease stigma and discrimination

Services Targeting School Aged Children Ages 5 to 18 years

- Student Assistance Programs – Project SUCCESS Plus (+) for high school youth at 17 high school sites
- Mental health training and education for students, faculty, counselors and parents in a high school setting
- Mental health screening, counseling, training, and education on campuses
- Family and parent engagement programs, in-class support, and teacher training
- Teen support groups
- Activities to reduce depression and prevent suicide

Services Targeting Transition Age Youth Ages 18 to 25

- Organize student outreach
- Utilize on-campus social media interventions to decrease stigma and increase access
- Plan and organize events and fairs
- Mental health training and education for students
- Mental health training for faculty, and other staff training
- Mental health screening and assessment
- Engage students to be peer leaders
- Activities to reduce depression and prevent suicide
- Activities to decrease stigma

Services Targeting the Older Adult Population

- Training of and consultation to ‘gatekeeper’ staff (Meals on Wheels drivers, in-home support staff) to recognize signs of depression and suicide
- Screening for depression
- Case Management for seniors who are experiencing depression
- Phone calls, home visits, referrals
- Counseling
- Activities to reduce depression and prevent suicide

- Activities to decrease stigma and discrimination

and discrimination

- Activities to decrease stigma and discrimination

Services Targeting Communities Who Experience Disparity in Access to Mental Health Services

- LGBTQI youth providing support groups provided throughout
- Sonoma County, community education speaker panels, peer counseling training
- Culturally defined mentoring for youth
- Screening Native American youth for depression and suicide
- Activities to reduce depression and prevent suicide
- Activities to decrease stigma and discrimination
- Enhance mental health service to residents in Sonoma County’s most isolated Redwood Coast across the lifespan; including education via media, evidence based activities and tools used for children and youth, and seniors
- Training and Education for staff that is culturally appropriate
- Activities focused on building protective factors in children and youth in a faith- based setting
- Activities to reduce depression and prevent suicide
- Activities to decrease stigma and discrimination
- Staff and Community training
- Networking activities to services providers focusing on Latinos
- Screening for children at community health centers.
- Culturally defined stress reduction activities
- Development and maintenance of electronic information sharing specifically for Latinos
- Activities to reduce depression and prevent suicide
- Activities to decrease stigma and discrimination

Early Intervention Programs

The County-operated Early Intervention Program Crisis/Assessment/Prevention/Education (CAPE) Team is funded with \$248K in order to prevent mental illness or intervene early at the onset of mental illness.

Services Targeting Transition Age Youth Ages 16-24 At Risk of Experiencing First Onset of Mental Illness

- Crisis response to high schools, Santa Rosa Junior College, and Sonoma State University
- Consultation, screening, and assessment of high risk youth
- Training and Education of students, parents, teachers and other school personnel
- Peer-Based and Family Education and Support Services
- Outreach and Engagement Activities to Students
- Activities to reduce depression and prevent suicide
- Activities to decrease stigma and discrimination

Innovation

Mental Health Services Act requires Innovations component funds to be used for, “novel, creative and/or ingenious mental health practices/approaches that are expected to contribute to learning, which are developed within communities through a process that is inclusive and representative, especially of unserved and underserved individuals.” These innovative programs will serve over 1,600 people in crisis through the Mobile Support Team and an estimated 160 mental health consumers with severe and persistent mental illness will be provided comprehensive and integrated health care. The two previously approved Innovation projects (the Integrated Health Team and the Mobile Support Team) will continue in FY 14/15. The total cost for these two programs is \$3.3 million, with \$1.6 million in MHSA funds and \$1.7 million in non-MHSA funds covering these costs.

Mobile Support Team

- Provides mobile support response with law enforcement for people experiencing a mental health or substance use disorder crisis
- Provides follow-up services to individuals and families, post-crisis

Reducing Disparities Fund Initiative

- The central purpose is to increase access to underserved groups living with, or at risk for, serious mental illness by exploring funding strategies for seeding start ups

Integrated Health Care Team

- Provides integrated primary care co-located at a Behavioral Health community program, in order to meet the physical health care needs of mental health clients
- Out-stations Family Nurse Practitioner from Santa Rosa Community Health Center
- Will integrate peer support on team to support care navigation

Workforce Education and Training

Mental Health Services Act goal of the Workforce, Education, and Training (WET) component is to develop programs and activities that contribute to developing and maintaining a culturally competent workforce, which includes individuals who have client and family member experience, who are capable of providing client and family-driven services that promote wellness, recovery, and resiliency. All the approved projects in this component were implemented in FY 12/13 and are planned to continue in FY 14/15. The total cost for the three projects is about \$1.1 million, with MHSA covering almost all of these costs.

Workforce Education and Training Programs

Post Graduate Internship Program

- Develop competent mental health practitioners who reflect the diversity of Sonoma County by creating real opportunities for qualified candidates to work in a public mental health setting

Consumer Relations Program

- Provide education, training, internships, employment and other opportunities for mental health consumers’ involvement in the public mental health system

Capital Facilities & Information Technology

In FY 12-13, Phase One of the Avatar Software Implementation began. “Go-Live” for the Cal-PM module occurred on July 1, 2013. The remainder of the fiscal year focused on production support, system stabilization and the introduction of functionality to support County mental health billing and clinical practices. During FY14-15, the plan is to complete Phase Two, which will include the full electronic clinical record, e-prescribing and other supporting functionality such as federal or state required changes.

MHSA Plan Budget Narrative FY 14/15

As of FY 12/13, Sonoma County has implemented programs, services, projects and/or activities in each of the original component areas. In FY 14/15, the Plan calls for the continuation of all existing MHSA programs as previously approved. The total costs for the Plan is \$27.8 million with MHSA funds accounting for \$17.7 million and the remaining \$10.1 million in costs being covered by non-MHSA sources (e.g., Medi Cal Federal Financial Participation [FFP] revenues, OAC funding, realignment and/or intergovernmental transfer [IGT] funds). Table One below summarizes the funding by component.

Table One: MHSA Component Funding Summary FY 14/15		
Components	MHSA Funds	Total Costs
Community Services & Supports	\$11,857,533	\$17,575,145
Early Intervention	\$251,790	\$536,636
Prevention	\$2,193,936	\$2,846,597
Innovation	\$1,628,111	\$3,843,746
Workforce Education & Training	\$944,956	\$949,433
Capital Facilities & Technology	\$1,179,350	\$1,179,350
OAC Funded Triage Grant	\$0	\$871,522
TOTAL	\$18,055,676	\$27,802,429

Community Services and Supports

The Community Services and Supports component of the plan and budget in FY 14/15 includes MHSA funding of \$11.9 million for the previously approved and implemented programs. There are no new programs proposed for FY 14/15.

Prevention

The Prevention component is funded by \$2.4 million in MHSA funds that support contracts with over 16 community-based organizations. Table Four summarizes the allocation of these funds.

Early Intervention

The County-operated Crisis/Assessment/Prevention/Education (CAPE) Team is funded with \$250K of these funds with the remaining \$286K covered by non-MHSA funding.

Innovation

The previously approved Innovation projects (the Integrated Health Team, Innovation Team, and the Mobile Support Team) will continue in FY 14/15. The total cost for these three programs is \$3.3 million, with \$1.7 million in MHSA funds and \$1.6 million in non-MHSA funds covering these costs. Table Four provides a funding summary.

Workforce Education and Training

All the approved projects in this component have been implemented in FY 12/13 and are planned to continue in FY 14/15. The total cost for the three projects is about \$950,000, with MHSA covering almost all of these costs. Table Six provides a funding summary for this component.

Capital Facilities & Information Technology

In FY 12-13, Phase One of the Avatar Software Implementation began. "Go-Live" for the Cal-PM module occurred on July 1, 2013. The remainder of the fiscal year focused on production support, system stabilization and the introduction of functionality to support County mental health billing and clinical practices. During FY 14-15, the plan is to complete Phase Two which will include the full electronic clinical record, e-prescribing and other supporting functionality such as federal or state required changes. There will be funding for evaluation services in FY 14/15. The total cost budgeted for FY 14/15 for Capital Facilities and Information Technology is \$1.2 million.

OAC Funded Triage Grant

These non-MHSA funds will be used to increase access to crisis services in Sonoma County by expansion of the Mobile Support Team to serve a larger geographic area, and increasing the number of high schools served by the Crisis Assessment, Prevention and Education (CAPE) Team.

Table Two: Planned MHSA Funding FY 14/15	
Community Services & Supports Approved Programs	Planned Funding
Family Advocacy Stabilization & Support Team (FASST)	\$303,124
Transition Age Youth Program (TAY)	\$557,079
Forensic Assertive Community Treatment Program (FACT)	\$697,452
Integrated Recovery Team (IRT)	\$2,438,359
Older Adult Integrated Services Team (OAIS)	\$1,134,659
Outreach & Engagement	\$5,388,101
General System Development	\$972,123
Sub Total: Programs	\$11,490,897
Plus up to 15% County Administration	\$366,636
Plus up to 10% Operating Reserve	
Sub Total: County Admin/Operating Reserve	
Total MHSA Funding for CSS	\$11,857,533

Table Three: Planned MHSA Funding FY 14/15	
Early Intervention	Planned Funding
CAPE Team	\$219,342
Sub Total: Programs	\$219,342
Plus up to 15% County Administration	\$32,448
Plus up to 10% Operating Reserve	\$
Sub Total: County Admin/Operating Reserve	\$32,448
Total MHSA Funding for Early Intervention	\$ 251,790

Table Four: Planned MHSA Funding FY 14/15	
Prevention	Planned
Approved Programs	Funding
Early Childhood - 0 to 5	\$412,000
School Based	\$755,722
Older Adults - Reducing Depression & Suicide	\$243,387
Reducing Disparities	\$506,074
Statewide PEI Projects	\$30,000
Sub Total: Programs	\$1,947,183
Plus up to 15% County Administration	\$246,753
Plus up to 10% Operating Reserve	0
Sub Total: County Admin/Operating Reserve	\$246,753
Total MHSA Funding for PEI	\$2,193,936

Table Five: Planned MHSA Funding FY 14/15	
Innovation	Planned
Approved Programs	Funding
Integrated Health Team (IHT)	\$980,150
Mobile Support Team (MST)	\$311,632
Innovation (Transportation)	\$336,329
Sub Total: Programs	\$1,628,111
Plus up to 15% County Administration	
Plus up to 10% Operating Reserve	
Sub Total: County Admin/Operating Reserve	
Total MHSA Funding for INN	\$1,628,111

Table Six: Planned MHSA Funding FY 14/15	
Workforce Education & Training Approved Programs	Planned Funding
County Staffing & Services/Supplies Costs	\$564,956
Post Graduate Internship Program	\$160,000
Consumer Operated Programs	\$120,000
Internship Program	\$100,000
Sub Total: Programs	\$944,956
Plus up to 15% County Administration	
Plus up to 10% Operating Reserve	
Sub Total: County Admin/Operating Reserve	
Total MHSA Funding for WET	\$944,956

Table Six: Planned MHSA Funding FY 14/15	
Capital Facilities & Technology Approved Programs	Planned Funding
Avatar Project (Technology)	\$1, 079,350
Evaluation Services	\$100,000
Sub Total: Programs	\$1, 179,350
Plus up to 15% County Administration	
Plus up to 10% Operating Reserve	
Sub Total: County Admin/Operating Reserve	
Total MHSA Funding for Capital Facilities & Technology	\$1, 179, 350

County:

Sonoma

	MHSA Funding					
	CSS	WET	CFTN	PEI	INN	Local Prudent Reserve
A. Estimated FY 2014/15 Funding						
1. Estimated Unspent Funds From Prior Fiscal Years	772,920	12,899	364,192	2,275,028	991,838	
2. Estimated New FY 2014/15 Funding	12,375,000			3,300,000	825,000	
3. Transfer in FY 2014/15						\$0
4. Access Local Prudent Reserve in FY 2014/15						\$0
5. Use of Non MHSA Funds	4,427,225	1,059,434	722,258		1,214,337	\$0
6. Estimated Available Funding for FY 2014/15	\$17,575,145	\$1,072,333	\$1,086,450	\$5,575,028	\$3,349,307	
B. Estimated FY 2014/15 Expenditures	17,575,145	1,072,333	1,086,450	3,353,233	3,349,307	
C. Estimated FY 2014/15 Contingency Funding	\$ -	\$ -	\$0	\$2,221,795	\$ -	

D. Estimated Local Prudent Reserve Balance	
1. Estimated Local Prudent Reserve Balance on June 30, 2014	\$910,635
2. Contributions to the Local Prudent Reserve in FY 2014/15 (interest earned)	\$7,126
3. Distributions from Local Prudent Reserve in FY 2013/14	\$0
4. Estimated Local Prudent Reserve Balance on June 30, 2015	\$917,761



Michael Kennedy, MFT –
Behavioral Health Division Director

Overview of Mental Health Services and MHSA Integrated Planning

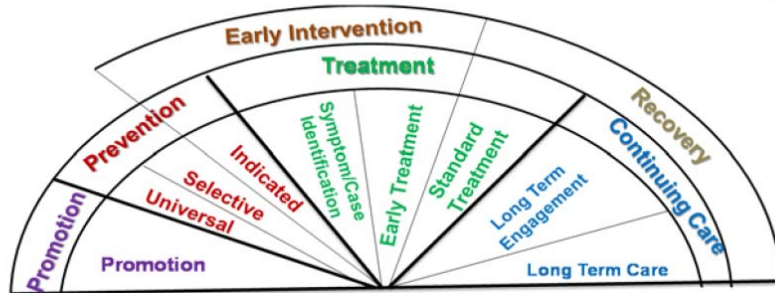
Behavioral Health Services Division

Presented by Amy Faulstich, Mental Health Services Act Coordinator

Agenda

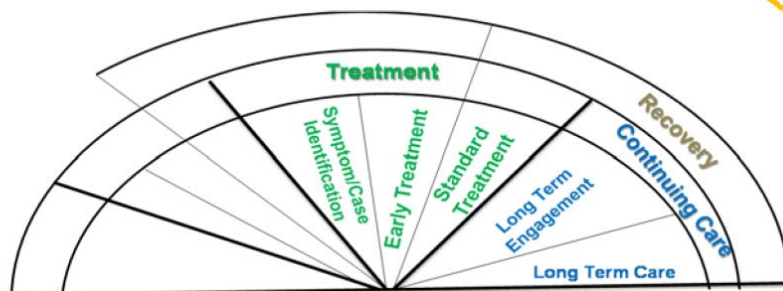
- **History and Overview of Mental Health Services Act**
- **Sonoma County Behavioral Health Division – Mental Health Services Before and Now**
- **Sonoma County’s Mental Health Service System**
 - **Survey**





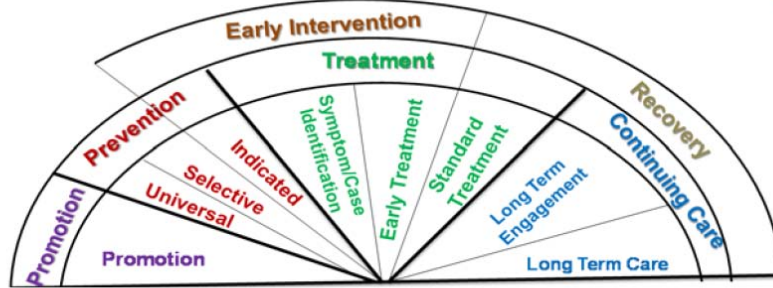
Spectrum of Intervention

Adapted from the following sources: The National Research Council (US) and Institute of Medicine (US) Committee on the Prevention of Mental Disorders and Substance Abuse Among Children, Youth, and Young Adults with further adaptation from Southern Synergy The Southern Health Adult Psychiatry Research, Training and Evaluation Centre - Monash University Medicine, Nursing, and Health Sciences, Victoria Australia



Sonoma County Behavioral Health - Mental Health Services BEFORE Mental Health Services Act





**Sonoma County Behavioral Health supported system of care
AFTER
implementation of Mental Health Services Act**



Sonoma County's Mental Health System of Care



Community Services & Supports (CSS)

- Outreach and Engagement**
- **General System Enhancement**
 - **Full Service Partnerships**



Outreach & Engagement Services

Total Number Served by Community Intervention Program & Contractors: 6,033

Total Number of Contacts: 10,540



Sonoma Overnight Support
The Haven & Brown Buggies



Redwood Gospel Mission

**St. Leo the Great
Resurrection Parish
Our Lady of Mount
Carmel
St. Rose**



VetConnect



Wallace House Shelter
Cloverdale community outreach committee



Samuel L. Jones Hall



Homeless Services Center
sonoma county
DEPARTMENT OF HEALTH SERVICES

Outreach & Engagement Services

Increasing Access to Mental Health

A map of Sonoma County, California, showing various cities and towns. Overlaid on the map are several logos for health and community services:

- AVRMC** (Alta Vista Regional Medical Center)
- WEST COUNTY HEALTH CENTERS** with the tagline "Caring for our communities"
- Alliance MEDICAL CENTER**
- Santa Rosa Community Health Centers** (with a note "SCHC is now")
- Petaluma Health Center**
- Sonoma County Indian Health Project, Inc.**
- Sonoma County DEPARTMENT OF HEALTH SERVICES** logo at the bottom right.

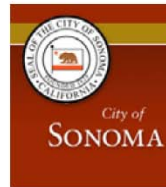
Outreach & Engagement Services

Geographically Isolated Communities

Community Mental Health Centers



Welcome to the City of Petaluma



General Systems Development Mental Health Consumers & Family Members



Our center is a non-profit Mental Health consumer-operated self-help center



Russian River
Empowerment
Center



California's protection and advocacy system



General Systems Development Crisis Intervention Training with Law Enforcement



- Collaboration with Santa Rosa Police Department and Sonoma County Sherriff's Department
- 32 Hours of Training in 4 consecutive days
- Over 350 Law Enforcement Officers Trained since 2007
- Every municipality including Regional Parks has participated in the training



Full Service Partnerships

- ❖ Family Advocacy, Support & Treatment Team
- ❖ Transition Age Youth Team
- ❖ Integrated Recovery Team
- ❖ Forensic Assertive Community Treatment Team
- ❖ Older Adult Intensive Team



- Community & Family Services Agency
- Buckelew Programs, Inc.
- Social Advocates for Youth
- Sunny Hills Services



Housing Program



Fife Creek Commons - Guerneville

McMinn Avenue - Santa Rosa



Vida Nueva – Rohnert Park



Windsor Redwoods - Windsor



Prevention & Early Intervention (PEI)

- Birth to Age Five
- School Based Services
- Transition Age Youth experiencing first onset of mental illness
- Older Adults experiencing depression and at risk for suicide
- Reducing Disparities to ethnic and cultural populations



Children Ages Birth – 5 years

Early Learning Institute



Jewish Family and Children's Services
of San Francisco, the Peninsula, Marin and Sonoma Counties

*Strengthening individuals. Strengthening families.
Strengthening community.*



Petaluma People Services Center



California Parenting Institute

Children Birth to 5	Parents/guardians/care givers	Other family members	Providers
1,860	1,173	188	85



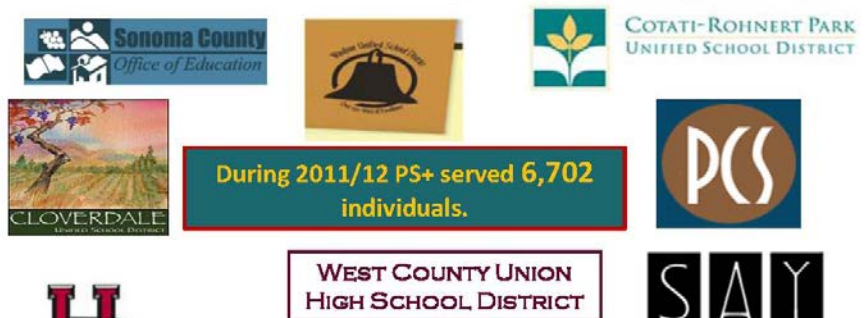
School Based Services Children and Youth ages 5 to 18 years old



	Number of Sessions	Number Served
Parent Education	149	178
Home Visits		
Student Counseling	211	132
Classroom Sessions	29	642



School Based Services Children and Youth ages 5 to 18 years old



During 2011/12 PS+ served 6,702 individuals.



Services Targeting Transition Age Youth At Risk of Experiencing First on-set of Mental Illness



	BEFORE QPR	AFTER QPR
Number reported HIGH	41	216



	BEFORE QPR	AFTER QPR
Degree of knowledge of warning signs of suicide and depression	61	216
Degree of knowledge of how to ask someone about suicide	41	216
Ability to persuade someone to help	40	181
Degree of knowledge of local resources available for help with suicide	31	196



Services Targeting Transition Age Youth At Risk of Experiencing First on-set of Mental Illness – The CAPE Team



Question, Persuade, Refer (QPR) presentation -



Older Adult Collaborative: Reducing Depression and Suicide

Human Services Department
COUNTY OF SONOMA

Services provided this contract year:	
OUTREACH	2,399 seniors offered depression screening.
SCREENING	2,126 seniors were screened for depression
CASE MANAGEMENT	30 seniors completed Healthy IDEAS
ACTIVITY ENGAGEMENT	40 seniors completed activity engagement
MENTAL HEALTH REFERRALS	174 seniors referred for mental health services 322 seniors received home visits 477 seniors received phone contacts 271 seniors received referrals to other community resources
COUNSELING	58 seniors received counseling 370 sessions were provided 368 sessions occurred in the home



Reducing Disparities in Access to Mental Health Services to Historically Un & Underserved Populations



Workforce, Education, and Training (WET)

Diversifying the Mental Health Workforce



Workforce, Education, & Training (WET)



Program One:
Peer Provider -
Independent Living Skills
Rehabilitation Program
Workforce Development



Program Two: Consumer
Relations Program -
Consumer Mental
Health Career Pathways

Program Three:
Post Graduate
Internship Program -
Post-Graduate
Internships and
Supervision



Consumer
Relations
Program



Innovation (INN)

**Novel, Creative and/or Ingenious
Mental Health
Practices/Approaches**



Integrated Health Team



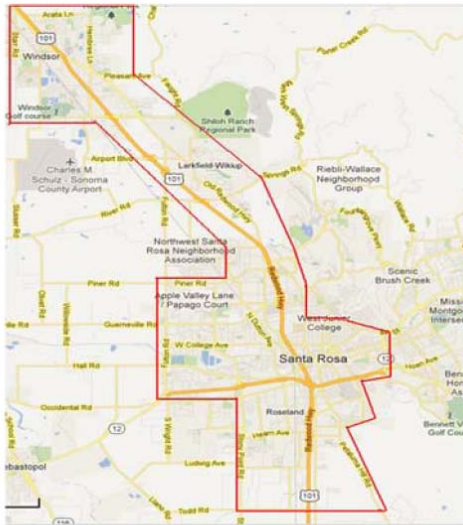


is now

Santa Rosa
Community
Health Centers



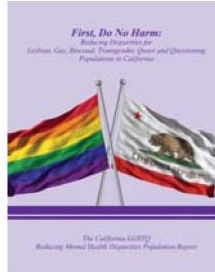
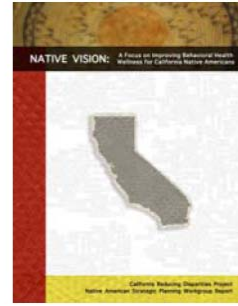
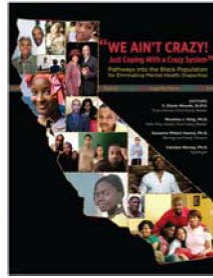
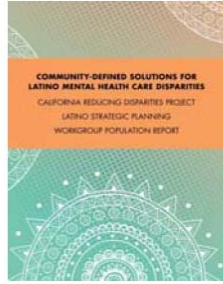
Mobile Support Team



- Mobile Response
- Screening & Assessment
- Linkage and Referral
- Peer-based Follow Up for Consumers and Family Members



Reducing Disparities Funding Project



MHSA Capital Facilities & Information Technology



MHSA Capital Facilities & Information Technology



Regional & Statewide PEI Projects in Sonoma County



WELLNESS • RECOVERY • RESILIENCE



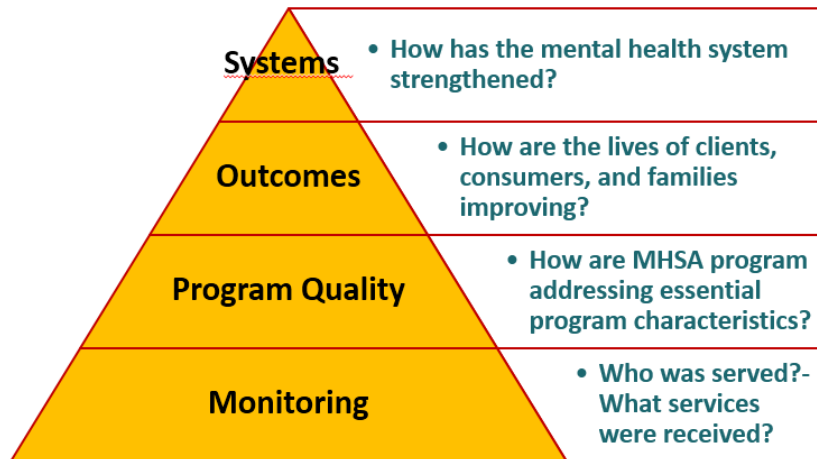
EACH MIND MATTERS
California's Mental Health Movement



Evaluation Framework



Evaluation Framework



Evaluation Highlights

Services are more culturally and linguistically responsive.

Agencies may be helping to reduce some barriers to service.

Families are playing a greater role in agency activities

More MHSA community contractors want trainings on capacity building.

There are slight increases in agencies' ability to access non-MHSA funding.

Agencies are satisfied with BHD's role as a convener and advocate.

More MHSA-funded agencies are collaborating with one another.



Plan 2013/2014

Component	MHSA Funds	Total Cost
Community Services & Supports	\$ 12,398,010	\$ 17,462,439
Prevention & Early Intervention	2,324,627	2,324,627
Innovation	774,876	1,339,806
Sub Total	15,497,513	21,166,771
Workforce Education & Training	934,746	939,657
Capital Facilities & Technology	809,891	1,309,891
Grand Total	\$ 17,242,150	\$ 23,416,319



APPENDIX 2: CalMHSAs Impact Statement

STATEWIDE PREVENTION AND EARLY INTERVENTION PROGRAMS

transforming mental health care in Sonoma County



CalMHSAs statewide Prevention and Early Intervention (PEI) initiatives enhance the ability of counties to meet the mental health needs of their communities through effective and cost-efficient suicide prevention and student mental health programs. Sonoma County's partnership in California's nationally-recognized Stigma and Discrimination Reduction campaign is critical to achieving the transformation of mental health services by communicating to all Californians that help is available and recovery is achievable, thereby removing barriers to seeking help.

In a dynamic policy environment and with the implementation of the Affordable Care Act, the cost-effective delivery of statewide PEI initiatives frees up county resources for community-responsive and innovative local efforts. With participation in this statewide partnership, Sonoma County has invested in California's mental health transformation and in development of breakthrough and culturally relevant best practices that serve the needs of California's diverse communities.

Benefitting all California Counties

- Invest now, save later. Research suggests that for each dollar invested in prevention today, dollars are saved by avoiding suffering, loss of income and lives.
- Achieve economies of scale by purchasing services across counties. Bulk media purchases stretch dollars 35-50% further. Regional county partnerships deliver value in crisis hotline services.
- Prepare counties for Affordable Care Act implementation through Integrated Behavioral Health Care training and technical assistance.
- Create lasting systems change. K-12 educator credential standards now include training to improve early identification of at-risk students.
- Associated Press standards now support accurate reporting on mental health, supporting help-seeking behavior.
- Reduce each county's cost for critical investments, such as culturally adapted training, social marketing, and Stigma and Discrimination Reduction best practices.
- Promote mental health awareness, inclusion and equity for individuals with mental health challenges through a coordinated campaign—Each Mind Matters.

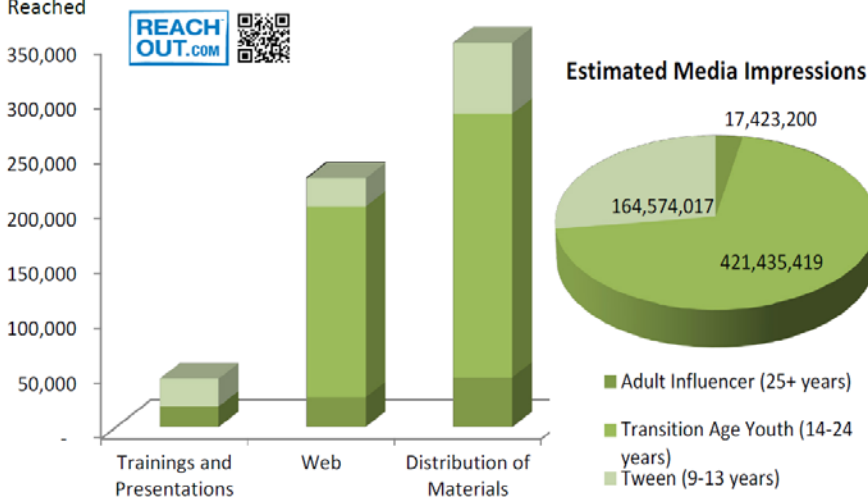
Sonoma County's initial investment in statewide Prevention and Early Intervention is \$417,715 per year over a four year period. This initial investment built and strengthened California's crisis delivery, student mental health, and stigma reduction infrastructure. These capacities can now be sustained at much lower funding levels.

Statewide Impact: January- December 2013

Approximate reach across all CalMHSAs programs:

Individuals	Program/Activity
124,774	Trained and/or educated on prevention strategies
819,881	Reached through crisis and early intervention services, etc.
1,475,713	Reached through informational resources
265,764,543	Views of social marketing campaign materials

Stigma and Discrimination Reduction (SDR) Social Marketing Campaign: Statewide Reach



This campaign includes: Each Mind Matters: California's Mental Health Movement; lifespan-specific campaigns including Walk In Our Shoes (9-13 year olds), ReachOutHere (14-24 year olds), the "A New State of Mind" documentary and Community Dialogues (adults 25+); and targeted campaigns for Latino, African American, Native American, Asian Pacific Islander and LGBTQ communities.

Key Examples of Local Reach in Sonoma County

Prevention and Early Intervention (PEI) Statewide Projects are designed to complement local efforts while building statewide capacity to improve mental health.

Enhanced Local Crisis Response

Suicide Prevention Crisis Centers respond 24/7 to individuals in a mental health crisis. The local crisis center is the North Bay Suicide Prevention Project (855-587-6373). CalMHSA partners with the hotline to enhance local crisis response with: training, outreach and marketing, support to the local suicide prevention committee and Native American community (Sonoma County Indian Health Project-SCIHP). SCIHP held a *Gathering of Native Americans* training focused on youth suicide prevention.

YEAR	2012	2013
CALL VOLUME	1,858	2,091

Based on partial year data, call volume is increasing, in part due to additional outreach and marketing.



Training and Education Investments to Improve Local Response

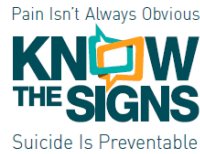
Student Mental Health Partners offered local training in the following areas:

- Pre-K-12 (January-December 2013): Trained 147 participants on wellness and suicide prevention. School demonstration projects are available and have the potential to reach nearly 12,400 students.
- Sonoma State (January - December 2013): Provided Question, Persuade, Refer (QPR) suicide prevention training to 196 community members.
- Santa Rosa Junior College: To date, reached 705 individuals through training on topics such as peer support and mental health awareness.

Prevention and early intervention saves lives and dollars by delivering help before a crisis when it's most effective and less costly.

Identify Warning Signs and Access Help before a Crisis

The Know the Signs Suicide Prevention campaign informs Californians of warning signs, how to talk to someone they are worried about and identify helpful resources.



Pain Isn't Always Obvious Sonoma County residents received this information through: TV (e.g. cable, Univision, **497,000 views**), online (e.g. Hulu, Facebook, **4.4 million views**), magazines (**289,000 views**), resulting in nearly **5.2 million total views** of the campaign materials. During the first 4 months, **over 5,000** residents visited the campaign websites to seek information.

Sonoma County integrated the campaign materials into their outreach to college students.

Directing Change student video contest: a Sonoma County student placed 2nd statewide in the Eliminating Stigma Category. Her mother shared that "Not only did you give... the opportunity to express...the importance of mental health awareness but you motivated students to continue to the good work of advocating for those with mental illness."

Why Statewide? In 2008, state strategic plans were developed for suicide prevention, stigma and discrimination reduction and student mental health. CalMHSA, a Joint Powers Authority, was created by counties in 2009 to implement the PEI Statewide projects efficiently and effectively. These are just a few program highlights; for more information please visit: www.calmhsa.org

Stigma and Discrimination Reduction Partners offered local training in the following areas:

- Speakers' Bureau Grants: Trained 66 speakers and reached 239 individuals to date.
- ReachOutHere Online Forums: 425 local youth sought information and support in English, 198 in Spanish. (BuscaApoyo).
- Walk In Our Shoes school performances reached 64 sixth graders, providing education about mental health challenges.
- Provided technical assistance on integrated behavioral health implementation to Partnership HealthPlan; planning for local Integration Summit.
- Trained 15 youth as *In Our Own Voice* presenters, 13 *Parents and Teachers as Allies* and reached 10 medical providers (NAMI).

APPENDIX 3: Sonoma MHSa Integrated Plan Community Input Survey



COMMUNITY INPUT SURVEY for SONOMA COUNTY BEHAVIORAL HEALTH DIVISION'S (BHD): 3-YEAR INTEGRATED PLAN

We Want To Hear From You

Help us create a plan to provide mental health services for Sonoma County

Thank you for taking the time to share your opinions and ideas for the Sonoma County Mental Health Services Act (MHSA) Three Year Integrated Plan.

In Sonoma County, the MHSA aims to create a local mental health system that focuses on wellness and recovery, is consumer, client and family member driven, promotes a vision in which recovery is possible, and delivers culturally responsive and linguistically appropriate services.



WELLNESS • RECOVERY • RESILIENCE

The Behavioral Health Division is undertaking an integrated planning process to strengthen and enhance existing MHSA services. We need your input on current services offered and underserved populations living with mental health challenges.

We also need your feedback on new ideas for expanded services that could be provided in the future, as well as your ideas of new and/or expanded services you would like to see supported by the MHSA funds in Sonoma County.

The survey should take no longer than 3 – 5 minutes to complete. **All sections of the survey are anonymous.** Thank you for your time, and we look forward to hearing from you.

HOW DO I RETURN A COMPLETED SURVEY?

You may return a completed survey the following ways:

Scan and Email to:

Karrie Tam

ktam@harderco.com

Fax: 415-522-5445

Mail:

Karrie Tam

Research Associate

Harder+Company Community Research

299 Kansas Street

San Francisco, CA 94103



2014 SONOMA COUNTY BEHAVIORAL HEALTH DIVISION (BHD): INTEGRATED PLANNING COMMUNITY INPUT SURVEY

INTRODUCTION

In Sonoma County, the Mental Health Services Act (MHSA) aims to create a local mental health system that focuses on wellness and recovery, is consumer, client and family member driven, promotes a vision in which recovery is possible, and delivers culturally responsive and linguistically appropriate services. The Behavioral Health Division is undertaking an integrated planning process to strengthen and enhance existing MHSA services. As part of the process, we are gathering ideas from community stakeholders to continue our efforts to transform the Sonoma County mental health system. Thank you for your ideas.

1. Based on your experience, what services offered through MHSA funding are most helpful?

- Consumer-operated services
- Crisis response services
- Early Childhood Mental Health services (0 – 5)
- Family support services
- Housing programs
- Mental Health Services for Transitional Age Youth (TAY)
- Mental health services targeting underserved cultural populations
- Outreach and engagement activities to geographically isolated communities
- Outreach and engagement to Older Adults
- Partnership with school programs
- Treatment for people living with Serious and Persistent Mental Illness
- Youth leadership and mentoring programs
- Other (specify)

2. Which underserved population(s) living with mental health challenges do you believe have the greatest need for mental health prevention and early intervention services in Sonoma County? (check all that apply):

Underserved populations	Greatest need	Some need	Least need
African American/Black	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asian/Pacific Islander	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Foster youth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Geographically isolated individuals with mental health issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hispanic/Latino	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Individuals living with co-occurring substance use disorders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LGBTQ	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Native American	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Older Adults (60+)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transitional age youth (16 – 24 years of age)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Veterans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Listed below are expanded services that could be provided in the future to persons of all ages with mental health challenges. Please rate the services that you consider are the most or least important to provide: (check all that apply)

Services	Very Important	Important	Not Important	Don't Know
Develop a consumer-operated warm line ➤ <i>A direct phone line for individuals who need support and may be isolated that is also staffed by those who have had mental health challenges and achieved success with their own mental health recovery</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expand mental health services to additional high schools ➤ <i>Expand mental health training and education for students, faculty, counselors and parents in a high school setting</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expand mobile support team into additional communities ➤ <i>Expand the Mobile Support Team (MST), which is staffed by licensed mental health clinicians, certified substance abuse specialists, and post-graduate registered interns, mental health consumers and family members. MST staff participates in law enforcement shift briefings to maintain open communication and responds in the field to law enforcement requests to behavioral health crisis</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hire consumers to be employed by Sonoma County Behavioral Health ➤ <i>Recruit and hire individuals at Sonoma County Behavioral Health who have had mental health challenges and achieved success with their own mental health recovery</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increase bilingual/bicultural services ➤ <i>Increase bilingual/bicultural mental health services offered</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Strengthen homeless outreach ➤ <i>Strengthen outreach to ensure individuals with mental health challenges who are homeless are connected to services</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Strengthen support services to family members ➤ <i>Strengthen mental health support services such as workshops, support groups, one-on-one education, and resource clinics to family members</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Support college-level mental health peer programs ➤ <i>Support preventive mental health peer programs and services in a college setting</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Support public education campaigns (e.g. Know the Signs, Each Mind Matters, SanaMente) ➤ Support public education campaigns focused on mental health advocacy, such as Each Mind Matters (http://www.eachmindmatters.org), Know the Signs (http://www.suicideispreventable.org), and SanaMente (http://www.eachmindmatters.org/get-informed/sobre-sanamente)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Support the suicide prevention hotline ➤ Support the Sonoma County suicide prevention hotline which provides local resources in addition to crisis support	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. **What are your ideas of new and/or expanded services you would like to see supported by the Mental Health Services Act (MHSA) funds in Sonoma County?**

DEMOGRAPHICS	
<p>5. What is your age?</p> <p><input type="checkbox"/> 15 and younger</p> <p><input type="checkbox"/> 16 – 24</p> <p><input type="checkbox"/> 25 – 44</p> <p><input type="checkbox"/> 45 – 59</p> <p><input type="checkbox"/> 60+</p> <p><input type="checkbox"/> Decline to answer</p>	<p>6. What geographic area in Sonoma County do you represent (live and/or work)? Check all that apply:</p> <p><input type="checkbox"/> North: Asti, Cloverdale, Geyserville, Healdsburg, Las Lomas, Windsor</p> <p><input type="checkbox"/> Russian River/West County: Camp Meeker, Cazadero, Cunningham, Duncans Mills, Forestville, Freestone, Graton, Guerneville, Guerneville Park, Mirabel Park, Monte Rio, Occidental, Rio Nido, Russian River, Sebastopol, Villa Grande</p> <p><input type="checkbox"/> Sonoma Coast: Annapolis, Bodega, Bodega Bay, Fort Ross, Gualala, Jenner, Plantation, Sea Ranch, Stewarts Point, Timber Cove, Valley Ford</p> <p><input type="checkbox"/> Sonoma County Central: Bloomfield, Cotati, Fulton, Lakeville, Penngrove, Petaluma, Petaluma River, Rohnert Park, Santa Rosa, Two Rock</p> <p><input type="checkbox"/> Sonoma Valley: Agua Caliente, Boyes Hot Springs, El Verano, Eldridge, Feters Hot Springs, Glen Ellen, Kenwood, Schellville, Sonoma, Vineburg</p> <p><input type="checkbox"/> Countywide</p>
<p>7. What is your gender?</p> <p><input type="checkbox"/> Female</p> <p><input type="checkbox"/> Male</p> <p><input type="checkbox"/> Transgender</p> <p><input type="checkbox"/> Decline to answer</p>	<p>8. Which of the following groups do you represent (check all that apply):</p> <p><input type="checkbox"/> Community agency/nonprofit staff</p> <p><input type="checkbox"/> Consumer/client of mental health services</p> <p><input type="checkbox"/> County of Sonoma staff</p> <p><input type="checkbox"/> Family member of a mental health services consumer under age 18</p> <p><input type="checkbox"/> Family member of an adult mental health services consumer</p>

	<input type="checkbox"/> Interested community member <input type="checkbox"/> Mental health services provider <input type="checkbox"/> Representative of law enforcement <input type="checkbox"/> Student <input type="checkbox"/> Other (specify) <input type="checkbox"/> Decline to answer
<p>9. What do you consider your ethnic background? (check all that apply)</p> <input type="checkbox"/> African American/Black <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Native American/Alaska Native <input type="checkbox"/> White/Caucasian <input type="checkbox"/> Other (specify) <input type="checkbox"/> Decline to answer	

END OF SURVEY

Thank you very much for your time. Your feedback is valuable to the Behavioral Health Division. For any questions about this survey, please contact Karrie Tam, Research Associate at Harder+Company Community Research (email: ktam@harderco.com; phone: (415) 522-5400). Please feel free to leave any final comments you may have.

APPENDIX 4: Definitions for Spectrum of Intervention Phases and Categories

Early Intervention - refers to interventions targeting people displaying the early signs and symptoms of a health problem or disorder and people developing or experiencing a first episode of disorders. It is the early identification of people with emerging signs and symptoms to enable timely, effective and appropriate treatment to prevent illness as far as possible and reduce disability.

Recovery – refers to the unique and personal process of developing attitudes, values, feelings, goals, skills and/or roles that enable a satisfying, hopeful and contributing life. Recovery is both a process and an outcome and is essential for promoting hope, well being, and a valued sense of self-determination. A recovery orientation emphasizes the development of new meaning and purpose for consumers, and the ability to pursue personal goals.

Promotion – any action taken to maximize mental health and well being among populations and individuals. It aims to protect, support and sustain emotional and social wellbeing of the population by promoting the factors that enhance mental health. It is relevant across the continuum of care and entire spectrum of interventions.

Prevention – “interventions that occur before the initial onset of a disorder” to prevent the development of disorder. The prevention of health problems and disorders relies on reducing the risk factors for disorders as well as enhancing the protective factors that promote health.

Treatment – Treatment is made up of early intervention in the form of symptom identification and proactive case identification for the first episodes of disorder, as well as case identification more generally, along with standard treatment for diagnosed disorders.

Continuing Care – comprises interventions for individuals whose disorders continue or recur. The aim is to provide optimal treatment and the necessary rehabilitation and support in order to prevent relapse or the recurrence of symptoms, and to maintain optimal functioning to promote recovery. Ongoing health promotion, the reduction of risk factors and enhancement of protective factors are still relevant at this end of the spectrum.

Universal Prevention Interventions – are directed at whole populations that have not been identified on the basis of risk, and are aimed at improving the overall mental health of a population. Examples include programs to build community connectedness in local neighborhoods, and education programs to prevent bullying in schools.

Selective Prevention Interventions – focus on population groups and individuals at higher risk of health problems and disorders, and aim to reduce the risks to the targeted population. Examples include positive parenting programs for disadvantaged families, and social support programs to prevent depression for older people in residential care.

Indicated Prevention Interventions - aimed at population groups and individuals at high risk of the onset of a disorder, who have the early signs and symptoms foreshadowing health problems and disorders but who do not currently meet the formal criteria for diagnosis of a disorder. Examples include

programs for children with behavior problems that are an early warning sign of a conduct disorder and intervention programs for young people who are feeling and behaving in ways that are an early warning sign for psychosis.

Symptom or case identification - results in the identification and diagnosis of individuals in clinical settings or clinical outreach. Early and reliable recognition of disorder is the primary goal of symptom / case identification. Activities include screening of referrals, triage and initial assessment.

Early treatment -aims to provide the timeliest and effective treatment to achieve the fullest possible recovery in the early stages of a diagnosed disorder.

Standard treatment -involves the application of effective, evidence based treatments for individuals with diagnosed disorders, including cognitive and pharmacological therapies.

Long-term Engagement -with longer term treatment and support may focus on vocational, educational, social and cognitive functioning. Relapse prevention is a critical issues and refers to interventions in response to the early signs of recurring disorder or deterioration for people who have already experienced a disorder

Long-term care -encompasses a range of programs that assist people with serious disorders who have care and support needs resulting from high levels of ongoing disability.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 50
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan Klassen, (707) 565-2231

Supervisorial District(s):

Fourth

Title: Alexander Valley Road (#9902) Parking Restrictions- First Read

Recommended Actions:

Adopt a resolution introducing and waiving first reading of an ordinance prohibiting parking on Alexander Valley Road (#9902) beginning at the westerly end of the Jim Town Bridge and extending in a westerly direction along the southerly side of the road for a distance of 900 feet (PM 12.46 to PM 12.63).

Executive Summary:

The Department of Transportation and Public Works (TPW) received a request to prohibit parking along the southerly side of Alexander Valley Road west of the bridge over the Russian River. On August 23, 2005, the Board previously evaluated and approved a similar ordinance (#5593) prohibiting parking along the northerly side of the road with the intent on reducing the number of potential vehicle-pedestrian conflicts between westbound motorists and pedestrians accessing the river. Pedestrians are now accessing the river by parking along the southerly side of Alexander Valley Road, and the potential for vehicle-pedestrian conflicts continues to be an issue. Establishing a no parking zone should significantly reduce the number of pedestrians crossing the road at this location. In evaluating the road shoulder conditions and river access points, staff believes this will address all of the potential issues.

Prior Board Actions:

August 23, 2005: Board adopted Ordinance #5593 prohibiting parking on the north side of Alexander Valley Road.

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

By prohibiting parking at this location, we are reducing the potential for collisions involving vehicles and pedestrians.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

Appropriations are available in the Road Maintenance operating budget for installation of the signs.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Location Map; Ordinance; Resolution

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

None.



County of Sonoma
State of California

Date: June 24, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, introducing, reading the title of, and waiving further reading of an ordinance of the County of Sonoma prohibiting parking on portions of Alexander Valley Road (#9902).

Whereas, a proposed ordinance prohibiting parking on Alexander Valley Road (#9902) beginning at the westerly end of the Jim Town Bridge and extending in a westerly direction along the southerly side of the road for a distance of 900 feet (PM 12.46 to PM 12.63) has been introduced and the title read;

Now, Therefore, Be It Resolved that further reading of the ordinance is waived.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

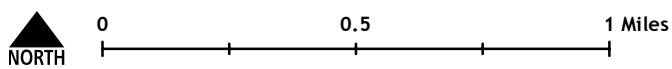
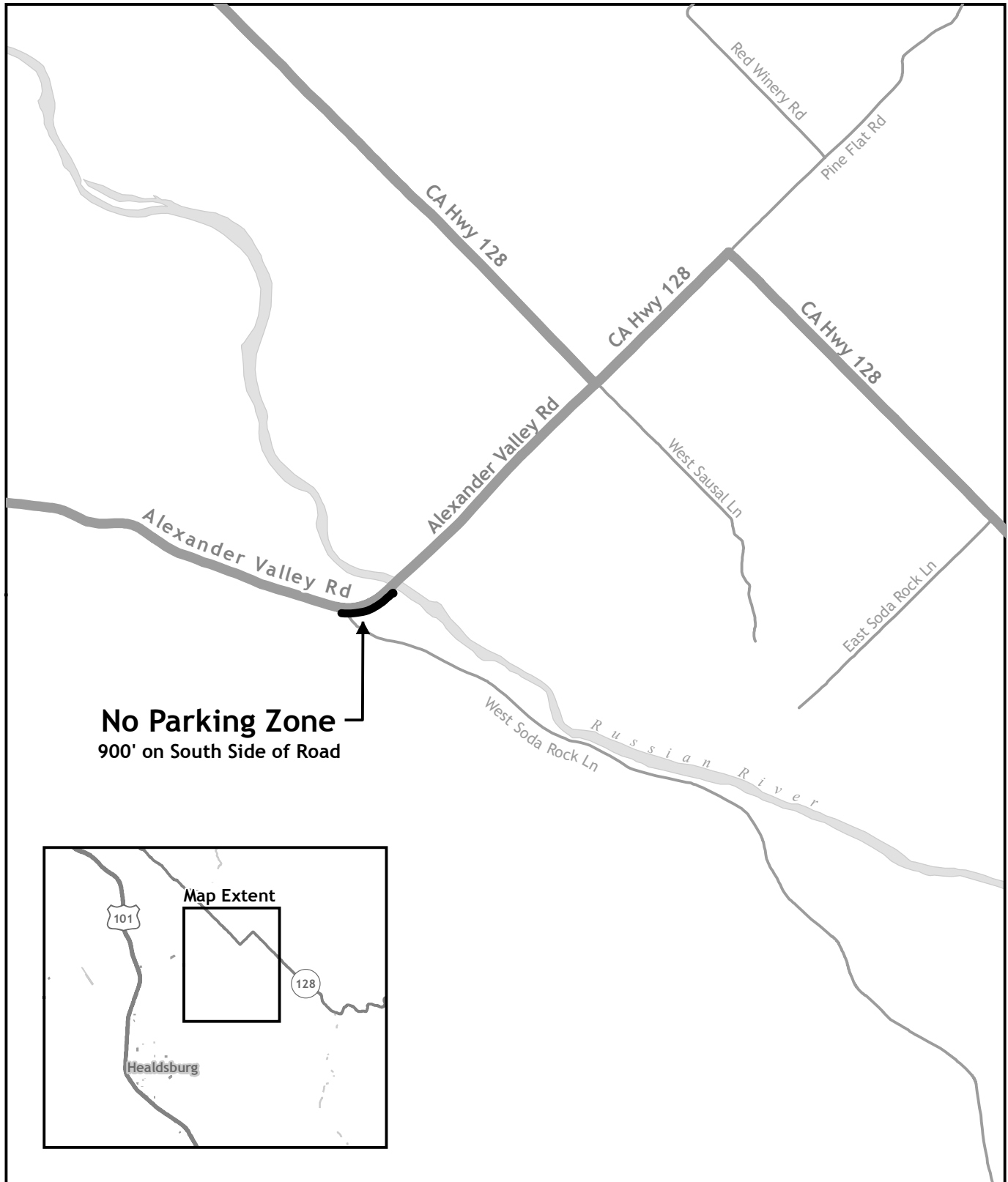
Absent:

Abstain:

So Ordered.

Location Map

Alexander Valley Road - No Parking Ordinance



ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ESTABLISHING PARKING RESTRICTIONS ON ALEXANDER VALLEY ROAD.

THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION I:

Subsection 553 is hereby added to Section VII of Sonoma County Ordinance No. 2300 (said Section establishes No Parking zones) to read:

Alexander Valley Road (#9902) beginning at the westerly end of the Jim Town Bridge and extending in a westerly direction along the southerly side of the road for a distance of 900 feet (PM 12.46 to PM 12.63).

SECTION II:

This Ordinance shall be, and the same is hereby declared to be in full force and effect from and after thirty days after its passage, and shall be published once before the expiration of fifteen days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the ___ day of ____, 201_, and finally passed and adopted this ___ day of _____, 201_, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin _____ Zane _____ McGuire _____ Carrillo _____ Rabbitt _____

Ayes _____ Noes _____ Abstain _____ Absent _____

SO ORDERED.

By: _____
Chairman, Board of Supervisors
County of Sonoma, State of California

ATTEST:
By: _____
County Clerk and Ex-officio Clerk of the
Board of Supervisors of said County



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 51
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 24, 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):

First

Title: East Napa Street Parking Restrictions – First Read (#5506).

Recommended Actions:

Adopt a resolution introducing and waiving first reading of an ordinance establishing a No Parking zone on East Napa Street (#5506) at its intersection with Eighth Street East in Sonoma.

Executive Summary:

The Transportation and Public Works Department (TPW) is recommending establishing a no parking zone on East Napa Street (#5506) at the intersection of Eighth Street East to enhance traffic safety. This intersection is only stop controlled for northbound traffic on Eighth Street East, while cross traffic along East Napa Street does not stop. Historically, vehicles have parked along the shoulders at the northwest and southeast corners of the intersection. Recent improvements include a widened shoulder on the southwest corner of the intersection to improve sight distance at the intersection in addition to the driveway for a new Regional Parks parking lot that was constructed to support the future Sonoma-Schellville Trail. The parking lot is currently closed to the public; however, the additional shoulder width has resulted in an increased number of parked cars obstructing the view of oncoming traffic for a vehicle that is stopped on Eighth Street East and for those exiting the new parking lot in the future. The prohibition of parking along the southerly side of East Napa Street in the vicinity of the intersection will allow traffic stopped on Eighth Street East and the parking lot driveway to have a clear view of traffic approaching from the west.

Prior Board Actions:

No Prior Board Actions

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

Restricting parking along the roadway will help ensure visibility for drivers stopped on Eighth Street East.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 450		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 450
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 450	Total Sources	\$ 450

Narrative Explanation of Fiscal Impacts (If Required):

Funds are available for this installation in the Road Maintenance Budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

1. Location Map
2. Resolution
3. Ordinance

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

None.



County of Sonoma
State of California

Date: June 24, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
introducing, reading the title of, and waiving further reading of an ordinance of the County of
Sonoma establishing parking restrictions along a portion of East Napa Street (#5506).

Whereas, a proposed ordinance establishing parking restrictions along a portion of East
Napa Street has been introduced and the title read;

Now, Therefore, Be It Resolved that further reading of the ordinance is waived.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

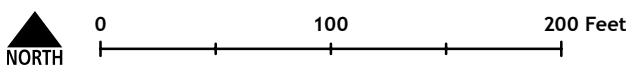
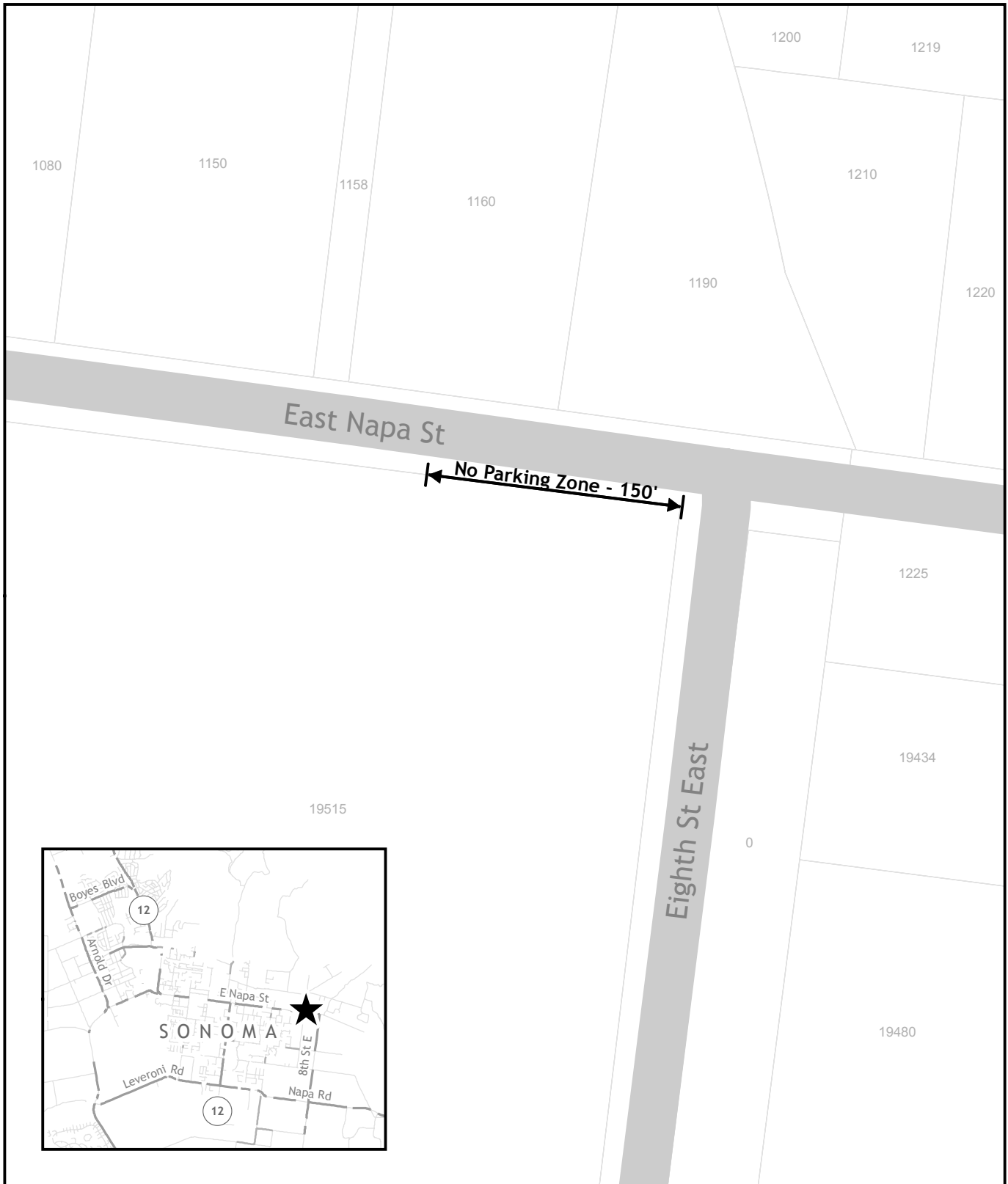
Absent:

Abstain:

So Ordered.

Location Map

East Napa Street - No Parking Ordinance



ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ESTABLISHING PARKING RESTRICTIONS ON EAST NAPA STREET.

THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION I:

Subsection 549 is hereby added to Section VII of Sonoma County Ordinance No. 2300 (said Section establishes No Parking zones) to read:

East Napa Street (#5506) beginning at the centerline of Eighth Street East (#5502) and extending in a westerly direction along the southerly side of the road for a distance of 150 feet, postmiles 10.61 to 10.64.

SECTION II:

This Ordinance shall be, and the same is hereby declared to be in full force and effect from and after thirty days after its passage, and shall be published once before the expiration of fifteen days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the ___ day of _____, 2014, and finally passed and adopted this ___ day of _____, 2014, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin _____ Zane _____ McGuire _____ Carrillo _____ Rabbitt _____

Ayes _____ Noes _____ Abstain _____ Absent _____

SO ORDERED.

By: _____
Chairman, Board of Supervisors
County of Sonoma, State of California

ATTEST:

By: _____
County Clerk and Ex-officio Clerk of the
Board of Supervisors of said County



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 52
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Michael Gossman, 521-6207

Supervisorial District(s):

All Districts

Title: Water Agency Appointment of Retiree Extra-Help

Recommended Actions:

Pursuant to Government Code § 7522.56 approve the appointment of Rolland Domer as a Senior Network Analyst (Retiree Extra Help) in order to fill a critically needed position within 180 days of his retirement, with an appointment date as early as August 9, 2014.

Executive Summary:

Pursuant to the California Public Employees' Pension Reform Act (PEPRA), Government Code §7522.56, an exception can be made to reappoint a retiree as extra-help provided the governing body certifies that the appointment is necessary to fill a critically needed position, in those circumstances where 180 days from the date of retirement has not yet passed. This approval must be in a noticed public meeting and not on a consent calendar. PEPRA includes other requirements in order for a retiree to be eligible for an Extra-Help appointment, such as not having accepted a retirement incentive and not having accepted unemployment arising out of prior public appointment. The individual and delegated department staff have completed the Retiree Extra-Help Compliance Form certifying the appropriateness of the appointment.

Rolland Domer retired on June 10, 2014 as a Water Agency Senior Network Analyst. Mr. Domer is currently the primary contact for the Water Agency's legacy Supervisory Control and Data Acquisition (SCADA) computing platforms. His continued involvement is critical while these platforms are updated and staff is brought up to speed. Additional, updates are planned for the system, for which only Mr. Domer has expertise and it is critical to have him available for these system improvements and updates to ensure a smooth transition and implementation. The position is currently in the recruitment process and Mr. Domer's services will be a great benefit in training the new hire which is anticipated to be made in the next few months, pending a successful recruitment. He possesses SCADA utility programming experience and expertise, and has in-depth knowledge of the legacy systems. It is critical that the Water Agency has this resource; there is no other existing staff who has the necessary skills and experience. Mr. Domer's experience will facilitate the timely update of this project.

The Water Agency has consulted with the Human Resources Department which is supportive of the recommend action.

In accordance with Government Code section 7422.56, the Water Agency is asking the Board certify as follows:

1. Mr. Domer’s appointment to Water Agency Senior Network Analyst is necessary to fill a critically needed position within 180 days of his retirement date;
2. Mr. Domer did not accept retirement incentive upon his retirement; and
3. Mr. Domer’s appointment shall not exceed 960 hours per fiscal year.

If the Board of Directors makes the foregoing certifications, Mr. Domer will be hired as a Water Agency Senior Network Analyst Retiree Extra Help.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 3: Invest in the Future

The Water Agency Strategic Plan: Goal 1; Strategy 4 Integrate Water Agency Data Systems.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 45,000	Water Agency Gen Fund	\$ 45,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 45,000	Total Sources	\$ 45,000

Narrative Explanation of Fiscal Impacts (If Required):

Funding for this work has been included in the FY 14/15 budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

None.

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

None.

db\\S:\CL\Agenda\personnel\06-24-2014 WA Senior Network Analyst_summ.docm

Personnel



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 53
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, 565-7876

Supervisorial District(s):

Countywide

Title: Health Services Appointment of Supervising Accountant Retiree Extra-Help

Recommended Actions:

Pursuant to Government Code §7522.56, approve the appointment of Ms. Erica Palazzo, who possesses critical skills related to closing of the fiscal year and launch of the Enterprise Financial System, as a Supervising Accountant Retiree Extra-Help in order to fill critically needed position within 180 days of her retirement, with an appointment date as early as June 25, 2014.

Executive Summary:

Pursuant to the California Public Employees' Pension Reform Act (PEPRA), Government Code §7522.56, an exception can be made to reappoint a retiree as extra-help provided the governing body certifies that the appointment is necessary to fill a critically needed position, in those circumstances where 180 days from the date of retirement has not yet passed. This approval must be in a noticed public meeting and not on a consent calendar. PEPRA includes other requirements in order for a retiree to be eligible for an Extra-Help appointment, such as not having accepted a retirement incentive and not having accepted unemployment arising out of prior public appointment. The individual and delegated department staff have completed the Retiree Extra-Help Compliance Form certifying the appropriateness of the appointment.

Erica Palazzo, Supervising Accountant, retired on June 10, 2014. She had been employed with Sonoma County Department of Health Services, Administration's Fiscal Unit, since November 20, 2001 and has been a 40-hour a week Supervising Accountant for 9 years. She's very familiar with the entire system, the Department's various programs, as well as the people involved. The retirement of Ms. Palazzo has resulted in only 1.0 full-time permanent Supervising Accountant to provide accounting oversight and financial services to Department's three divisions: Public Health, Behavioral Health and Health Policy Planning & Evaluation, and the Administration Unit. This creates a burden on staff to meet deadlines related to the closing of fiscal year and implementation of the new Enterprise Financial System, as well as providing oversight of general accounting and supervision of professional, technical and clerical staff that exceeds available staff resources. The appointment to return Ms. Palazzo as an extra-help employee is critical to fiscal activities related to closing of the fiscal year, as well as the launching of the

Enterprise Financial System.

The Department expected to fill the Supervising Accountant position promptly, however, an appropriate candidate has not been hired yet. The Department is in the process of filling Ms. Palazzo’s vacancy and anticipates final selection and onboarding by the end of July. With the goal of completing required fiscal reports in a timely manner and ensuring smooth transition during the implementation of the Enterprise Financial System, the Department would like to utilize Ms. Palazzo’s nine years of experience as a Supervising Accountant with the Department of Health Services and have her continue to work as an extra-help Supervising Accountant until the new Supervising Accountant is hired and trained.

The Department has consulted with the Human Resources Department which is supportive of the recommended action.

In accordance with Government Code Section 7522.56, the Department of Health Services requests the Board certify as follows:

- Ms. Palazzo’s appointment to Supervising Accountant is necessary to fill a critically needed position within 180 days of her retirement date.
- Ms. Palazzo did not accept retirement incentive upon her retirement.
- Ms. Palazzo’s appointment shall not exceed 960 hours per fiscal year.

Providing the Board of Supervisors makes the foregoing certifications, Ms. Palazzo will be hired as early as June 25, 2014 as a Supervising Account Retiree Extra-Help. It is anticipated that Ms. Palazzo’s will work approximately 15 hours per week, for a six to eight week period, but no more than 960 hours in a fiscal year.

Prior Board Actions:

None

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The certification of this request will allow the Department of Health Services to continue to provide core services within the Department’s Fiscal Unit thereby supporting the divisions that provide various services to the community.

Fiscal Summary - FY 14-15

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):

Supervising Accountant Retiree Extra-Help expenditures will be offset by salary savings. Expenditure estimates for 6-8 weeks are \$3,562 - \$4,749. Estimated salary savings are \$12,873 for one month of the Supervising Accountant's vacancy.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Supervising Accountant - Extra-Help	\$6,107 - \$7,423		

Narrative Explanation of Staffing Impacts (If Required):

This is a Retiree Extra-Help appointment; no permanent allocations are being added.

Attachments:

None

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

None



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): BOS

Staff Name and Phone Number:

Supervisor Efren Carrillo 565-2241

Supervisorial District(s):

Fifth

Title: Fee Waiver

Recommended Actions:

Approve fee waiver in the amount of \$1675 for permit fees associated with Lifeschool's event on August 9, 2014. (Fifth District)

Executive Summary:

Lifeschool, a non-profit organization with the mission of exposing children to wilderness activities with an emphasis on reflective learning about the nature and science, relies on community support to subsidize student participation.

Prior Board Actions:

None.

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

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 1675	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$ 1675
	\$		\$
Total Expenditure	\$ 1675	Total Sources	\$ 1675

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:			
Fee Waiver Application			
Related Items “On File” with the Clerk of the Board:			
None.			

Lifeschool's 15th Anniversary Celebration Event & Fundraiser

Event Title: American Roots Music Festival

Event Date: Saturday, August 9, 2014 2PM – 10PM

Event Location: 16951 Bodega Highway, Bodega, CA 94922.

Location Description: The 2.4 acre property at 16951 Bodega Highway is located in rural 'cow pasture' region of Bodega. The property is co-owned and serves as the primary residence the Executive Director of Lifeschool, Jim Nevill. There is a historic main house, a barn, granny unit and storage shed on the property. The event will be held on the 2 acre mowed field and parking will be on the immediate neighboring property owned by Gary and Vikki Watts (location of the Bodega Seafood Art & Wine Festival).

Event History: This will be the second event being held at this location, the first was the 10 year anniversary of Lifeschool and we acquired PRMD permit #: ZPE09-0119 to host that event. There was no undesirable issues with the previous event held in summer 2009.

Event Description: The American Roots Music Festival will draw between 300 & 400 people, we hope. We are planning on having a drug free, all day acoustic music festival with a jumpy house, evening campfire/smores, 'sleeping bag' outdoor evening movie, and as many as 5 live bands - bluegrass and Americana genre. The overall theme will be a family friendly acoustic music event, to celebrate the 3000+ students Lifeschool has lead on outdoor adventures since 1999.

We have confirmed three local longtime supporters of Lifeschool- Lagunitas will be donating the beer and pouring in the beer garden, Whole Foods is donating the food and local, grass fed meat and 95.9FM KRSH will be helping with promoting the event. We intend to earn money to provide scholarships to lower income youth in Sonoma County from the sale of beer and food, and soliciting donations from our silent auction.

Contact: Jim Nevill, Executive Director of Lifeschool, 707-876-3071. JNevill@GoAdventure.org

SUBMIT TO:
 Board of Supervisors
 575 Administration Dr, Ste 100A
 Santa Rosa, CA 95403

COUNTY OF SONOMA

For Board of Supervisors Use Only

Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Jim C Nevill
First Middle Last

Mailing Address: PO Box 134 Bodega CA 94922
Number, Street, Apt/Suite City State Zip

Phone: (707) 876 - 3071 Email: JNevill@GoAdventure.org
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Lifeschool

Mailing Address: PO Box 134 Bodega CA 94922
Number, Street, Apt/Suite City State Zip

Phone: (707) 876 - 3071 Email: Info@GoAdventure.org
Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	Mike McGuire District 4	Efren Carrillo District 5
Entity or organization location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Project/activity/event location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
District office to receive request (select only one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

- City
 Special District
 Other Local Government
 School
 Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: One Time Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
PRMD	Special Event Permit Fee	\$1,675.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
/ /		N/A	
/ /			
/ /			
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

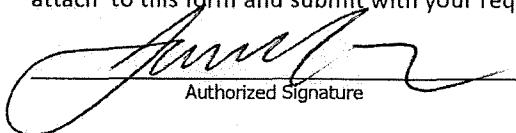
- Property Tax
 Sales Tax
 Special Assessment

 User Fees

Other (please specify): None

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.


 Authorized Signature
 6 / 6 / 2014
 Date

Executive Director
 Title



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.



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 24, 2014

Vote Requirement: Majority

Department or Agency Name(s): BOS

Staff Name and Phone Number:

Supervisor Efren Carrillo 565-2241

Supervisorial District(s):

Fifth

Title: Fee Waiver

Recommended Actions:

Approve Board Sponsorship in the amount of \$3406 for share of cost for facilitation services relating to the status of the Burbank Housing Sea Ranch Apartments. (Fifth District)

Executive Summary:

Last Fall, the Community Development Commission, PRMD, and Supervisor Carrillo participated in a series of meetings with Burbank Housing Corporation and The Sea Ranch Association to negotiate an agreement for the process for separation of the Burbank Housing Sea Ranch Apartments from the Sea Ranch Association due to the operation losses of the affordable housing project.

The attached letter and invoices reflect a total fee of \$10,219, with the County's share being 1/3 of the fee or \$3406.

Prior Board Actions:

None.

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

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 3406	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$ 3406
	\$		\$
Total Expenditure	\$ 3406	Total Sources	\$ 3406

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):

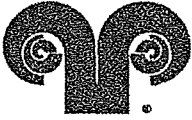
None.

Attachments:

Fee Waiver Application

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

None.



The Sea Ranch Association

975 Annapolis Road
P.O. Box 16
The Sea Ranch, CA 95497-0016

Administration

tel: 707-785-2444
fax: 707-785-3555

December 18, 2013

Kathleen Kane
Executive Director
Sonoma County Community
Development Commission
1440 Guerneville Road
Santa Rosa, CA 95403

Re: Facilitation Services – Sea Ranch Apartments Separation

Dear Kathleen:

As you know, The Sea Ranch Association (TSRA), Burbank Housing Corporation, and Sonoma County used the service of a professional facilitator in the negotiation process for the Letter of Intent (LOI) to separate Burbank's Sea Ranch Apartments from The Sea Ranch Association. The LOI has now been ratified by all three entities.

While a number of challenging negotiations remain, they largely seem to involve TSRA and Burbank Housing. The ratification of the LOI probably reduces the need for future facilitation, thus we propose to go it alone from here unless there is an unanticipated breakdown in communications.

The three entities previously agreed to evenly split the financial costs of the facilitator. His invoices (attached) total \$10,219 – split three ways equates to \$3,406 each. TSRA has paid the facilitator in full for his services and nothing more is due.

Please accept this letter as an invoice for Sonoma County's share of these costs along with my personal appreciation for your perseverance, flexibility and creativity in moving this strategy toward a successful resolution.

FRANK M. BELL
Community Manager
The Sea Ranch Association
PO Box 16
The Sea Ranch, CA 95497

DEC 18 2013 10 09 AM

0-4 Jan

INVOICE

Date: 11/1/2013
Invoice # TSR 4

Toby Ross
4910 Horned Lark Dr.
Klamath Falls, OR 97601
545 205-5007 (Office)
916-719-8400 (Mobile)
tobyaross@gmail.com

To Frank Bell
The Sea Ranch Association
975 Annapolis Rd.
The Sea Ranch, CA 95497

Consultant	Job	Payment Terms	Due Date
Toby Ross	The Sea Ranch Apartments	Due on receipt	November 15, 2013

Hours	Description	Unit Price	Line Total
11.5	Meetings (Prep & Follow up)	\$110	\$1,265
13.5	LOI Modifications & Distribution	\$110	\$1,485
3.5	Side Letter	\$110	\$385
1.0	Administration	\$110	\$110
29.5	Subtotal	\$110	\$3,245
	EXPENSES		
	Travel (From WS to Santa Rosa to Klamath Falls) 466	\$565	\$263
	Previous Invoice		\$4,636
	Previous Payment		\$4,636
	Balance Carried Forward		\$0
	Current Billing	\$3,508	
	Previous Billings	\$6,782	
	Total Billings	\$10,290	

Subtotal	\$3,245
Expenses	\$263
Total	\$3,508

Make all checks payable to Toby Ross

Thank you for your business!

KURSA 9

Consulting

INVOICE

Date: 10/3/2013
Invoice # TSR 3

Toby Ross
4910 Horned Lark Dr.
Klamath Falls, OR 97601
545 205-5007 (Office)
916-719-8400 (Mobile)
tobyaross@gmail.com

TSRA PO# _____

To

Frank Bell

The Sea Ranch Association

975 Annapolis Rd.

The Sea Ranch, CA 95497

82-7070-1091

Approved By _____

Date _____

Consultant	Job	Payment Terms	Due Date
Toby Ross	The Sea Ranch Apartments	Due on receipt	October 15, 2013

Hours	Description	Unit Price	Line Total
11.0	TSRA Board Action & Follow-up	\$110	\$1210
8.0	MOU Modifications & Distribution	\$110	\$880
4.5	Meeting Preparation	\$110	\$495
1.0	Administration	\$110	\$110
24.5	Subtotal	\$110	\$2695
EXPENSES	Travel from Truckee to W. Sacramento (126 miles)		\$71
	Previous Invoice		\$1,870
	Previous Payment		\$0
	Balance Carried Forward		\$1,870

Subtotal	\$4,565
Expenses	\$71
Total	\$4,636

22 27th 03

Make all checks payable to Toby Ross

Thank you for your business!

PAID


INVOICE

Date: 9/1/2013
Invoice # TSR 2

Toby Ross
4910 Horned Lark Dr.
Klamath Falls, OR 97601
545 205-5007 (Office)
916-719-8400 (Mobile)
tobyaross@gmail.com

To Frank Bell
The Sea Ranch Association
975 Annapolis Rd.
The Sea Ranch, CA 95497

Consultant	Job	Payment Terms	Due Date
Toby Ross	The Sea Ranch Apartments	Due on receipt	September 15, 2013

Hours	Description	Unit Price	Line Total
7.0	MOU Preparation	\$110	\$770
10.0	MOU Modifications & Distribution	\$110	\$1,110
EXPENSES			\$0
	Previous Invoice		\$2,146
	Previous Payment		\$2,146
	Balance Carried Forward		\$0
 TSRA PO# _____ 22-7070-1091 1870.00 Approved By: _____ Date: _____			
Subtotal			\$1,870
Expenses			\$0
Total			\$1,870

POSTED

Make all checks payable to Toby Ross
Thank you for your business!

0.4 TO PAY
- USE BOARD'S

SPECIAL PROJECT
FUNDS



Date: 8/1/2013
Invoice # TSR 1

INVOICE

Toby Ross
4910 Horned Lark Dr.
Klamath Falls, OR 97601
545 205-5007 (Office)
916-719-8400 (Mobile)
tobyaross@gmail.com

To Frank Bell
The Sea Ranch Association
975 Annapolis Rd.
The Sea Ranch, CA 95497

Consultant	Job	Payment Terms	Due Date
Toby Ross	The Sea Ranch Apartments	Due on receipt	August 15, 2013

Hours	Description	Unit Price	Line Total
2.5	Meeting Preparation	\$110	\$275
5.5	Meetings	\$110	\$605
9.0	MOU	\$110	\$990
EXPENSES			
Mileage			
298	West Sacramento to TSR	\$.565	\$168
190	West Sacramento to Santa Rosa	\$.565	\$108
22-7070-691			

Subtotal	\$1,870
Expenses	\$276
Total	\$2,146

Make all checks payable to Toby Ross
Thank you for your business!



County of Sonoma Fee Waiver Policy

Authority: Board of Supervisors
Approval Date: June 2, 2009
Effective Date: July 1, 2009

1. Purpose

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Fee Waiver Request Forms must be complete, signed, and accompanied by supporting documentation to demonstrate eligibility for the requested fee waiver. Demonstrated eligibility does not assure approval of a fee waiver request.

Completed Fee Waiver Request Forms shall be submitted to the Clerk of the Board of Supervisors at the address above. The Clerk will forward requests to the Board Member specified by the applicant.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 67
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Cynthia Demidovich 707-565-1754

Supervisorial District(s):

Fifth

Title: Reopen the public hearing on the appeal of the Board of Zoning Adjustment's approval of a Master Use Permit for the Ratna Ling Retreat Center for the limited purpose of considering the revised Conditions of Approval for the project; PLP08-0021.

Recommended Actions:

Re-open the public hearing and approve a resolution denying the appeal, adopting the subsequent mitigated negative declaration, and upholding the Board of Zoning Adjustments' approval of a Master Use Permit for the Ratna Ling Retreat Center. The project is located a 35755 and 36000 Hausser Bridge Road, Cazadero; APNs 109-230-024 and-018.

Executive Summary:

Background

On June 7, 2012, the Board of Zoning Adjustments, with a 5-0 vote, adopted the Mitigated Negative Declaration and approved the request by Ratna Ling Retreat Center for a Use Permit (PLP08-0021) to modify the master plan for the facility. Ward Anderson filed an appeal of the decision with the Board of Supervisors immediately following that position.

On April 8, 2014, at its regularly scheduled meeting, the Board of Supervisors heard the appeal of the Board of Zoning Adjustments approval of the Use Permit requested by Ratna Ling Retreat Center. After extensive public testimony and Board discussion, the Board took a 3-2 straw vote to deny the appeal and approve the modified project. The Board directed staff to work with the applicant to revise the conditions of the religious printing facility, the sacred text storage facilities, and fire services, and continued the item to June 10, 2014.

On June 10, 2014, the Board continued the item to June 24, 2014, to reopen the public hearing to consider revised conditions of approval.

Modified Conditions

At the April 8, 2014, public hearing the Board directed staff to modify conditions as follows:

Occupancy: Change the maximum occupancy for the religious printing facility from 27 to 60 people except for June and July when the occupancy shall be 80 persons and shall be included in the retreat center's total on-site maximum occupancy of 122 persons (see Condition No. 59).

Guestrooms: Change the six-guestroom retreat/house to a five-guestroom retreat/house located at 36000 Hauser Bridge Road on a 13 acre parcel, APN 109-230-018, with a maximum occupancy of 12 persons (see Condition No. 6, 44, 56d, 66, 67, 71, and 72).

Proposal Statements and Site Plans: The use shall be operated in accordance with the prior Proposal Statements and site plans, as well as the additional proposal statement dated March 26, 2013, and the revised site plans dated May 23, 2013 (see Condition No. 58, 60, and 63).

Drought Measures: The drought measure originally required the applicant to adhere to a qualified person's occupancy recommendations and the condition was modified requiring the applicant to adhere to the occupancy restrictions subject to review and approval by the Director of PRMD (See Condition No. 78).

Truck Trips: The Board was concerned about using an "average of one round truck trip" which would not in fact limit daily trips and directed staff to modify Condition No. 61 to limit daily trips to a maximum of two truck round trips on any single day only during off peak hours. However, this modification cannot be recommended absent additional analysis of the impacts because it would exceed what was analyzed in the Subsequent Mitigated Negative Declaration.

It is recommended that the condition be revised to reflect what is currently analyzed in the Subsequent Mitigated Negative Declaration, which is as follows:

Truck traffic related to the sacred texts and non-textual sacred art is limited to one (1), twenty-four foot (24') long truck round trip per day. The 24' foot limit is measured from the trailer's kingpin to rear axle and does not include the tractor. This limit applies to truck trips delivering supplies to produce the sacred texts, and non-textual sacred art, and transporting the sacred texts and art off the property (see Condition No. 61).

At April 8, 2014, public hearing, in addition to directing staff to modify the conditions discussed above, the Board requested the applicant to consider revising the following conditions:

Hours of Operation: The Board requested the applicant consider revising the hours of operations for the religious printing facility to be one of the following:

Monday through Friday 7:00 a.m. to 5:00 p.m., or

Monday through Friday 7:00 a.m. to 7:00 p.m., and
Saturday through Sunday 9:00 a.m. to 5:00 p.m.

The applicant has reviewed this request and submitted the following proposal:

Hours of Operation for December through August:

Monday through Saturday	7:00 a.m. to 7:00 p.m.: full press operations
Monday through Saturday	7:00 a.m. to 10:00 p.m.: handwork and any work that does not involve heavy equipment, such as the printing presses or forklifts

Hours of Operation for September, October, and November:

Everyday	7:00 a.m. to 7:00 p.m.: full press operations
	7:00 a.m. to 10:00 p.m.: handwork and any work that does not involve heavy equipment, such as the printing presses or forklifts. (See Condition No. 59).

Sacred Text Storage: The Board requested the applicant consider reducing the square footage of the 40,560 square-foot “Sacred Text Treasury” (see Condition No. 56c). The applicant has reviewed this request and did not submit a response to the Board’s request.

Fire Services: The Board requested the applicant consider adding the following condition:

The Sonoma County Fire Marshal shall review the press operation and, with input from the Timber Cove Fire Protection District, determine if additional training is necessary for the fire fighters and/or additional equipment is necessary for fire safety. The applicant shall consider providing funds for the additional training and/or equipment.

The applicant has reviewed this request and submitted the following proposal:

Upon expiration of the statute of limitations to challenge the County’s approval of the Master Use Permit or when there is a final decision in favor of the permit holder in any litigation challenging this Master Use Permit, whichever is later, within 35 days of final approval the permit holder shall:

- (i) offer to pay Timber Cove Fire Protection District (“TCFPD”) up to \$2,500 per year for training, or the actual cost of training whichever is less, to respond to any fire that may occur at the religious printing facility or the sacred text storage structures;
- (ii) make a good faith effort to provide two (2) volunteers who are willing to serve as volunteer fire fighters at TCFPD;
- (iii) any obligation imposed by this paragraph exists only so long as the religious printing facility and sacred text storage structures remain on the Project Site. If these facilities are removed, then the obligations set forth in this condition shall automatically expire without any further action by any person.

For purposes of this condition “final decision” shall mean that that a court issues a non-

appealable order or that an appealable order is entered, the time to challenge the appealable order has lapsed, and no appeal is filed.

The Timber Cove Fire Protection District reviewed the applicant's above listed proposal and rejected the proposal. The District submitted the following alternative Conditions of Approval:

1. Provide funds for a Type 1 engine capable of pumping 1,500 gpm, with a deck gun, 1,000 gallon tank with hydrant connections, and fully equipped with 2 1/2" hose, nozzles, ladders, SCBAs, suction hose, and other hardware and tools. Approximately \$375,000
2. Provide funds for an addition to the existing fire station to house the Type 1 engine. Approximately \$150,000
3. Provide yearly funding for Training, Operations, and Equipment upgrades related to suppressing industrial fires. Amount to be determined prior to final approval

After meeting with Timber Cove Fire Protection District representatives, staff determined that additional on-site fire fighting infrastructure should be installed at the sacred text storage structures and recommends the following Condition of Approval:

The applicant shall coordinate with the Sonoma County Fire Marshall and the Timber Cove Fire Protection District to install additional on-site fire fighting infrastructure for the sacred text storage structure subject to approval of the Sonoma County Fire Marshall.

Corrections

Staff recommends the following typographic errors to be corrected:

Change the total square footage of the sacred text storage facilities from 40,560 square feet to 39,270 square feet in size located in the project description on Page 1 and Condition No. 56c.

Change the number of residential storage buildings from four to five in Condition No. 56b.

Conclusion

Staff recommends that the Board reopen the public hearing to consider the revised Conditions of Approval for the project and at the conclusion of the hearing staff recommends the following Conditions of Approval:

Hours of Operation:

Hours of Operation for December through August:

Monday through Saturday	7:00 a.m. to 7:00 p.m.:	full press operations
Monday through Saturday	7:00 a.m. to 10:00 p.m.:	handwork and any work that does not involve heavy equipment, such as the printing presses or forklifts

Hours of Operation for September, October, and November:

Everyday	7:00 a.m. to 7:00 p. m.: full press operations 7:00 a.m. to 10:00 p. m.: handwork and any work that does not involve heavy equipment, such as the printing presses or forklifts (see Condition No. 59)
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Fire Services:

The applicant shall pay Timber Cove Fire Protection District \$2,500 per year for training related to suppressing industrial fires at the religious printing facility or the sacred text storage structures (see Condition No. 79).

Make a good faith effort in the opinion of the PRMD Director to provide Timber Cove Fire Protection District with volunteers who are willing to serve as volunteer fire fighters with the District (see Condition No. 80).

The applicant shall coordinate with the Sonoma County Fire Marshall and the Timber Cove Fire Protection District to install additional on-site fire fighting infrastructure for the sacred text storage structure subject to approval of the Sonoma County Fire Marshal (see Condition No. 81).

If the printing and storage facilities are removed, then the obligations set forth in Condition No. 79, 80, and 81 shall no longer apply (see Condition No. 82).

Truck Trips:

Truck traffic related to the sacred texts and non-textual sacred art is limited to one (1), twenty-four foot (24') long truck round trip per day. The 24' foot limit is measured from the trailer's kingpin to rear axle and does not include the tractor. This limit applies to truck trips delivering supplies to produce the sacred texts, and non-textual sacred art, and transporting the sacred texts and art off the property (see Condition No. 61).

Corrections:

Change the total square footage of the sacred text storage facilities from 40,560 square feet to 39,270 square feet in size in the project description on Page 1 and Condition No. 56c.

Change the number of residential storage buildings from four to five in Condition No. 56b.

Prior Board Actions:

On April 8, 2014, the Board took a straw vote to deny the appeal and approved the project with modified Conditions of Approval.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The preparation of the Subsequent Mitigated Negative Declaration and the Project Conditions of Approval further the goal of supporting uses as defined in the Zoning Code and the goal of protecting

the environment by identifying ways to mitigate project impacts.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

None. The costs of the County processing the application are paid for by the applicant.

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:

Draft Board of Supervisors Resolution
 Exhibit A: Draft Conditions of Approval
 Exhibit B: Letter from Clement, Fitzpatrick & Kenworthy Regarding Conditions of Approval dated May 15, 2014
 Exhibit C: Letter from Bob Dickson, President, Timber Cove Fire Protection District dated May 29, 2014
 Exhibit D: Public Comment Letters
 Exhibit E: Mitigated Negative Declaration dated July 21, 2004.
 Exhibit F: Mitigated Negative Declaration dated June 27, 2007.

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

Board of Supervisor Staff Report dated April 8, 2014.



County of Sonoma

State of California

Date: June 24, 2014

Item Number: _____

Resolution Number: _____

PLP08-0021 Cynthia Demidovich

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Denying An Appeal From A Decision Of The Sonoma County Board Of Zoning Adjustments, Adopting A Subsequent Mitigated Negative Declaration And Mitigation Monitoring Program, And Approving A Master Use Permit For The Ratna Ling Buddhist Retreat Center, On Property Located At 35755 And 36000 Hauser Bridge Road, Cazadero; APNs 109-230-024 And -018; Supervisorial District No. 5.

Resolved, that the Board of Supervisors (“the Board”) of the County of Sonoma (“the County”) hereby finds and determines as follows:

Section 1. Application and Project.

1.1 Ratna Ling Buddhist Retreat Center (“the Applicant”) filed Application PLP08-0021 with the Sonoma County Permit and Resource Management Department pursuant to the Sonoma County General Plan 2020 (“General Plan 2020”) and Chapter 26 of the Sonoma County Code (“the Zoning Code”) requesting a master use permit (“the Master Use Permit”) for the Applicant’s retreat center on property located at 35755 and 36000 Hauser Bridge Road, Cazadero, APNs 109-230-024 and -018; zoned RRD (Resources and Rural Development), 240 acre density (“the Project Site”). As heard and considered by the Board, the Master Use Permit includes construction of a 3,000 square foot five bedroom residential facility with a maximum occupancy of 12 persons; a seasonal campground (May 1 through October 30) and erection of eight tent structures on a seasonal basis for seasonal use with a maximum occupancy of three persons per tent (the tent structures shall be erected on existing wooden platforms with existing electrical hook-ups); construction of 4,080 square feet of residential storage in five buildings; permitting the four existing 2,870, 6,000, 14,400, and 16,000 square foot membrane structures as permanent sacred text and non-textual sacred art storage facilities (“the sacred text storage structures”); increasing the maximum occupancy of the Project Site from 67 to 122 persons; increasing the maximum occupancy of the 21,234 square foot religious printing facility (“the religious printing facility”) from 27 to 60 persons for all months except June and July when the maximum occupancy shall be 80 persons; clarifying that the production of non-textual

sacred art and internet sales are allowed under a prior use permit; limiting truck traffic related to sacred text and non-textual sacred art production to a maximum of one, twenty-four foot long truck round trip per day operated only during off peak hours; and requiring termination of the religious printing facility if the Project Site is conveyed to a party not affiliated with the traditions and practices of Tibetan Buddhism (“the Project”).

Section 2. Procedural History.

2.1 On September 9, 2004, the Sonoma County Board of Zoning Adjustments (“the Board of Zoning Adjustments”) adopted a mitigated negative declaration (“the 2004 MND”) and approved a use permit (UPE04-0032) (“the 2004 Use Permit”) for a noncommercial retreat center and monastery (“the retreat use”) on the Project Site, including construction of nineteen new cabins, library, healing center, therapeutic pool, and 18,750 square foot religious printing facility; conversion of the existing lodge to a meditation hall with a kitchen and dining facilities; use of one existing cabin located on the east side of Hauser Bridge Road for the retreat facility; continued use of an existing storage structure and office structure located on the west side of Hauser Bridge Road; and continued use of nine existing cabins and two existing single family dwellings located on the west side of Hauser Bridge Road to house long-term residents. The 2004 Use Permit modified and superseded an existing use permit (UPE99-0152) for a commercial (for profit) resort (Timberhill Resort) on the Project Site. The 2004 Use Permit requires the retreat use and the religious printing facility to be operated in compliance with the conditions of approval of the 2004 Use Permit and the proposal statement and site plan located in File UPE04-0032. After construction, the religious printing facility was increased in size from 18,750 square feet to 21,234 square feet in size as a minor modification of the 2004 Use Permit, approved by the PRMD Director.

2.2 On August 1, 2007, PRMD approved a zoning permit (ZPE07-0164) for a small residential care facility for up to six persons on the Project Site, which is allowed by right in all zoning districts pursuant to State law. The residential care facility has been partially constructed and the foundation and framing exist.

2.3 On February 26, 2008, the Applicant filed Application PLP08-0021. As submitted, Application PLP08-0021 requested a general plan amendment, special area policy, and a use permit to construct two large underground caves for sacred text storage and an exhibition/assembly hall for exhibition of religious materials and assemblies of religious people and scholars.

2.4 On March 26, 2008, PRMD approved a zoning permit (ZPE08-0074) (“the 2008 Zoning Permit”) to allow construction of two temporary storage structures of 2,870 and 6,000 square feet in size for sacred texts on the Project Site. On April 21, 2008, PRMD revised its approval of the 2008 Zoning Permit to allow two additional temporary storage structures of 14,400 and 16,000 square feet. On March 25, 2011, the 2008 Zoning Permit expired and PRMD

approved a one-year time extension for the storage structures. The larger storage structures, located on the east side of Hauser Bridge Road, are slightly visible from Hauser Bridge Road and are visible at a distance from King Ridge Road. The storage structures are approximately 40 feet high and the height limit in the RRD zoning district is 35 feet. An increase in height is allowed when design review is conducted. PRMD staff conducted administrative design review along with approval of the 2008 Zoning Permit and determined that existing trees and shrubs provide sufficient screening of the structures as viewed from Hauser Bridge Road.

2.5 On August 22, 2008, PRMD approved a mitigated negative declaration (“the 2008 MND”) and a use permit (UPE07-0089) (“the 2008 Use Permit”) for a 20 acre-foot reservoir and a modification to the wellness center by increasing the square footage previously approved with 2004 Use Permit.

2.6 On February 20, 2009, the Applicant requested that PRMD put a hold on further review of Application PLP08-0021 to allow the Applicant to prepare a revised submittal. On March 15, 2011, the Applicant submitted a revised application and proposal statement. The revised application was for a master use permit for an expanded retreat use, permanent storage of sacred texts, and other items (“the 2011 Project”). The revised application did not include the underground caves and exhibition/assembly hall proposed in 2008. On December 20, 2011, at the request of PRMD, the Applicant submitted supplemental information about the proposal. With the submission of the supplemental information, PRMD staff accepted Application PLP08-0021 as complete for processing.

2.7 After accepting Application PLP08-0021 as complete for processing, PRMD determined that a mitigated negative declaration was required for the 2011 Project to comply with the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines, and the Environmental Quality Ordinance of Sonoma County.

2.8 On February 14, 2012, PRMD released a mitigated negative declaration for the 2011 Project (“the 2012 MND”) for public and agency review. The 2012 MND assesses the potential environmental effects of the implementation of the 2011 Project and identifies means to eliminate or substantially reduce potential impacts.

2.9 On April 5, 2012 and June 7, 2012, the Board of Zoning Adjustments conducted public hearings on the 2012 MND and the 2011 Project. At the hearings, the Board of Zoning Adjustments heard and received all relevant oral and written testimony and evidence presented or filed regarding the 2012 MND and the 2011 Project. All interested persons were given the opportunity to hear and be heard. At the conclusion of public testimony on June 7, 2012, the Board of Zoning Adjustments closed the hearing, discussed the 2012 MND and the 2011 Project, and, on a 5-0 vote, adopted the 2012 MND and approved the 2011 Project.

2.10 Within the time and manner prescribed by law, Warren Anderson appealed the action of the Board of Zoning Adjustments on the 2012 MND and the Project to the Board (“the

Appeal”). In a letter dated October 4, 2012, the attorney for Coastal Hills Rural Preservation amended the Appeal to include additional grounds for appeal.

2.11 On March 26, 2013, the Applicant submitted an updated proposal statement for Application PLP08-0021 clarifying the proposal (“the March 26, 2013 Updated Proposal Statement”). PRMD staff reviewed the updated proposal statement and determined that a subsequent mitigated negative declaration rather than a mitigated negative declaration was warranted for the Project. On February 28, 2014, PRMD released a subsequent mitigated negative declaration (“the Subsequent MND”) to the 2004 MND and the 2008 MND (“the previous MNDs”) for public and agency review. The Subsequent MND supersedes the 2012 MND. The Subsequent MND assesses the potential environmental effects of the implementation of the Project and identifies the means to eliminate or substantially reduce potential impacts.

2.12 On April 8, 2014, the Board conducted a public hearing on the Appeal (“the Board hearing”). At the Board hearing, the Board heard and received all relevant oral and written testimony and evidence presented or filed regarding the Appeal, the Subsequent MND, and the Project. All interested persons were given the opportunity to hear and be heard. At the conclusion of public testimony, the Board closed the Board hearing, discussed the Appeal, the Subsequent MND, and the Project, and, on a 3-2 straw vote, directed County staff to prepare a final resolution to deny the Appeal, adopt the Subsequent MND, and approve the Project. The Board further directed County staff to meet with the Applicant to discuss possible revisions to the conditions of approval for the Project related to the hours of operation of the religious printing facility, the sacred text storage structures, and fire service, and to return to the Board with modified conditions of approval for the Board’s consideration.

2.13 Following the Board’s straw vote, County staff met with the Applicant to discuss possible revisions to the conditions of approval for the Project specified by the Board. The Applicant responded with a letter dated May 15, 2014, proposing revisions to the conditions of approval related to the hours of operation of the religious printing facility and fire service. Timber Cove Fire Protection District (“TCFPD”) responded to the Applicant’s letter with a letter dated May 29, 2014. County staff reviewed the Applicant’s letter, TCFPD’s letter responding to the Applicant’s letter, and other correspondence responding to the Applicant’s letter and determined that the Board hearing should be reopened for the limited purpose of receiving testimony and evidence on the new information.

After receiving the TCFPD letter, County staff met with representatives of TCFPD to discuss its concerns about providing fire protection service for the Project. County staff also met with representatives of Coastal Hill Rural Preservation to discuss its concerns about the Applicant’s letter.

2.14 On June 24, 2014, the Board reopened the Board hearing for the limited purpose of considering the revised conditions of approval for the Project. At the re-opened Board

hearing, the Board heard and received all relevant oral and written testimony and evidence presented or filed regarding the revised conditions of approval for the Project. All interested persons were given the opportunity to hear and be heard. At the conclusion of public testimony, the Board closed the re-opened Board hearing (“the final close of the Board hearing”), discussed the Appeal, the Subsequent MND, and the Project, and determined to deny the Appeal, adopt the Subsequent MND, and approve the Project, as provided herein.

2.15 The Board has had an opportunity to review this resolution and hereby finds that it accurately sets forth the intentions of the Board regarding the Appeal, the Subsequent MND, and the Project.

2.16 The Board’s decisions herein are based upon the testimony and evidence presented to the County orally or in writing prior to the final close of the Board hearing (“the record of these proceedings”). By Board Rule, any information submitted after the final close of the Board hearing has been deemed late and not considered by the Board.

Section 3. CEQA Compliance.

3.1 The Board has reviewed and considered the information contained in the Subsequent MND, together with comments received during the public review process and at the Board hearing, prior to making the following findings. The Board has also reviewed and considered the previous MNDs.

3.2 The Board concurs with PRMD staff’s determination that subsequent environmental review is required for the Project and that although an addendum appears warranted, in the interest of full public disclosure and review, the Subsequent MND is the preferable environmental document to review the changes in the Project.

The Board finds that the Subsequent MND’s analysis of the components of the Project, as proposed in the March 26, 2013 Updated Proposal Statement, is consistent with CEQA, the State CEQA Guidelines, and case law. The Subsequent MND does not “re-open” the analysis of the uses and structures analyzed in the previous MNDs and already approved by the County. Rather, the Subsequent MND examines the incremental difference in impacts that would result from the additional uses and structures proposed in the March 26, 2013 Updated Proposal Statement.

The Board finds a subsequent EIR is not required and a Subsequent MND is appropriate because:

(a) There are no substantial changes to the Project that require major revisions of the previous MNDs due to the involvement of a new or substantially more severe significant environmental effect. The Project is a modest expansion of an existing retreat

center and makes four existing membrane structures permanent instead of temporary. The Project will also reduce the impact of truck trips by placing limits on the number and time of day of trips and the size of trucks, and clarify potentially ambiguous terms in prior use permits. The changes to the Project will result in very few physical changes to the environment and require only minor additions or changes to the previous MNDs to make them adequate for the Project.

(b) There are no substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions to the previous MNDs due to the involvement of a new or substantially more severe significant environmental effect. The Project has the same Applicant, is for the same uses, and is on the same Project Site as reviewed in the previous MNDs. No substantial change in circumstances has been identified in the Subsequent MND or in comments received during the public review process.

(c) There is 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 MNDs were adopted, that shows that the Project will have a new or substantially more severe significant effect than previously disclosed in the previous MNDs. There is no evidence in the record that mitigation measures previously found to be infeasible are in fact feasible or that there are new, more effective mitigation measures or that the Applicant has declined to adopt any mitigation measures necessary to reduce or avoid a significant impact.

3.3 PRMD completed the Subsequent MND and, beginning on February 28, 2014, PRMD made the Subsequent MND available for review and comment. A notice of intent to adopt the Subsequent MND was published on February 28, 2014, and the period for receipt of comments on the Subsequent MND was to remain open until March 31, 2014. The State Clearinghouse, however, inadvertently left the comment period open until April 14, 2014.

3.4 The Board has considered the comments received after release of the Subsequent MND, but before the final close of the Board hearing, regarding the Subsequent MND and finds that those comments do not require any substantial revision of the Subsequent MND under State CEQA Guidelines section 15073.5, and therefore recirculation of the Subsequent MND is not required.

3.5 The Board finds that the Subsequent MND represents a good faith and reasoned effort to provide full and adequate disclosure of the environmental effects of the Project. In making its determination to adopt the Subsequent MND and to approve the Project, the Board has reviewed and considered, as a whole, the evidence and analysis presented in the Subsequent MND, the evidence and analysis presented in the comments on the Subsequent MND, and the responses prepared by the Applicant's consultants and by PRMD staff addressing those comments. The Board concurs with those responses. The Board has gained a well-rounded understanding of the environmental issues presented by the Project and its findings are based on full appraisal of all of the evidence contained in the Subsequent MND, as well as

the evidence and other information in the record of these proceedings addressing the Subsequent MND.

3.6 The Board finds that the Subsequent MND has been completed in compliance with CEQA and the State CEQA Guidelines. The Board concurs with and adopts the findings in the Subsequent MND. In addition, the Board makes the following specific findings regarding baseline, greenhouse gas (“GHG”) emissions, hazardous materials, land use and planning, and fire response and sacred text storage structures:

(a) Baseline. The Board concurs with the Subsequent MND’s use of existing conditions as the baseline for environmental review of the Project and finds it consistent with the State CEQA Guidelines and case law. Existing conditions at the time environmental review commenced for the Project included the temporary sacred text storage structures. The Board finds that the current status of the 2008 Zoning Permit is not relevant to the analysis of the Project’s potential environmental effects in light of existing physical conditions on the ground.

(b) GHG Emissions. The Subsequent MND analyzed the Project’s GHG emissions and determined that combined emissions from construction of the proposed new structures and operation of the entire facility, including all previously approved uses as well as those proposed in the 2011 Project, would not exceed 525 metric tons of CO₂ per year, which is well below the County’s significance threshold of 1100 metric tons per year. The Board finds that the GHG emissions analysis overstates Project emissions because operations emissions from previously approved and existing uses, including associated transportation emissions, are part of the baseline of existing conditions and are not the result of the Project proposed by the 2011 Master Plan. The Board therefore concludes that Project emissions would be less than those stated in the GHG analysis and even further below the applicable significance threshold. The Board is not persuaded by the comment that the GHG analysis failed to adequately analyze 730 100-mile trips required by the Project annually. Trips associated with the transport of sacred texts and non-textual sacred art are part of the baseline existing condition against which environmental impacts are measured, and there is no evidence in the record showing that the number of these trips will increase with the Project. In fact, the Project clarifies and limits the number of allowed truck trips.

The Board received a comment alleging that the County’s “Environmental Checklist” incorrectly referenced four categories in a Climate Protection Campaign document instead of five. The Board first notes that the Subsequent MND contains no such reference; the comment apparently addresses the 2012 MND, which was adopted by the Board of Zoning Adjustments and stayed by the Appeal. PRMD then prepared a different CEQA document, the Subsequent MND. In any case, the comment is incorrect, in that the document, the Sonoma County Community Climate Action Plan, addressed four “sectors” of GHG emissions: electricity and natural gas; transportation and land use; agriculture and forests; and solid waste. The Board further notes that although the County has cooperated with the Climate Protection Campaign and has already implemented many of the recommended solutions in the

Community Climate Action Plan, the plan has not been formally adopted by the County or other local governments. In fact, the County is working with the Regional Climate Protection Authority, the nine cities, and various non-profit partners and stakeholder groups, including the Climate Action Campaign, to develop Climate Action 2020 for adoption by all local governments as the next step to address GHG emissions in the County.

The Board concurs with the finding in the Subsequent MND that the Project does not have a significant impact due to conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing greenhouse gases. The Board agrees with the Subsequent MND's conclusion that the Project's GHG emissions will not increase significantly above existing conditions. The Project is not a new development in a rural area, but is a modest expansion of an existing facility. Truck trips associated with the sacred texts and non-textual sacred art are existing conditions. Retreat participants who arrive at the site park in an on-site parking area and walk or bicycle to events on the site. Because the retreat curriculum typically occupies the entire day, there are few, if any, trips generated by retreat participants after they arrive. Volunteers also walk, bicycle, or use electric golf carts to move around the site. In addition, all new construction will be required to comply with the new CalGreen Building Standards, ensuring that new structures are more energy efficient.

(c) Hazardous Materials. The Subsequent MND analyzed whether or not hazardous materials would create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials and found that the impact would be less than significant. The existing religious printing facility and making non-textual sacred art, and the materials used in connection with them, are part of the baseline for the Project (the Project clarifies that the production of non-textual sacred art is permitted under the 2004 Use Permit). The Subsequent MND nevertheless considered the use of hazardous materials in the religious printing facility, and noted that the facility uses a non-toxic vegetable-based dye and a water-based plate making process for the sacred texts. The only hazardous materials used, which part of the baseline for the Project, are rags used to wipe out ink cans, water from draining the presses once a week, and water from press operators washing their hands. These items are stored in fifty-five gallon drums until they are removed from the site by a licensed hazardous materials removal service. The Applicant has complied with all CUPA requirements and is inspected regularly by inspectors employed by the Sonoma County Department of Emergency Services. The Board received two letters alleging that the Subsequent MND failed to analyze the impacts of flammable glues, paints, chemicals and other hazardous materials. As discussed above, the comments are not correct, in that any use of hazardous materials is part of existing conditions and the existing uses have in fact been analyzed and are required to follow all requirements for posting and handling hazardous waste. Additionally, the majority of the sacred texts are printed in the Tibetan tradition and they are loose-leaf, not bound, so no glue is used to bind them. The small percentage of books produced in the Western style are bound using a non-toxic adhesive, which is also used in food processing facilities. Only food coloring is used to color non-textual sacred art projects. Accordingly, the Board concurs in the

finding of the Subsequent MND that the impact associated with the Project's routine transport, use, or disposal of hazardous materials is less than significant.

(d) Land Use and Planning. The Board concurs in the finding of the Subsequent MND that the Project will not result in a significant impact from conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. As noted in the Subsequent MND and explained in greater detail in this resolution, the Project is a modest expansion of an existing approved use. The additional uses proposed as part of the Project are clarifications and expansions of previously approved uses, all of which have been found by the County to be consistent with both the Resources and Rural Development land use category and the RRD zoning district when approved. The Project is physically compatible with the surrounding neighborhood. Likewise, existing structures and proposed structures will be either not visible or screened from public roads. There will not be a significant increase in ambient noise as a result of the Project, and traffic will be minimized as volunteers and retreat guests would remain on-site rather than travel to and from the site on a daily basis. The Project also places limitations on the number of truck trips associated with the sacred texts and non-textual sacred art. The Project would not deplete or interfere with timber or aggregate resource production, and watersheds, fish, and wildlife will continue to be protected. There is an adequate water supply, as an existing reservoir has sufficient capacity to meet the needs of all existing and proposed uses.

(e) Fire Response and Sacred Text Storage Structures. The Board received comments that TCFPD could not adequately respond to a fire event in the sacred text storage structures and that the membranes on these structures could exacerbate fire danger in a remote part of the county. The Board notes that the sacred text storage structures are all covered by a fabric membrane, loosely analogous to a tent.

In a letter to the Applicant dated October 13, 2013, the County's Chief Building Official opined that making the temporary sacred text storage structures permanent "has no practical effect" in that when PRMD staff reviewed and checked the plans for the structures, they required that the structures meet all criteria for permanent structures. All of the sacred text storage structures are equipped with fully automatic fire sprinklers. In a memorandum dated February 14, 2014, the County's Chief Building Official made a further determination that the sacred text storage structures are in compliance with the applicable building code. Further, the Applicant submitted documentation that that all four membranes have been treated with a flame-retardant chemical approved by the State Fire Marshal and are, therefore, "flame resistant" and meet or exceeds the National Fire Protection Association ("NFPA") 701 standards for flame resistance. In a memorandum dated February 12, 2014, the Sonoma County Fire Marshal stated she is satisfied that the membranes meet the NFPA 701 standard and comply with Section 3103 of the 2007 California Building Code. The Board concurs in the findings of the County Fire Marshal and Chief Building Official that the sacred text storage structures meet the applicable standards for fire safety.

TCFPD submitted comments that it does not have the training or equipment to suppress an “industrial” fire at the Project Site. TCFPD proposed the Project be conditioned to provide funds to TCFPD for a Type I fire engine with specified features, for an addition to the existing fire station to house the engine, and for training, operations, and equipment upgrades related to suppressing industrial fires.

The Board notes that the Project being approved at this time does not include the religious printing facility, which TCFPD describes as an “industrial use.” The religious printing facility was approved as part of the 2004 Use Permit as an ancillary use of the Buddhist retreat center, and has been constructed in compliance with all applicable codes. The aspect of the Project at issue here is making the sacred text storage structures permanent. The Board finds that housing the sacred texts in permanent membrane structures is not an industrial use, but is accessory to the retreat center use, and that the sacred text storage structures have an “S1” or storage occupancy classification under the California Building Code, not a factory or industrial occupancy. Further, the Board finds that the sprinkler system and flame-resistant fabric used in the sacred text storage structures are adequate to ensure that the structures do not pose an enhanced fire risk. In addition, a condition of approval has been imposed herein requiring the Applicant to coordinate with the Sonoma County Fire Marshall and TCFPD to install additional on-site fire fighting infrastructure for the sacred text storage structures subject to the approval of the Sonoma County Fire Marshall.

With respect to TCFPD’s assertion that it needs a new fire engine and associated expansion of the fire station to house it in order to properly respond to a fire at the Project Site, the Board concurs in the determination of retired County Fire Marshal Vern Losh that TCFPD has not demonstrated the need for an additional Type I fire engine. TCFPD already has a Type I fire engine, as well as a Water Tender with capacity similar to a Type I fire engine. In addition, the Fort Ross Fire Protection District, which would also respond to the Project Site on a first alarm, has a Type I fire engine. Given the sprinkler system and flame resistant qualities of the sacred text storage structures, and the available fire-fighting equipment, the Board agrees that the Project does not pose an enhanced fire risk requiring an additional Type 1 fire engine. The Board also concurs in the opinion of the Applicant’s biologist that even if TCFPD were to acquire an additional Type I fire engine and expand its fire station to house it, the addition to the fire station would not result in any significant environmental impacts. Accordingly, the Board finds that the Project would not result in substantial adverse physical impacts associated with the construction of an expanded fire station needed to maintain acceptable service ratios or response times.

3.7 The Board finds that all impacts associated with the Project will be mitigated to less than significant with the adoption of the mitigation identified in the Subsequent MND and that there is no substantial evidence in the record of these proceedings to support a contrary conclusion. The Board further finds that the Subsequent MND reflects the Board’s independent judgment and analysis.

3.8 In accordance with CEQA and the State CEQA Guidelines, the Board must adopt a mitigation monitoring program to ensure that the mitigation measures adopted herein are implemented. A mitigation monitoring program for the Project (“the Mitigation Monitoring Program”) is incorporated into the conditions of approval imposed herein. The Mitigation Monitoring Program will be implemented in accordance with all applicable requirements of CEQA and the State CEQA Guidelines.

Section 4. General Plan and Zoning Compliance.

4.1 The Board finds that the Project, as approved herein, is consistent with General Plan 2020 for the following reasons:

(a) The Project Site was designated Resources and Rural Development in the now superseded 1989 Sonoma County General Plan (“the 1989 General Plan”). Under the 1989 General Plan, permitted uses in the Resources and Rural Development land use category included “lodging, campgrounds, and similar recreational and visitor serving uses” provided that such uses were not inconsistent with purpose and intent of the Resources and Rural Development land use category (i.e., to protect lands used for timber, geothermal and mineral resource production and for natural resource conservation).

(b) The major entitled uses approved by the 2004 Use Permit included “a non-commercial retreat center and monastery” and, in recognition of the integral religious significance of the sacred text production to members of the Ratna Ling spiritual community, the construction of “a new 18,750 square foot religious printing facility” described as “non-commercial” and as “an ancillary use to the monastery and non-commercial retreat center.” In approving the 2004 Use Permit, the Board of Zoning Adjustments found that the proposed use was consistent with the Resources and Rural Development land use designation and that the proposed use would not be detrimental to the health, safety, peace, comfort and general welfare of persons or property in the area. The Board of Zoning Adjustments also found that the proposed use would not detract from or impinge upon lands used for timber, geothermal and mineral resource production, or natural resource conservation.

(c) The Project Site continues to be designated Resources and Rural Development in General Plan 2020. Permitted uses in the Resources and Rural Development land use category carried forward from the 1989 General Plan include “lodging, campgrounds, and similar recreation and visitor serving uses” provided they are not inconsistent with the purpose and intent of the Resources and Rural Development land use category.

(d) The uses sought as part of the Project are clarifications and expansions of the previously approved uses, all of which have been found by the County to be consistent with the Resources and Rural Development land use category. The uses of the Project Site for religious practice, the housing of individuals associated with that practice, and the ancillary

printing of Sacred Texts, which are an integral part of the Ratna Ling Buddhist religious practice, have already been approved by the County as acceptable uses in the Resources and Rural Development land use category.

(e) The Project would not involve the loss of timber and would not interfere with geothermal resource production (the Project Site is not identified as an aggregate resource site in the Aggregate Resources Management Plan). Further, watersheds, fish, and wildlife habitat will be protected. Further, there is adequate water supply as a new reservoir was constructed to capture runoff water from the Project Site to serve the retreat center, the religious printing facility, sacred text storage structures, and 5 bedroom residential facilities.

4.2 The Board finds that the Project, as approved herein, is consistent with the Zoning Code for the following reasons:

(a) The Project Site is designated Resources and Rural Development (RRD) in the Zoning Code. Noncommercial clubs and lodges are allowed in the RRD zoning district with the approval of a use permit. Tent camps and campgrounds are also allowed in the RRD zoning district with the approval of a use permit, provided that lands needed for commercial timber production, geothermal production, and aggregate production, and lands needed for protection of watershed, fish and wildlife habitat, biotic resources, and agricultural production activities are protected. In approving the 2004 Use Permit, the Board of Zoning Adjustments found that the proposed use was consistent with RRD zoning regulations and that the proposed use would not be detrimental to the health, safety, peace, comfort and general welfare of persons or property in the area. The Board of Zoning Adjustments also found that the proposed use would not detract from or impinge upon lands used for timber, geothermal and mineral resource production, or natural resource conservation. The Board of Zoning Adjustments also found that the proposed use was consistent with the intent and purpose of the RRD zoning district because it is similar to a noncommercial club or lodge. The Board notes that the Board of Zoning Adjustments findings were not challenged in the time and manner required by law. Further, as was the case in 2004, the Project will not involve the loss of timber and will not interfere with geothermal resource production (the Project Site is not identified as an aggregate resource site in the Aggregate Resources Management Plan). Further, watersheds, fish, and wildlife habitat will be protected.

(b) Accessory buildings and uses are permitted uses in the RRD zoning district. Specifically, Section 26-10-010(p) of the Zoning Code [Permitted Uses in the RRD Zoning District] provides that "accessory buildings and uses appurtenant to the operation of the permitted uses" are permitted uses in the RRD zoning district. [Emphasis added.] The Board finds and determines that "permitted uses," as used in Section 26-10-010(p) of the Zoning Code, includes both uses permitted under Section 26-10-010 of the Zoning Code [Permitted Uses in the RRD Zoning District] and Section 26-10-020 of the Zoning Code [Uses Permitted with a Use Permit in the RRD Zoning District]. "Accessory use" is defined in Section 26-02-140 of the Zoning Code [Definitions] as "a use of land or a building that is related to and subordinate to

the primary use of the land or building located on the same lot.” The Board finds that the foregoing provisions of the Zoning Code have not changed since the Board of Zoning Adjustments found as part of its approval of the 2004 Use Permit that the religious printing facility was an ancillary use to the primary retreat use. The Board further finds that it has been the historic custom and practice of the County to use the terms “accessory use” and “ancillary use” interchangeably. The Board further finds that although the religious printing facility was referred to as an “ancillary use” in the Board of Zoning Adjustments’ approval of the 2004 Use Permit, the religious printing facility has been and will continue to be an accessory use permitted under Section 26-10-010(p) of the Zoning Code since it is related to, subordinate to, and appurtenant to the retreat use. The Board further finds that the limitations on the hours of operation of the religious printing facility and the number of daily truck trips related to sacred texts and non-textual sacred art included in the conditions of approval imposed herein will ensure that the religious printing facility will remain an accessory use.

The Board notes that it has received a letter arguing that the religious printing facility is not an ancillary or accessory use to the primary retreat use. This is not correct for the reasons stated above. Further, the Board notes that the ancillary use finding for the religious printing facility was made by the Board of Zoning Adjustments as part of its approval of the 2004 Use Permit, and was not challenged in the time and manner required by law. Further, the Board notes that, as approved herein, the religious printing facility use will become proportionally even smaller to the primary retreat use when compared to the 2004 Use Permit. Even though a challenge to the 2004 ancillary use determination is time-barred, in an abundance of caution, the Board further notes that the religious printing facility is still related to, subordinate to, and appurtenant to the retreat use for the reasons stated above and because:

- (1) Volunteering or working in the religious printing facility is an integral part of the retreat use’s religious practice; and
- (2) The religious printing facility:
 - (A) Occupies 1.25% of the Project Site, while the retreat center occupies 98.75%;
 - (B) Uses 5% of the septic capacity and the retreat use consumes 95% of the septic capacity on the Project Site;
 - (C) Uses 2.5% of the total water demand, compared to 97.5% for the retreat center;
 - (D) Consumes 24% of the energy while the retreat uses consumes 76% of the energy used on the Project Site;

(E) Is open for limited hours while the retreat use is open 24 hours a day;

(F) Generates 5% of the traffic on the Project Site while the retreat use generates 94.27%; and

(G) Generates 11% of the total revenue, all of which is used to offset the cost of producing the Sacred Texts while the retreat center generates 89% of the revenue.

4.3 The Board finds that the establishment, maintenance, and operation of the Project, as approved herein, will not under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort, or general welfare of persons residing or working in the neighborhood or to the general welfare of the area, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The circumstances of this particular case are that the Master Use Permit, as conditioned herein, will provide for comprehensive control of the uses of the Project Site and incorporate all of the mitigation identified in the Subsequent MND to ensure that environmental quality is maintained. The conditions of approval imposed herein include limits on maximum occupancy of the Project Site and the religious printing facility, months of operation and maximum occupancy of the seasonal campground, hours of operation of the religious printing facility, truck traffic related to sacred text and non-textual sacred art production, and square footage of the sacred text storage structures.

Section 5. Evidence in the Record.

5.1 The findings and determinations set forth in this resolution are based upon the record of these proceedings. References to specific statutes, ordinances, regulations, reports, or documents in a finding or determination are not intended to identify those sources as the exclusive basis for the finding or determination.

Now, Therefore, Be It Further Resolved, that based on the findings and determinations set forth in this resolution and the information contained in the record of these proceedings, the Board hereby declares and orders as follows:

1. The findings and determinations set forth in this resolution are true and correct, are supported by substantial evidence in the record, and are adopted as hereinabove set forth.
2. The Appeal is denied.
3. The Subsequent MND is adopted. PRMD is directed to file a notice of determination in accordance with CEQA and the State CEQA Guidelines.

4. The Project is approved, subject to the Conditions of Approval set forth in Exhibit "A," attached hereto and incorporated herein by this reference.

5. The Mitigation Monitoring Program set forth in Exhibit "A" is adopted. PRMD is directed to undertake monitoring in accordance with the Mitigation Monitoring Program to ensure that required mitigation measures and project revisions are complied with during project implementation.

6. The Clerk of the Board is designated as the custodian of the documents and other materials that constitute the record of the proceedings upon which the Board's decisions herein are based. These documents may be found at the office of the Clerk of the Board of Supervisors, 575 Administration Drive, Room 100A, Santa Rosa, CA 95403.

Supervisors:

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

So Ordered.

the applicant will be required to treat the well per County requirements and re-test the well. If the contamination cannot be cleared from the well, destruction under permit of this department may be required. Copies of all laboratory results must be submitted to the Project Review Health Specialist.

5. Prior to the issuance of any building permit, an easement is required to be recorded for this project to provide Sonoma County personnel access to any on-site water well serving this project and any required monitoring well to collect water meter readings and groundwater level measurements. Access shall be granted Monday through Friday from 8:00 a.m. to 5:00 p.m. All easement language is subject to review and approval by PRMD-Project Review and County Counsel prior to recordation.

Septic:

6. Prior to building permit issuance and vesting the Use Permit, the applicant shall obtain a permit for the construction of a ~~six~~ **five** bedroom residential facility on APN 109-230-018 the sewage disposal system. The system may require design by a Registered Civil Engineer or Registered Environmental Health Specialist and both soils analysis, percolation and wet weather testing may be required. The sewage system shall meet peak flow discharge of the wastewater from all sources granted in the Use Permit and any additional sources from the parcel plumbed to the disposal system, and shall include the required reserve area.

If a permit for a standard, innovative or experimental sewage disposal system sized to meet all peak flows cannot be issued, then the applicant shall revise the project (fees apply and a hearing may be required) to amend the Use Permit to a reduced size, not to exceed the on-site disposal capabilities of the project site and attendant easements. The Project Review Health Specialist shall receive a final clearance from the Well and Septic Section that all required septic system testing and design elements have been met.

7. Prior to building permit issuance and vesting the Use Permit, the applicant shall have a capacity/wastewater flow analysis and proper functioning of the wastewater system inspection completed by a Registered Civil Engineer or Registered Environmental Health Specialist regarding the existing septic system's ability to accommodate the peak flows from the seasonal campground with eight tent structures with a maximum occupancy of 24 persons, Health Clinic, Senior Center and all other sources granted in the Use Permit and any additional sources from the parcel that are plumbed to this septic system.

Any necessary system expansion or modifications, and demonstration of reserve areas, shall be done under permit and the current standards from the PRMD Well and Septic Section and may require both soils analysis, groundwater and percolation testing. If a permit for a standard, innovative or experimental sewage disposal system sized to meet all peak flows cannot be issued, then the applicant shall revise the project (fees apply and a hearing may be required) to amend the Use Permit to a reduced size, not to exceed the on-site disposal capabilities of the project site and attendant easements. The Project Review Health Specialist shall receive a final clearance from the Well and Septic Section that all required septic system testing and design elements have been met.

8. In-room Jacuzzi tubs, hot tubs or any other over-size tub designed for use by two or more persons, or any common area Jacuzzi or hot tub, or Vichy Shower shall not be allowed unless they are specified in the septic system analysis and additional capacity in the septic system is allocated for their use.
9. Application for wastewater discharge requirements shall be updated (the current permit is WDID NO. 1B00162RSON, issued on May 20, 2005) by the applicant with the North Coast Regional Water Quality Control Board. Documentation of acceptance of a complete application with no initial objections or concerns by the Regional Water Quality Control Board shall be submitted to

Project Review Health prior to building, grading for ponds or septic permit issuance (If the Regional Water Board Water Resource Engineer or Environmental Specialist have objections or concerns then the applicant shall obtain Waste Discharge Requirements prior to building permit issuance). A copy of the waste discharge permit shall be submitted to Project Review Health prior to issuance of a certificate of occupancy or project operation. An application may be printed from: <http://www.waterboards.ca.gov/northcoast/geninfo/genwinerywdr/wine.html>

10. For multi-unit projects served by septic systems, a final summary submittal must be provided by the consultant. It must include the following for each occupied structure and tent structures in an organized booklet format: percolation test(s), hydrometer test(s), ground water test(s) results, and septic system designs including a site map that shows the septic system in relation to the structures and wells on the property.
11. Prior to the issuance of building permits and the start of any construction, plans and specifications for any public swimming pool or spa must be submitted to, and approved by, the Environmental Health Division of the Health Services Department. This condition also applies to restrooms, showers, equipment rooms and fences associated with the pools or spa. Contact the Environmental Health Division at 565-6544 for information. The PRMD Project Review Health Specialist shall receive a letter of approval from the Environmental Health Division to verify compliance with requirements of the State of California regulations on public swimming pools and spas.

Vector Control:

12. A Mosquito and Vector Control Plan acceptable to the Marin-Sonoma Mosquito and Vector Control District (telephone 707-285-2200) shall be submitted prior to the construction of any ponds. The Project Review Health Specialist shall receive a copy of the Vector Control Plan and an acceptance letter from the Marin-Sonoma Mosquito and Vector Control District.

PRIOR TO OCCUPANCY:

13. A separate, dedicated monitoring well is required to be drilled for this project. The monitoring well is required to be drilled under permit of this Department and shall be of a depth, screening and development comparable to the supply well. The monitoring well shall be located as far away from other wells, ponds and wastewater disposal fields as is consistent with being in the same geologic formation as the primary well and being accessible by street vehicle. The monitoring well location shall be approved by PRMD in advance of construction. The monitoring well shall be marked with a water level measuring reference point, and the GPS coordinates (in NAD83 California State Plane II or WGS 84 lat./long.) of the monitoring well shall be submitted to PRMD.

OPERATIONAL REQUIREMENTS:

Water:

14. A safe, potable water supply shall continue to be provided and maintained.
15. The location of the wells, and groundwater elevations and quantities of groundwater extracted for this use shall continue to be monitored quarterly and reported to PRMD in January of the following year pursuant to Section WR-2d of the Sonoma County General Plan and County policies. Annual monitoring fees shall be paid at the rate specified in the County Fee Ordinance. If the County determines that groundwater levels are declining in the basin, then the applicant shall submit and implement a Water Conservation Plan, subject to review and approval by PRMD.
16. Required water meters shall be calibrated, and copies of receipts and correction factors shall be submitted to PRMD Project Review staff at least once every five years.

17. Groundwater elevations and quantities of groundwater extracted for this site shall be monitored and reported to PRMD pursuant to section RC-3b of the Sonoma County General Plan and County policies.
18. Provide one lifeboat kept in good repair, fully equipped with oars, oarlocks, at least two life jackets, two life preserver rings and two hundred feet of rope stationed near the reservoir. The word "LIFEBOAT" shall be plainly painted on both sides of the boat, and the boat shall only be used for emergencies upon the reservoir.

The requirement for emergency equipment does not imply or authorize recreational use of the reservoir, it only acknowledges the general presence of the public and staff at this facility.

Septic:

19. Maintain the Annual Operating Permit for any alternative (mound or pressure distribution) or experimental sewage disposal system installed per Sonoma County Code 24-32, and all applicable waste discharge requirements set by the Regional Water Quality Control Board.
20. Use of the on-site wastewater disposal system shall be in accordance with the design and approval of the system.
21. All future sewage disposal system repairs shall be completed in the Designated Reserve areas and shall meet Class I Standards. Alternate reserve areas may be designated if soil evaluation and testing demonstrate that the alternative reserve area meets or exceeds all of the requirements that would have been met by the original reserve area. If wastewater ponds or a package treatment plant are needed, then a modification of the Use Permit may be required, as determined by PRMD.

Consumer Protection:

22. Obtain and maintain all required Food Industry Permits from the Sonoma County Environmental Health Division prior to serving any food.
23. Maintain all required Food Industry Permits.
24. Prior to the issuance of building permits and the start of any construction, plans and specifications for any retail food facility must be submitted to, and approved by, the Environmental Health Division of the Health Services Department. Contact the Environmental Health Division at 565-6544 for information. The PRMD Project Review Health Specialist shall receive a letter of approval from the Environmental Health Division to verify compliance with requirements of the California Uniform Retail Food Facility Law (CURFFL).
25. Prior to the operation of any public swimming pool or spa, a Swimming Pool Permit must be obtained from the Environmental Health Division of the Health Services Department. The PRMD Project Review Health Specialist shall receive a letter of approval from the Environmental Health Division to verify compliance with requirements of the State of California regulations on public swimming pools and spas.
26. Maintain all required Public Swimming Pool or Spa Permits.

Noise:

27. Noise shall be controlled in accordance with Table NE-2 (or an adjusted Table NE-2 with respect to ambient noise as described in General Plan 2020, Policy NE-1c,) as measured at the exterior property line of any affected residential or sensitive land use:

TABLE NE-2: Maximum Allowable Exterior Noise Exposures

Hourly Noise Metric ¹ , dBA	Daytime (7 a.m. to 10 p.m.)	Nighttime (10 p.m. to 7 a.m.)
L50 (30 minutes in any hour)	50	45
L25 (15 minutes in any hour)	55	50
L08 (5 minutes in any hour)	60	55
L02 (1 minute in any hour)	65	60
¹ The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L02 is the sound level exceeded 1 minute in any hour.		

28. If noise complaints are received from nearby residents, and they appear to be valid complaints in PRMD's opinion, then the applicant shall conduct a Noise Study to determine if the current operations meet noise standards and identify any additional noise Mitigation Measures if necessary. A copy of the Noise Study shall be submitted to the Project Review Health Specialist within sixty days of notification from PRMD that a noise complaint has been received. The owner/operator shall implement any additional Mitigation Measures needed to meet noise standards.

Solid Waste:

29. All garbage and refuse on this site shall accumulate or be stored in non-absorbent, water-tight, vector resistant, durable, easily cleanable, galvanized metal or heavy plastic containers with tight fitting lids. No refuse container shall be filled beyond the capacity to completely close the lid. Garbage and refuse on this site shall accumulate or be stored for no more than seven calendar days, and shall be properly disposed of at a County Transfer Station or County Landfill before the end of the seventh day. Please note that the Local Enforcement Agency (at Environmental Health) bills at an hourly rate for enforcement of violations of the solid waste requirements.

Medical Waste:

30. Maintain all required Medical Waste Permits.

Hazardous Materials Program:

31. Comply with applicable hazardous waste generator, underground storage tank, above ground storage tank and AB2185 (hazardous materials handling) requirements and maintain any applicable permits for these programs from the Hazardous Materials Division of Sonoma County Department of Emergency Services.

TRANSPORTATION AND PUBLIC WORKS:

"The conditions below have been satisfied" BY _____ DATE _____

32. Upon approval of this application by the authorizing body, the Department of Transportation and Public Works (DTPW) will place raised pavement markers along the center of the pavement at one location in order to separate opposing traffic along the vertical curve in the road alignment (post mile 6.82). The DTPW will bill the Applicant for the labor and materials cost of the marker installation. Payment to DTPW is required prior vesting this Use Permit and prior to issuance of building permits for the residential facility and tent platforms.
33. Prior to issuance of a building permit for any new building or prior to any new use of an existing building, the Applicant shall pay Traffic Mitigation fees to the County of Sonoma, as required by

Section 26, Article 98 of the Sonoma County Code.

34. All improvements shall be constructed in accordance with the Department of Transportation and Public Works Road Policy.
35. The applicant shall contact the Sonoma County Department of Transportation and Public Works and have a curve warning and 15 mph advisory speed limit sign installed on Hauser Bridge Road near the intersection of Seaview Drive.

Mitigation Monitoring: The applicant shall contact the Sonoma County Department of Public Works and pay to have a curve warning and 15 mph advisory speed limit sign installed on Hauser Bridge Road near the intersection of Seaview Drive prior to issuance of building/grading permits.

36. Pavement markers shall be placed along the center of the pavement at post mile 6.82 in order to separate opposing traffic along the vertical curve in the road alignment prior to issuance of building/grading permits.

Mitigation Monitoring: The pavement markers shall be installed along the center of the pavement at post mile 6.82 in order to separate opposing traffic along the vertical curve in the road alignment subject to review and approval by Department of Public Works and prior to building/grading permits.

GRADING AND STORM WATER:

"The conditions below have been satisfied" BY _____ DATE _____

37. Prior to issuance of a grading or building permit, the applicant shall submit for review and approval the grading and drainage improvement plans necessary for the proposed project. Drainage improvements shall be designed in accordance with the Sonoma County Water Agency Flood Control Design Criteria and shall maintain sheet flow or existing drainage patterns to the maximum extent practicable. The Improvement Plans shall also include erosion prevention/sediment control measures, details, notes, and specifications to prevent damages and minimize adverse impacts to the environment.
38. The design engineer shall include a grading plan which clearly shows all existing and proposed land features, excavation spoils sites, roads, driveways, buildings, finish floor elevations and drainage facilities such as swales, channels, closed conduits, or drainage structures.
39. The design engineer shall include an erosion prevention/sediment control plan which clearly shows all best management practices (BMP's), pertinent details, notes, and specifications to prevent damage and minimize adverse impacts to the environment.
40. A drainage report/analysis for the proposed project shall be prepared by a civil engineer and be submitted with the grading and/or building permit application. The drainage report shall include, at a minimum, a project narrative, on- & off-site hydrology maps, hydrologic calculations, hydraulic calculations, and an analysis for all pertinent existing and proposed drainage facilities.
41. Drainage improvements shall be designed by a civil engineer in accordance with the Sonoma County Water Agency Flood Control Design Criteria, be shown on the improvement plans, and be submitted to the Drainage Review Section of the Permit and Resource Management Department for review and approval. Drainage improvements shall maintain sheet flow, maintain existing drainage patterns, or convert concentrated flow to sheet flow to the maximum extent practicable.
42. A setback line along the waterway shall be measured from the toe of the stream-bank outward, a distance of 2 ½ times the height of the stream-bank plus 30 feet, or 30 feet outward from the top of the stream-bank whichever distance is greater.

FIRE AND EMERGENCY SERVICES:

"The conditions below have been satisfied" BY _____ DATE _____

43. The subject property must currently be in full compliance with Zoning regulations, Building Code regulations, Hazardous Materials regulations, and Fire Code Regulations. Prior to vesting this use for book storage the Fire Marshal and local Fire Chief shall inspect the facility. The Fire Marshal may impose additional requirements.
44. A building permit shall be obtained for the construction of any new structures, the addition or remodeling of any existing structure, or any change in the use or character of a building that will place it in a different occupancy group:
 - a. If the proposed ~~six~~ **five**-bedroom residential facility is intended to house occupants who are primarily transient in nature, the building shall be constructed as an R-1 Occupancy as defined in the 2010 California Building Code.
 - b. The maximum area of an accessory use structure associated with a residential use of a property is 3,000 sq. ft. (including structures used for storage). The proposed 4,080 sq. ft. "residential storage building" shall be treated as a structure with a commercial use.
45. This facility requires an annual fire safety inspection. The county or fire district which inspects the facility may charge and collect a fee for the inspection from the owner of the facility in an amount, as determined by the county or fire district, sufficient to pay its costs of that inspection.
46. Facility operator shall develop (or update) an emergency response plan consistent with Chapter 4 of the 2010 California Fire Code as adopted and amended by Sonoma County Code. Fire safety plans, emergency procedures, and employee training programs shall be approved by the fire code official.
47. Applicable Fire Code operational permits shall be obtained prior to the initiation of any activity where an operational permit is required by the California Fire Code as adopted and amended by Sonoma County Code. The following Fire Code Operational Permit may be required at this facility:
 - a. Private educational facility
 - b. Hazardous material: storing, transporting on site, dispensing, using or handling hazardous materials
 - c. Hazardous Production Materials facility
 - d. High-piled storage exceeding 500 square feet
 - e. LP-gas Storage and use over 500 gallons water capacity and Operation of cargo tankers that transport LP-gas
 - f. Open flames and candles in connection with an assembly area, dining area of a restaurant or drinking establishment
 - g. Organized camp
 - h. Place of assembly

- i. Residential occupancy housing 10 or more occupants
 - j. Special events
 - k. Temporary membrane structures, tents with an area in excess of 400 square feet
48. Applicable Fire Code construction permits shall be obtained prior to any construction that would require such permit required by California Fire Code as adopted and amended by Sonoma County Code. The following Fire Code Construction Permits may be required for this project:
- a. Automatic fire-extinguishing system
 - b. Fire alarm and detection systems and related equipment
 - c. Fire pumps and related equipment
 - d. Private fire hydrant
49. To facilitate locating an emergency and to avoid delays in response; all existing and newly constructed or approved roadways and buildings whether public or private shall provide for safe access for emergency fire apparatus and civilian evacuation concurrently, and shall provide unobstructed traffic circulation during an emergency, and shall be constructed and maintained as required by Sonoma County Fire Safe Standards and the California Fire Code, as adopted and amended by Sonoma County Code:
- a. All roadways shall provide year-round unobstructed access to conventional drive vehicles, including sedans and fire engines as required by Sonoma County Fire Safe Standards.
 - b. All existing roadway structures, such as bridges and crossings, that are part of an emergency access shall have their allowable weight limit (as determined by an engineer qualified to evaluate roadway structures) posted as required by the California Fire Code as adopted and amended by Sonoma County Code.
 - c. All roadways shall be identified by approved road names posted on signs clearly visible and legible from the roadway and at interchanges, as required by the California Fire Code as adopted and amended by Sonoma County Code, and as required by Sonoma County Fire Safe Standards.
 - d. All buildings shall be identified by approved address numbers, posted on signs clearly visible and legible from the roadway and at interchanges, as required by the California Fire Code as adopted and amended by Sonoma County Code, and as required by Sonoma County Fire Safe Standards.
 - e. Any newly created or approved roadways, newly constructed roadways, extended roadways, and reconstructed or improved roadways shall be constructed and maintained in compliance with the California Fire Code, as adopted and amended by Sonoma County Code, and as required by Sonoma County Fire Safe Standards.
 - f. An affirmative covenant, that includes a road maintenance agreement approved by the County Fire Marshal, shall be created which shall run with the land in perpetuity.
 - g. Individual parcels, buildings, or groups of buildings served by a private driveway or similar roadway system, shall be provided with an address directory as determined by the County Fire Marshal. The address directory shall be placed at the intersection of those roads, streets and/or private lanes. The directory shall be maintained by the property owner, Homeowner's Association, or other individual or group in charge of the property.

50. Emergency water supply for fire protection shall be available and accessible in locations, quantities and delivery rates as specified in the California Fire Code as adopted and amended by Sonoma County Code:
 - a. Fire hydrants shall be installed as required by the California Fire Code as adopted and amended by Sonoma County Code.
 - b. Emergency water supply for fire suppression may be provided in a naturally occurring or manmade containment structure for projects not served by a municipal water system, as long as the specified quantity and delivery rate is immediately provided.
 - c. An affirmative covenant, that includes an emergency water system maintenance agreement approved by the County Fire Marshal, shall be created which shall run with the land in perpetuity.
51. To reduce the intensity of a wildfire by reducing the volume and density of flammable vegetation, the strategic siting of fuel modification and greenbelts shall provide (1) increased safety for emergency fire equipment and evacuating civilians; and (2) a point of attack or defense from a wildfire, and shall be in accordance with the California Fire Code as adopted and amended by Sonoma County Code and Sonoma County Fire Safe Standards:
 - a. On each parcel, building setbacks shall be in compliance with the California Fire Code and California Building Code as adopted and amended by Sonoma County Code, and Sonoma County Fire Safe Standards Section 13-55.
 - b. All existing buildings shall meet the requirements of: California Code of Regulations, Title-19, Division-1, Section 3.07(b); Chapter 3 of the California Fire Code as adopted and amended by Sonoma County Code; and Chapter 49 of the California Fire Code as adopted and amended by Sonoma County Code.
 - c. Any development which designates a facility or land use as a greenbelt shall locate the greenbelt strategically, as a separation between wildland fuels and buildings. The Director of Permit and Resource Management shall approve the location of any greenbelt.
 - d. Building setbacks shall be in compliance with Sonoma County Fire Safe Standards Section 13-55.
 - e. In areas designated as high- or very-high fire severity areas, an approved a vegetation management plan and agreement to perform annual maintenance shall be provided by the applicant and approved by the County Fire Marshal.
 - f. An affirmative covenant, that includes a vegetation management maintenance agreement approved by the County Fire Marshal, which shall run with the land in perpetuity, shall be provided.
52. Existing buildings shall be brought into compliance with the requirements of Chapter 46 of the California Fire Code as adopted and amended by Sonoma County Code.
53. Fire protection systems shall be installed within buildings and structures in compliance with California Fire Code as adopted and amended by Sonoma County Code.
54. Emergency responder radio coverage system shall be provided in compliance with Section 510 of the California Fire Code as adopted and amended by Sonoma County Code.
55. Prior to occupancy, written approval that the required improvements have been installed shall be

provided to PRMD from the County Fire Marshal/Local Fire Protection District.

PLANNING:

"The conditions below have been satisfied BY _____ DATE _____

56. This Use Permit approves a Master Plan for the Ratna Ling Buddhist Retreat Center with an accessory non-profit printing facility allowing the following existing and proposed structures and uses on the 112 acre parcel APN 109-230-024:

Existing Structures located on the East Side of Hauser Bridge Road:

- | | |
|---------------------------------|--|
| a) Lodge | 13, 844 square feet, plus 1/2 footprint basement |
| b) Meditation Hall | 2,025 square feet, plus full basement |
| c) Conference and Library | 2,010 square feet |
| d) Cart Barn | 1,320 square feet |
| e) Cottage 1 | 1,400 square feet |
| f) Cottages 2-14 | 1,010 square feet each |
| g) Water Treatment | 1,200 square feet |
| h) Water Storage Area | 1,320 square feet |
| i) Water Storage Area Buildings | 352, 304, 60, 224 square feet |
| j) Misc. Storage Buildings | 120, 80, 400, 110, 400 square feet |
| k) Pump House | 60 square feet |

Existing Structures on the West Side of Hauser Bridge Road:

- | | |
|---|----------------------|
| a) Cabins 1-9 | 420 square feet each |
| b) Commons Building | 1,012 square feet |
| c) Single Family Dwelling | 1,500 square feet |
| d) Single Family Dwelling | 1,500 square feet |
| e) Linen Storage Building(3) | 110 square feet each |
| f) Garden Shed | 980 square feet |
| g) Garden Shed | 700 square feet |
| h) Single Family Dwelling
(aka Caretakers Residence) | 1,700 square feet |
| i) Office | 1,250 square feet |
| j) Single Family Dwelling
(aka Cooks House) | 3,133 square feet |
| k) Storage Building | 100 square feet |
| l) Storage Building | 100 square feet |
| m) Press Building | 21,234 square feet |
| n) 20 acre foot Reservoir for domestic water purposes | |

Structures previously approved but not yet constructed on the East Side of Hauser Bridge Road:

- | | |
|-------------------------------------|------------------------|
| a) Cottage 15-20 | 1,010 square feet each |
| b) Wellness Center | 9,900 square feet |
| c) Senior Residential Care Facility | 5,900 square feet |

This Use Permit modification allows for expansion of the Ratna Ling Buddhist Retreat Center to include:

- a) a seasonal campground with eight tent structures with a maximum occupancy of 24 persons is allowed to be constructed on the west side of Hauser Bridge Road south of the existing reservoir consistent with the project proposal statement and approved site plan. The seasonal campground may be used from May 1st through October 30th. The

seasonal tents will be constructed on wooden platforms and have electrical hook-ups;

- b) construct 4,080 square feet of residential storage in **four five** buildings;
 - c) The four existing 14,400, 16,000, 2,870, and 6,000, square-foot "Sacred Text Treasury" structures are permitted as permanent book and sacred object storage facilities. The total square footage for all four structures shall not exceed ~~40,560~~ **39,270** square feet in size. No additional storage or accessory uses shall be allowed at this site, including underground storage.
 - d) the construction and operation of a 3,000 square foot ~~six five~~ guestroom retreat/house at 36000 Hauser Bridge Road on a 13 acre parcel, APN 109-230-018, with a maximum occupancy of 12 persons. The use of the house as a retreat is permitted only in conjunction with the retreat center.
57. The total maximum occupancy at any one given time on the project site (35755 and 36000 Hauser Bridge Road) is 122 persons (i.e. residents, retreat guests, workers, and printing press volunteers).
58. The retreat center hours of operation are 24 hours a day, seven days a week. The retreat center is limited to 120 retreats per year as allowed previously by Use Permit UPE04-0032 and described in the Proposal Statements dated May 6, 2004 **and March 26, 2013**.
59. ~~The accessory press facility hours of operation are from 7:00 a.m. to 10:00 p.m., seven days a week.~~ The printing press facility is an **ancillary accessory** use to the retreat center. A commercial printing press facility is not allowed as part of this Use Permit. The maximum occupancy in the non-profit Tibetan Buddhist printing press facility is **94 60 people except for June and July when the maximum occupancy shall be 80 persons** and shall be included in the total on-site maximum occupancy of 122 persons.

Hours of Operation for the accessory press facility for December through August:

Monday through Saturday 7:00 a.m. to 7:00 p.m.: full press operations

Monday through Saturday 7:00 a.m. to 10:00 p.m.: handwork and any work that does not involve heavy equipment, such as the printing presses or forklifts

Hours of Operation for September, October, and November:

Everyday 7:00 a.m. to 7:00 p.m.: full press operations

7:00 a.m. to 10:00 p.m.: handwork and any work that does not involve heavy equipment, such as the printing presses or forklifts

Production or assemblage of the sacred objects are limited to 10% of the printing facility floor area and storage of the non-textual objects shall be limited to the book storage structures ("sacred text treasuries"). "Non-textual sacred objects are defined as: prayer wheels, calendars, cards, wrapping paper, art prints, thankas, malas, prayer flags, meditation cushions and similar objects subject to approval by the Director of PRMD.

60. The use shall be operated in accordance with the proposal statements dated **May 6, 2004**, March 15, 2011, **and** December 19, 2011, **and March 26, 2013** and site plans dated March 10, 2011, **and May 23, 2013**, located in File No. PLP08-0021 as modified by these conditions. This Use Permit (PLP08-0021) shall supersede all prior Use Permits/Zoning Permits (UPE99-0152, UPE04-0032, UPE07-0089, and UPE99-0152).
61. ~~Book production shall be limited to generating an average of one truck round trip per day~~

~~on an annual basis. Truck trips associated with the printing facility include delivery of supplies and transport of finished books and non-textual sacred objects off-site. The size of trucks traveling to and from the project site shall not exceed 24 feet in length.~~

Truck traffic related to the sacred texts and non-textual sacred art is limited to one (1), twenty-four foot (24') long truck round trip per day. The 24' foot limit is measured from the trailer's kingpin to rear axle and does not include the tractor. This limit applies to truck trips delivering supplies to produce the sacred texts, and non-textual sacred art, and transporting the sacred texts and art off the property.

Mitigation Monitoring: The operator shall maintain records of truck deliveries and exports and provide annual reports to PRMD staff on the total number of trips.

62. The height of the two existing book storage structures 14,400 sf and 16,000 sf located on the east side of Hauser Bridge Road shall not exceed 40 feet, provided that they are maintained with non-reflective materials to blend in color with the surrounding vegetation.
63. Retreat guests and printing press volunteers may occupy and utilize all structures on-site as described on the project site plan dated March 10, 2011, **and May 23, 2013**, by Sherwood Design Engineers **and proposal statement dated March 26, 2013**.
64. All buildings on the project site are restricted to the designated areas on the site plan dated March 10, 2011, by Sherwood Design Engineers.
65. The applicant shall record a deed restriction, subject to approval by the Director of PRMD and County Counsel indicating that in the event the property is conveyed to a party not affiliated with the traditions and practices of Tibetan Buddhism, the printing press equipment shall be dismantled and removed prior to conveying the property to the new owner. The accessory use of the printing facility and associated storage shall no longer be permitted accessory uses. The deed restriction shall be recorded prior to commencing this use and prior to vesting this Use Permit.
66. Grading and removal of nesting trees in the vicinity of the proposed **6 five**-guest room retreat/house and tent platforms should be conducted outside the nesting season which occurs between approximately February 15 and August 15.

If grading before February 15 is infeasible and groundbreaking must occur within the breeding season, a pre-construction nesting bird survey of the grasslands and adjacent trees shall be performed by a qualified biologist. If no nesting birds are observed, no further action is required and grading shall occur within one week of the survey to prevent "take" of individual birds that could begin nesting after the survey.

If birds are observed on site after February 15 it will be assumed that they are nesting on site or adjacent to the site and ground breaking shall be delayed until after the young have fledged, as determined by bird surveys by a qualified biologist, or after the nesting season.

Mitigation Monitoring: If construction should occur between February 15 and August 15 the issuance of grading or building permit for the project will not be approved by the Project Review Division until the required pre-construction nesting bird survey is performed by a qualified biologist and approved by the CDFG.

67. A bat habitat assessment shall be conducted by a biologist possessing a Scientific Collection Permit and Memorandum of Understanding with the CDFG for work with bats 45 days prior to commencement of construction to determine presence or absence of the species in the vicinity of the proposed new **6 five**-guest house retreat/house and previously approved Wellness Center (UPE07-0089). Trees containing suitable cavities for roosting bats located in the vicinity of the

proposed new 6-guest retreat/house shall be identified. If retention of these trees is not feasible to accomplish the project objectives, removal must occur under consultation and supervision of a qualified bat biologist, only during seasonal periods of bat activity (Feb. 15 - April 15, and Aug. 31 - October 15).

Mitigation Monitoring: Prior to issuance of a grading or building permit the applicant shall submit to the Project Review Division and the CDFG a bat habitat assessment conducted by a qualified bat biologist. The bat habitat assessment shall be approved by the CDFG.

68. Prior to issuance of any building permit, the permit holder shall submit to PRMD a plan to eliminate any increase in greenhouse gas emissions from project construction and operation through all feasible strategies of carbon off-sets chosen by the permit holder, and to further reduce greenhouse gas emissions to meet Policy 7.1 of the General Plan Open Space & Resource Conservation Element by reducing their greenhouse gas emission by 25% below 1990 levels by 2015. The plan shall include but not limited to, use of more fuel efficient trucks, use of alternative energy resources to offset increased demand, reduced truck idling times, sequestration agreements, purchase of carbon credits, off-site mitigation, and/or other measures allowed by law. The plan shall be subject to review and approval by PRMD and shall quantify the project's annual emissions and expected reductions and be verified and certified by a qualified, independent entity approved by the County. The actions specified in the approved plan shall be implemented by the permit holder as set forth in the plan.

69. All new construction shall be constructed using the Sonoma County Green Building Program Standards.

70. The Use Permit shall be subject to a review of approval three years after this approval. The applicant shall submit deposit for such as part of the conditions of compliance which will provide for modification or revocation of the permit. The three year review shall be a noticed a public hearing and shall include larger area of notification than the normal 300 foot range.

71. All light fixtures in new ~~6~~ **five**-guest room retreat/house and storage buildings shall be fitted with low energy bulbs such as fluorescent or L.E.D. bulbs, consistent with Sonoma County's Green Building Standards and energy efficiency ordinance.

Mitigation Monitoring: The PRMD Building Division shall not issue a building permit unless the project conforms to all current Green Building Standards, including lighting.

72. Ultra low flow water usage appliances and fixtures shall be installed in the new ~~6~~ **five**-guest room retreat/house located on APN 109-230-018. The applicant shall supply a specification sheet and certification that fixtures and appliances meet EPA water sense standards.

Mitigation Monitoring: PRMD Building Division will not issue a building permit unless the project conforms to all current Green Building Standards.

73. Prior to issuance of building permits, an exterior lighting plan shall be submitted for review and approval by the Design Review Committee or the Project Planner. Exterior lighting shall be low mounted, downward casting and fully shielded to prevent glare. Lighting shall not wash out structures or any portions of the site. Light fixtures shall not be located at the periphery of the property and shall not spill over onto adjacent properties or into the night sky. Flood lights are not permitted. Exterior lighting shall not exceed 100 watts or equivalent lumens.

74. All building and/or grading permits shall have the following note printed on plan sheets:

"In the event that archaeological resources such as pottery, arrowheads, midden or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD - Project Review

staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. PRMD staff may consult and/or notify the appropriate tribal representative from tribes known to PRMD to have interests in the area. Artifacts associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic resources include hearths, firepits, or house floor depressions whereas typical mortuary resources are represented by human skeletal remains. Historic artifacts potentially include all by-products of human land use greater than fifty (50) years of age including trash pits older than fifty (50) years of age. When contacted, a member of PRMD Project Review staff and the archaeologist shall visit the site to determine the extent of the resources and to develop and coordinate proper protection/mitigation measures required for the discovery. PRMD may refer the mitigation/protection plan to designated tribal representatives for review and comment. No work shall commence until a protection/mitigation plan is reviewed and approved by PRMD - Project Review staff. Mitigations may include avoidance, removal, preservation and/or recordation in accordance with California law. Archeological evaluation and mitigation shall be at the applicant's sole expense.

"If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and PRMD staff, County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated and the appropriate provisions of the California Government Code and California Public Resources Code will be followed."

Mitigation Monitoring: Building/grading permits shall not be approved for issuance by Project Review staff until the above notes are printed on the building, grading and improvement plans.

75. The project shall comply with all provisions of the County Low Water Use Landscaping Ordinance. A Water Conservation Plan shall be submitted for all landscaping prior to building permit issuance, subject to PRMD review and approval. The Water Conservation Plan shall comply with all provisions of the County Water Efficient Landscaping Ordinance. Verification from a qualified irrigation specialist that landscaping complies with the County Ordinance shall be provided prior to building permit issuance. The measures in the plan shall be implemented and verified by PRMD staff prior to Certificate of Occupancy.
76. All grading and development on site shall be done in compliance with the County Tree Protection Ordinance, including protection of trees during construction with a chain link fence at the dripline, and replacement of damaged or removed trees. The project's grading and landscape plans shall detail all tree protection implementation measures.

Mitigation Monitoring: PRMD shall not sign off the grading or building permit for issuance until the project grading and landscape construction documents clearly show all tree protection measures (as required in the County Tree Protection Ordinance). PRMD shall not sign off the grading or building permit for occupancy until a site inspection has been conducted, and the applicant has provided written verification from the project's landscape architect or contractor, that the tree protection measures were complied with.

77. The permit holder shall be responsible for controlling dust and debris during all construction phases. The following dust control measures shall be followed during construction:
 - a. Water or dust palliative shall be sprayed on unpaved construction and staging areas during construction as necessary to control dust.
 - b. Trucks hauling soil, sand and other loose materials over public roads will cover the loads, or will keep the loads at least two feet below the level of the sides of the container, or will wet the load sufficiently to prevent dust emissions.

- c. Paved roads will be swept as needed to remove soil that has been carried onto them from the project site.
- d. Water or other dust palliative will be applied to stockpiles of soil as needed to control dust.

Mitigation Monitoring: Building or grading permits shall not be issued for construction activities until the above notes are printed on construction plans. PRMD shall conduct an on-site investigation if dust complaints are received. If determined complaints are warranted, the Permit Holder shall implement greater dust control measures or PRMD may issue a stop work order.

- 78. **In the event of a drought year, the applicant shall proportionally reduce its occupancy to correspond to the reduced rainfall. For purposes of this condition "drought year" shall mean that there is less than 18 inches of rainfall for the entire rainy season, as the rainfall is measured on the Project Site on March 1 of each year. The applicant may install its own rain meter or may hire a consultant to measure the rainfall. In the event that there is less than 18 inches of rainfall on March 1, the applicant shall do all of the following: (i) reduce water used to supply landscaping and all other non-domestic uses and (ii) have a qualified person, as determined by PRMD, calculate proportionally reduced occupancy rates based on the amount of water available after the applicant reduces the water demand for non-domestic uses. The applicant shall adhere to the qualified person's reduced occupancy recommendations occupancy reductions subject to review and approval by the Director of PRMD.**
- 79. **The applicant shall pay Timber Cove Fire Protection District \$2,500 per year for training related to suppressing industrial fires at the religious printing facility or the sacred text storage structures.**
- 80. **Make a good faith effort in the opinion of the PRMD Director to provide Timber Cove Fire Protection District with volunteers who are willing to serve as volunteer fire fighters with the District.**
- 81. **The applicant shall coordinate with the Sonoma County Fire Marshall and the Timber Cove Fire Protection District to install additional on-site fire fighting infrastructure for the sacred text storage structure subject to approval of the Sonoma County Fire Marshall.**
- 82. **If the printing and storage facilities are removed, then the obligations set forth in condition number 79, 80, and 81 shall no longer apply.**
- 83. Development on this parcel is subject to the Sonoma County Fire Safe Standards and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building sites), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District.
- 84. The applicant shall include these Conditions of Approval on a separate sheet(s) of plan sets to be submitted for building and grading permit applications.
- 85. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of \$50.00 (or latest fee in effect at time of payment) for County Clerk processing, and \$2,181.25 (or latest fee in effect at time of payment) because a Mitigated Negative Declaration was prepared, for a **total of \$2,231.25 made payable to Sonoma County Clerk** and submitted to PRMD. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days

after approval of the project, it will extend time frames for CEQA legal challenges.

86. The applicant shall pay all applicable development fees prior to issuance of building permits.
 87. Construction of new or expanded non-residential development on each lot shall be subject to Workforce Housing Requirements pursuant to 26-89-045 of the Sonoma County Code.
 88. Prior to vesting of this Use Permit or issuance of building permits, the applicant/operator shall enter into an agreement with the County to pay an annual fee equal to and in lieu of transient occupancy taxes for the retreat/camping use.
 89. This use shall be constructed, maintained, and operated in conformance with all applicable county, state, and federal statutes, ordinances, rules, and regulations. A violation of any applicable statute, ordinance, rule or regulation shall be a violation of the Use Permit, subject to revocation.
 90. At the time of submitting a building permit application, the applicant shall submit to PRMD a Condition Compliance Review fee deposit (amount to be determined consistent with the ordinance in effect at the time). In addition, the applicant shall be responsible for payment of any additional compliance review fees that exceed the initial deposit (based upon hours of staff time worked) prior to final inspection being granted.
 91. This "At Cost" entitlement is not vested until all permit processing costs are paid in full. Additionally, no grading or building permits shall be issued until all permit processing costs are paid in full.
 92. Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of PRMD or the Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified Use Permit and additional environmental review.
 93. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved permit. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from PRMD, and shall not affect the original permit approval date or the term for expiration of the permit.
- The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.
94. This permit shall be subject to revocation or modification by the Board of Zoning Adjustments if:
(a) the Board finds that there has been noncompliance with any of the conditions or (b) the Board finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

In any case where a Use Permit has not been used within two (2) year after the date of the granting thereof, or for such additional period as may be specified in the permit, such permit shall become automatically void and of no further effect, provided however, that upon written request by the applicant prior to the expiration of the two year period the permit approval may be

extended for not more than one (1) year by the authority which granted the original permit pursuant to Section 26-92-130 of the Sonoma County Code.

LAW OFFICES OF
CLEMENT, FITZPATRICK & KENWORTHY
INCORPORATED
3333 MENDOCINO AVENUE, SUITE 200
SANTA ROSA, CALIFORNIA 95403
FAX: 707 546-1360
—
TELEPHONE: (707) 523-1181

TINA WALLIS
twallis@cflk.com

May 15, 2014

VIA EMAIL:

David.hurst@sonoma-county.org

David Hurst
Office of the Sonoma County Counsel
575 Administration Drive, Room 105-A
Santa Rosa, CA 95403

Re: *PLP 08-0021/Ratna Ling*

Dear David:

In accordance with the Board of Supervisor's direction during the April 8, 2014 hearing on an appeal of the Board of Zoning Adjustments' unanimous approval of Ratna Ling's Master Use Permit application, Ratna Ling will agree to the following two conditions of approval for the Master Use Permit:

1. Fire Fees

Upon expiration of the statute of limitations to challenge the County's approval of the Master Use Permit or when there is a final decision in favor of the permit holder in any litigation challenging this Master Use Permit, whichever is later, the permit holder shall:

- (i) offer to pay Timber Cove Fire Protection District ("TCFPD") up to \$2,500 per year for training, or the actual cost of training whichever is less, to respond to any fire that may occur at the religious printing facility or the sacred text storage structures;
- (ii) make a good faith effort to provide two (2) volunteers are who willing to serve as volunteer fire fighters at TCFPD;
- (iii) Any obligation imposed by this paragraph exists only so long as the religious printing facility and sacred text storage

structures remain on the Project Site. If these facilities are removed, then the obligations set forth in this condition shall automatically expire without any further action by any person.

For purposes of this condition "final decision" shall mean that that a court issues a non-appealable order or that an appealable order is entered, the time to challenge the appealable order has lapsed, and no appeal is filed.

2. Religious Printing Facility

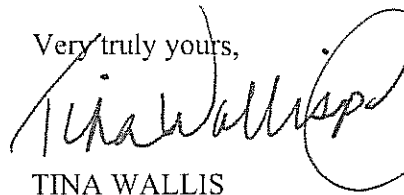
Hours for December through August

Monday through Saturday 7:00 a.m. - 7:00 p.m.: full press operations
Monday through Saturday 7:00 a.m. - 10:00 p.m.: handwork or any work that does not involve heavy equipment, such as the printing presses or forklifts

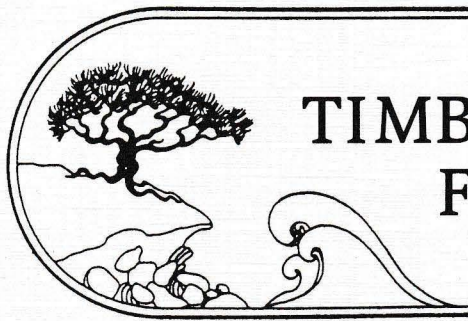
Hours for September, October, and November

Everyday 7:00 a.m. - 7:00 p.m.: full press operations
7:00 a.m.- 10:00 p.m.: handwork or any work that does not involve heavy equipment, such as the printing presses or forklifts"

Please call me at 523-1181 if you have any questions about this letter.

Very truly yours,

TINA WALLIS

/tw
c: client



TIMBER COVE F. P. D.

David Hurst

May 29, 2014

Office of the Sonoma County Counsel
575 Administration Drive, Room 105A
Santa Rosa, CA 95403

via email: David.hurst@sonoma-county.org

Subject: PLP-08-0021 Ratna Ling

Dear Mr. Hurst

The Timber Cove Fire Protection District strongly opposes the approval by straw vote, of the subject Use Permit, which places the burden of suppressing potential industrial fires at the subject property on a small, under-funded rural volunteer fire district without the training, equipment, or other resources to safely fight industrial fires or HazMat emergencies.

It is a violation of the General plan, makes no common sense, and sets a dangerous precedent to approve an industrial printing facility and industrial book-and-paper storage warehouses in a rural area of Sonoma County zoned RRD without the infrastructure to manage industrial fires and HazMat emergencies.

A letter written by Clement, Fitzpatrick & Kenworthy, attorneys for the applicants of the subject project dated May 15, 2014 addressed you has come to our attention. The letter addresses mitigation measures for fire resources based on the project's recent approval.

We are very concerned that the Timber Cove Fire Protection District was excluded from the fire mitigation discussions.

After reviewing the letter and consulting with several other fire departments in Sonoma County, we have concluded that the proposal described in Section 1 of that letter is inadequate and displays a complete lack of understanding of the issue. We reject it out of hand. Giving the Timber Cove Fire Protection District the meager sum offered in this proposal will not, in any way resolve the issue.

TIMBER COVE FIRE PROTECTION DISTRICT
30800 SEAVIEW ROAD • CAZADERO, CA 95421 • PHONE (707) 847-3299 • FAX (707) 847-3279

Ratna Ling / Dharma Press is a large scale industrial printing operation and it moved to a rural location that has very limited infrastructure to suppress industrial fires, unlike cities or other areas which are zoned for industrial use.

As stated at the Board of Supervisors hearing by the Timber Cove Fire Chief, "the Timber Cove Fire Protection District, like all other rural volunteer fire districts in the west county, does not have the training nor the **equipment** to suppress industrial fires."

1. If the straw vote is reversed at the June 24 hearing, the following proposal would apply since the industrial printing press would still be in operation at Ratna Ling at production rates far in excess of the 2004 Use Permit Conditions. (Unlimited production)
2. If the straw vote stands, the following proposal applies since both the industrial printing press and the tent book-and-paper storage warehouses would be in operation at Ratna Ling.

The Timber Cove Fire Protection District proposes that the Board of Supervisors, when they meet to determine additional Conditions of Approval for PLP08-0021, add the following conditions:

Proposal

1. Provide funds for a Type 1 engine capable of pumping 1,500 gpm, with a deck gun, 1,000 gallon tank with hydrant connections, and fully equipped with 2 1/2" hose, nozzles, ladders, SCBAs, suction hose, and other hardware and tools.
Approximately **\$375,000**
2. Provide funds for an addition to the existing fire station to house the Type 1 engine.
Approximately **\$150,000**
3. Provide yearly funding for Training, Operations, and Equipment upgrades related to suppressing industrial fires.
Amount to be Determined Prior to Final Approval

These conditions would be similar to casino mitigation fees for fire & rescue which are commonly required in Sonoma County.

The above requirements are based on the following conditions and discussions with fire departments located in industrial zones:

Fire departments in industrial zoned areas would respond to an industrial fire such as one in Ratna Ling's printing plant or the 40,000 square foot book-and-paper tent storage warehouses with multiple Type 1 engines, a ladder truck, an ambulance, a Rapid Intervention Crew (RIC), Breathing Air Salvage Truck, station coverage, and support from adjacent fire departments. They would have the ability to pump 2,000 to 3,000 gpm of water. Initial Response times would be 5 minutes or less.

Timber Cove Fire Protection District does not have, among other things, a Type 1 engine. Our engines are designed to fight wildland fires and *conventional* structure fires. One of our mutual aid neighboring fire departments does have a Type 1 engine, but their response time to our district can be from 30 to 45 minutes.

Even with a Type 1 Engine and the training required to deal with industrial fires, there is no guarantee that TCFPD would be able to suppress a fully involved industrial fire in the printing plant or storage warehouses, or make an interior attack.

However, what TCFPD would anticipate accomplishing is the protection of exposures and the prevention of fire spreading to adjacent buildings on the Ratna Ling campus and the surrounding community, including Salt Point State Park.

A Type 1 Engine with a 1,500 gpm pump and a deck gun using Ratna Ling's existing hydrants may hold the fire in check or extinguish it before additional engines arrive.

It is the responsibility of Ratna Ling - and the Board of Supervisors - who voted to approve the subject Use Permit against the advice of this fire department - to fix the problem that they created: Allowing an industrial facility in an RRD zone.

Yours truly



Bob Dickson, President
TCFPD Board of Directors

cc: Sonoma County Board of Supervisors
Tennis Wick, Director, PRMD



EDMUND G. BROWN JR.
GOVERNOR

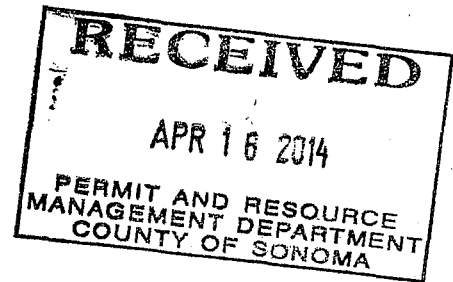
STATE OF CALIFORNIA
GOVERNOR'S OFFICE of PLANNING AND RESEARCH
STATE CLEARINGHOUSE AND PLANNING UNIT



KEN ALEX
DIRECTOR

April 15, 2014

Cynthia Demidovich
Sonoma County Permit and Resource Management Dept.
2550 Ventura Avenue
Santa Rosa, CA 95403-2829



Subject: Ratna Ling Retreat Center (PLP08-0021)
SCH#: 2012022033

Dear Cynthia Demidovich:

The State Clearinghouse submitted the above named Supplemental EIR to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on April 14, 2014, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan
Director, State Clearinghouse

Enclosures

cc: Resources Agency

**Document Details Report
State Clearinghouse Data Base**

SCH# 2012022033
Project Title Ratna Ling Retreat Center (PLP08-0021)
Lead Agency Sonoma County

Type SIR Supplemental EIR
Description Note: Reference SCH# 2008062094

This is a request for a Master Use Permit for the Ratna Ling Buddhist Retreat Center. The MUP will harmonize previously approved and new uses in a single document. The MUP will expand an existing non-commercial Buddhist Retreat Center. No physical expansion of the existing accessory, not for profit Tibetan Buddhist printing facility is proposed.

Lead Agency Contact

Name Cynthia Demidovich
Agency Sonoma County Permit and Resource Management Dept.
Phone 707 565 1754 **Fax**
email
Address 2550 Ventura Avenue
City Santa Rosa **State** CA **Zip** 95403-2829

Project Location

County Sonoma
City
Region
Lat / Long 38° 35' 54.5" N / 123° 18' 5.40" W
Cross Streets Kruse Ranch Road
Parcel No. 109-230-024 & 109-230-018
Township 9N **Range** 13W **Section** 27 **Base** MDB&M

Proximity to:

Highways

Airports

Railways

Waterways 900 Feet

Schools

Land Use Buddhist Monastery & Religious Retreat Center / (RRD) Resources and Rural Development, 240 acre density / Resources and Rural Development, 240 acre density

Project Issues Traffic/Circulation; Other Issues

Reviewing Agencies Resources Agency; Department of Fish and Wildlife, Region 3; Cal Fire; Office of Historic Preservation; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 4; Air Resources Board; Regional Water Quality Control Board, Region 1; Native American Heritage Commission

Date Received 02/28/2014 **Start of Review** 02/28/2014 **End of Review** 04/14/2014



State of California – The Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 Bay Delta Region
 7329 Silverado Trail
 Napa, CA 94558
 (707) 944-5500
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
 CHARLTON H. BONHAM, Director



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RECEIVED

MAR 26 2014

STATE CLEARING HOUSE

March 19, 2014

Ms. Cynthia Demidovich
 Sonoma County
 Department of Permit and Resource Management
 2550 Ventura Boulevard
 Santa Rosa, CA 95403

Dear Ms. Demidovich:

Subject: Ratna Ling Retreat Center (PLP08-0021), Subsequent Mitigated Negative Declaration SCH #2012022033, Town of Cazadero, Sonoma County.

The California Department of Fish and Wildlife (CDFW) has reviewed the Subsequent Mitigated Negative Declaration (MND) for the Ratna Ling Retreat Center (PLP08-0021) (Project). The Subsequent MND was received in our office on March 3, 2014.

The Project, located at 35755 and 36000 Hauser Bridge Road, in the Town of Cazadero, Sonoma County, includes the construction of a five bedroom residence; seasonal erection of eight tent cabin structures from May 1 to October 30; construction of five new 1,010-square-foot cottages; as well as other usage restrictions related to facility occupancy, building uses and traffic to be approved under a Master Use Permit for the site.

CDFW is identified as a Trustee Agency pursuant to the California Environmental Quality Act (CEQA) §15386. As a trustee for the State's fish and wildlife resources, CDFW has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species pursuant to California Fish and Game Code §1802. CDFW is also considered a Responsible Agency if the project would require discretionary approval, such as a California Endangered Species Act (CESA) Permit, the Native Plant Protection Act, a Lake and Streambed Alteration Agreement and other provisions of the Fish and Game Code that afford protection to the State's fish and wildlife trust resources. Pursuant to our jurisdiction, CDFW has the following concerns, comments, and recommendations regarding the proposed Project.

Northern Spotted Owl

The mixed evergreen forest surrounding the Project site is known to provide habitat to northern spotted owl (NSO). CDFW's Spotted Owl Observations Database confirms positive observations of NSO less than one-mile from the Project site.

In December 2013, NSO was advanced to a one-year "candidacy" as a threatened or endangered species by the California Fish and Game Commission. During this time period, "take" as defined in the Fish and Game Code § 86 shall be prohibited unless authorized by CDFW pursuant to §§ 2080.1, 2091(a), or 2081(b) of CESA. NSO is also a federally threatened species.

Ms. Cynthia Demidovich

March 19, 2014

Page 2

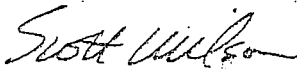
According to the Subsequent MND, the Project will not result in the removal or alteration of optimal NSO habitat. However, short-term adverse impacts of Project activities, such as disturbance from elevated sound levels or human presence near nest sites during construction activities, can lead to temporary displacement or abandonment by the adult of a nest and eggs. Disturbance may reach the level of take when at least one of the following conditions is met: Project-generated sound exceeds ambient nesting conditions by 20 to 25 decibels (dB); Project-generated sound, when added to existing ambient conditions, exceeds 90dB; human activities occur within a visual line-of-site distance of 40 meters or less from a nest. Due to Project activities occurring adjacent to documented NSO habitat, CDFW recommends that protocol level surveys for NSO be performed prior to project activities and following the U.S. Fish and Wildlife Service's *Protocol for Surveying Proposed Management Activities that May Impact Northern Spotted Owls* (USFWS, 2011, with 2012 revisions) including Section 9.0, "Surveys for Disturbance-Only Projects." The MND should address noise and visual disturbance on NSO from Project activities and provide measures to avoid or minimize disturbance to active nest sites near the Project footprint. USFWS has provided technical guidance for analyzing when sound and visual disturbance reaches a level that may result in take in their document, *Estimating the Effects of Auditory and Visual Disturbance to Northern Spotted Owls and Marbled Murrelets in Northwestern California*, dated July 26, 2006. Avoidance and minimization measures should include: seasonal no-work buffers around the activity center as described in the USFWS's *Northern Spotted Owl Take Avoidance Analysis and Guidance* (2011) or alternative measures approved by USFWS and CDFW.

California Endangered Species Act

Please be advised that a CESA Permit must be obtained if the project has the potential to result in take of species of plants or animals listed under CESA, either during construction or over the life of the project. Issuance of a CESA Permit is subject to CEQA documentation. Therefore, the CEQA document must specify impacts, mitigation measures, and a mitigation monitoring and reporting program. If the Project will impact CESA-listed species, early consultation is encouraged, as significant modification to the Project and mitigation measures may be required in order to obtain a CESA Permit.

CDFW appreciates the opportunity to comment on the Ratna Ling Retreat Center Project. CDFW staff is available to meet with you to further clarify our comments and provide technical assistance on any changes necessary to protect resources. If you have any questions, please contact Mr. Adam McKannay, Environmental Scientist, at (707) 944-5534; or Ms. Karen Weiss, Senior Environmental Scientist (Supervisory), at (707) 944-5525.

Sincerely,



Scott Wilson

Regional Manager

Bay Delta Region

cc: State Clearinghouse

Cynthia Demidovich

From: Yanina santoro [yani_ruby@hotmail.com]
Sent: April 08, 2014 1:32 PM
To: Cynthia Demidovich; genegretchen@yahoo.com; Efren Carrillo; Susan Gorin; Mike McGuire; David Rabbitt; Shirlee Zane
Subject: mensaje

Estimada Señora / Estimado Señor ,

Este email es para hacerle saber que vengo regularmente al Centro de Retiros Ratna Ling. A veces vengo más de una vez al año, y siempre aprecio mucho mi tiempo allí.

Yo soy de Argentina, y además de las Meditaciones de Yoga Kum Nye y de las Enseñanzas tradicionales de Dharma, valoro sobre todo nuestro tiempo de práctica de trabajo .

Cada día durante los retiros, vamos al proyecto de textos tibetanos y ayudamos con la encuadernación de libros tibetanos. A veces ordenamos los libros o coloreamos sus bordes o ayudamos a llenar los bolsillos de la encuadernadora.

No puedo expresar con palabras lo importante para mí ha sido esta práctica de trabajo. Es como meditación, y estoy comprometido con los textos antiguos. También es muy valiosa porque en el aula hacemos trabajo con el cuerpo y la mente, pero no con las manos por lo que durante la práctica de trabajo puedo de hecho tocar los materiales de los textos sagrados y los ayudo en su siguiente fase del proceso. Es como que estoy corporizando los libros que estoy ayudando a encuadernar .

Por supuesto, también sé lo que ocurre con los libros, que están siendo enviados a la India y distribuidos gratuitamente a los monjes y monjas tibetanos en exilio. Conozco personas que han ido a la distribución anual y me han transmitido lo agradecidos que están las monjas, monjes y laicos al recibir estos textos antiguos.

Por favor, ten en cuenta mis palabras cuando digo que este trabajo con los textos tibetanos es muypreciado para mí, y para mí es una parte integral para el aprendizaje del Dharma y para hacer mi vida más espiritual.

Atentamente,

yanina santoro

-->

Cynthia Demidovich

From: Christian Doering [c.doering@comcast.net]
Sent: April 09, 2014 9:16 AM
To: Efren Carrillo; Susan Gorin; Mike McGuire; David Rabbitt; Shirlee Zane
Cc: Cynthia Demidovich; Gene Gretchen
Subject: Ratna Ling Master Use Permit

As a Sonoma County resident and neighbor of Ratna Ling, I am pleased that the Board of Supervisors has denied the appeal by a small group of Cazadero residents, and approved the Master Use Permit that allows Ratna Ling to continue offering direct experience of Tibetan Buddhism, including the traditional practice of producing sacred texts. As a volunteer participant, I've found both the classes and the practical work experience available at Ratna Ling to be of great value. It is a benefit to our county that these experiences will become more widely available to people of limited means as a result of your action yesterday.

I attended the hearing yesterday. I want to express my gratitude to all the members of the Board for your thoroughness and attention to detail in reviewing your staff report and the presentations by Ratna Ling and the appellants. I commend your patience and tolerance in listening to public comments of all kinds.

I was dismayed to see that two of your members voted to uphold the appeal. Their statements were not about the Master Use Permit, but about the press operations which were permitted in 2004 and have been approved numerous times since by the Board of Supervisors, the Board of Zoning Adjustment and the Permit and Resource Management Department, and again on this occasion received a completely positive staff report. With good and sufficient reason, I might add. Those who choose to look at the facts of this matter, and not at the distortions, out-of-context and out-of-date information, and out-and-out lies perpetrated by a small group of local residents, have understood and continue to understand that Ratna Ling's press operations:

- a) have had no visible or for that matter invisible negative effects on the environment during the period of operation, which encompasses at least the past 7 years
- b) are performing an extremely valuable service by distributing sacred texts and teachings to refugees in India, most of whom who do not have access to the Internet
- c) are an integral part of the traditional Tibetan Buddhist practices that volunteers at Ratna Ling and students of Tarthang Tulku Rinpoche and his teachings follow.

It is regrettable that a small but vocal minority of local residents continues to repeat specious arguments, to use biased and misrepresentative terms such as "industrial," to present their one-sided interpretations of past incidents as facts, and in some cases to lie in their testimony before the Board, all in an attempt to force the press to move to someone else's back yard. It may seem reasonable to conclude that this determined onslaught of ill-will had its origin in some misbehavior by Ratna Ling. This is not the case. I believe that you have the following list in your documentation. I repeat it here because it became obvious that some of you have not given it the attention it deserves. Unlike the flood of comments, arguments and "evidence" presented by the group that defines itself in opposition to Ratna Ling, these are facts that will stand up to unbiased investigation by unprejudiced third parties. Ratna Ling has:

1. sponsored open houses for the local community since 2005
2. required all construction workers to carpool in vehicles identified as Ratna Ling vehicles
3. began negotiations with a steering committee of neighbors in 2009
4. maintained a voluntary moratorium on construction since 2009
5. presented the details of its Master Use Permit application to this steering committee in 2011
6. presented the details of its Master Use Permit application to the wider community in February 2012
7. held a community open house in early April of this year on the matter that came before the Board yesterday

8. has offered free yoga classes to local residents, and continues to do so
9. purchased goods and services from nearly 200 local vendors from Gualala to Sebastopol, Santa Rosa and Petaluma
10. employed over 150 Sonoma County residents, either directly or through contractors and subcontractors
11. held frequent meetings with representatives of the local community for over two years, and continues to invite residents to present their concerns over lunch
12. donated a new high-performance fire truck to the Timber Cove Volunteer Fire Department (TCVFD) at a cost of \$280,000
13. facilitated a controlled burn of an obsolete structure for training purposes
14. made its reservoir, with a capacity of 6.5 million gallons, available for fire fighting
15. installed wet draft fire hydrants
16. donated cash at TCVFD fund-raising events
17. provided volunteer assistance at TCVFD fund-raising events such as the Mother's Day breakfast
18. established an emergency helipad for use by the TCVFD, and continues to do so
19. encouraged its volunteers to become members of the TCVFD: they now respond to emergency calls like other fire department members who live in the area
20. participated as a founding member in the Ridge Emergency Communication Group of short-wave radio operators who train weekly on emergency procedures
21. donated a \$10,000 emergency shelter trailer to the Red Cross
22. designated its facilities as a Red Cross disaster shelter for the district
23. hosted Red Cross training sessions, and continues to do so
24. opens its conference facilities free of charge to the Coastal Life Support District (local ambulance service), Redwood Coast Medical Services (local clinic) and other non-profits in the area
25. has donated a play room, books and paper to the Fort Ross School
26. maintained a presence at the local Farmers' Market and continues to do so
27. installed a bicycle water fountain, bike racks and resting stones on a pullout from Hauser Bridge Road

As this lengthy list shows, Ratna Ling has consistently been a good neighbor and continues to do so. This is also, as I understand it, part and parcel of their Buddhist practice. It is certainly regrettable that a few of their neighbors have chosen to reflect the good will that has been demonstrated by Ratna Ling on numerous occasions, and to respond instead with vehement animosity, distortion of the facts, and even outright lies. I urge Supervisors Gorin and Zane to take another look at the reports of objective observers, including Board staff, who have found no substantial basis for the claims made by the opponents of Ranta Ling.

As I said to you during the hearing, I have personal experience of the work at Ratna Ling. I consider it a great privilege to have been allowed to take part in it and I am very pleased that you have allowed Ratna Ling to continue offering these opportunities and to make them more widely available.

Sincerely,

Christian Doering

William Passaretti

Subject: FW: Ratna Ling Retreat Center

March 31, 2014

Dear Madam,

I am sending you this email because I want to you to know that I frequently spend time at the Ratna Ling Retreat Center in Sonoma County both volunteering my time and also participating in retreats. For me Ratna Ling continues to be a wonderful spiritual resource and support for my very busy and responsible life.

My home is in Sebastopol and I feel very fortunate that Ratna Ling is locally available for truly authentic and traditional Dharma Teachings and practice. The meditation and work practice that Ratna Ling offers together is a rare opportunity to fully understand the deeper meaning of the Buddhist teachings giving me the opportunity to work with sacred scriptures and support others in the global Buddhist community at the same time.

Of course this work practice I speak of takes place at the press facility that prints and binds sacred books that have been rescued from Tibetan Monasteries that were destroyed during our lifetime. It is a monumental effort that saves for future generations the incredible value of thousands of years of human inquiry, understanding and wisdom. For me the work with the books is one of the most valuable activities in my busy life, not only does it give me a practical expression of my meditation practice but the benefit of the content is immeasurable in a world that needs a clear understanding and path to the development of the remarkable positive potential that each of us is capable of.

Furthermore, there is no monetary benefit for Ratna Ling or any of us that volunteer our efforts in this undertaking. All of these books are given away to monks, nuns and lay people that treasure these teachings as the core of their spiritual lives. I have personally witnessed the distribution of books in India. To the thousands of people that have received these books, sacred paintings and other sacred objects, it is a miracle, a miracle from the West, from the United States, from Sonoma County and their gratitude is profound.

For me, Ratna Ling is a precious jewel here in Sonoma County. Please understand the value of this ongoing endeavor by so many and support the existence and functioning of this rare opportunity to make a positive difference in our world.

Sincerely yours,

James H. McNulty
8340 Blackney Road
Sebastopol, CA 95472
(707) 824-9533

POB 22
(15610 Meyers Grade Rd.)
Jenner, CA 95450
March 31, 2014

Cynthia Demidovich, Project Planner 111
Sonoma County PRMD, 2550 Ventura Avenue, Santa Rosa, CA 95403

Project File No. PLP08-0021, Ratna Ling Retreat Center

Once again we are writing to express our strong opposition to another incursion into and weakening of the protected status of this coastal Resource and Rural Development Area. We refer to the new use permit requested by Ratna Ling Retreat/Dharma Press that will significantly increase the size and impact of its activities, including an industrial scale printing business cloaked in the humble robes of 'religious activity'.


For a faith based organization, Ratna Ling/Dharma Press has certainly not acted in good faith in its unrelenting expansion. Approval of this industrial level use of the land will set a terrible precedent, besides the hazards and strains it already brings to the community.


This is a high risk fire zone with limited water resources. Our small volunteer fire department is not at all equipped to handle industrial level fires, increasing the possibility of a catastrophic wildfire. Forty foot trucks and trailers have no place on our narrow, marginally maintained roads, which are often shoulderless with blind curves and frequent dense fog of sometimes zero visibility. In some places, the roads are barely one and a half lanes wide. Increased population density further strains already stressed emergency services and water resources.

Ratna Ling/Dharma Press pays no taxes. Local landowners who do pay significant taxes must conform to stringent codes in terms of number of residential units, water usage, and fire safety. As for the disingenuous claim that Dharma Press is non-profit, it is well known that profits from Dharma Press were used to partly fund the multimillion dollar extravaganza of Odiyan.

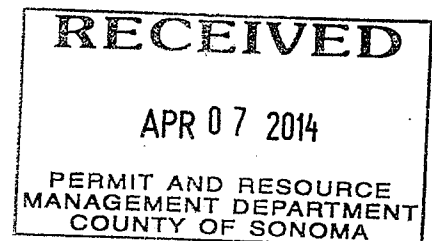
So why is the county ignoring the very real concerns of the local community in terms of public safety and environmental protection, the 'common good', if you like, in favor of Ratna Ling/Dharma Press? Why indeed.

Recent decisions by the PRMD and the BOS have shown little respect for the meaning of a Resource and Rural Development Zone and little interest in seriously addressing the very real limits of the existing infrastructure, emergency services, and fragile ecosystem. Shortsighted policies that put politics over reality and violate local zoning and the General Plan can only lead to further degradation of this unique and precious coastal area.


Susan Kennedy


Dorcey Burns

cc: to Efren Carrillo



Cynthia Demidovich

From: Andrea Weinstein [AndreaandTerry@comcast.net]
Sent: April 02, 2012 8:29 PM
To: Cynthia Demidovich; Efren.Carillo@sonoma-county.org
Cc: SonomaCHRP@gmail.com; AndreaandTerry@comcast.net
Subject: No to industrial size press on beautiful Sonoma Coast

Please take note of my opposition to the largest printing press in North America existing in a beautiful rural area on the Sonoma coast. I had the privilege of living on Hauser Bridge Road for five years. I am asking you to keep the press to the approval size (small) Ratna Ling was approved for in 2004. This type of industrial size operation belongs in Santa Rosa not the Timber Cove area. Just take a drive up there and you will appreciate the glorious untainted beauty of this area.

Sincerely, Terry C. Loucks

William Passaretti

From: Cynthia Demidovich
Sent: April 07, 2014 3:15 PM
To: William Passaretti
Subject: FW: Letter

From: Juan José Marian [<mailto:juanjomarian@hotmail.com>]
Sent: April 07, 2014 10:37 AM
To: Efren Carrillo; Susan Gorin; Mike McGuire; David Rabbitt; Shirlee Zane
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: Letter

Estimada Señora / Estimado Señor ,

Este email es para hacerle saber que vengo regularmente al Centro de Retiros Ratna Ling. A veces vengo más de una vez al año, y siempre aprecio mucho mi tiempo allí.

Yo soy de Argentina, y además de las Meditaciones de Yoga Kum Nye y de las Enseñanzas tradicionales de Dharma, valoro sobre todo nuestro tiempo de práctica de trabajo .

Cada día durante los retiros, vamos al proyecto de textos tibetanos y ayudamos con la encuadernación de libros tibetanos. A veces ordenamos los libros o coloreamos sus bordes o ayudamos a llenar los bolsillos de la encuadernadora.

No puedo expresar con palabras lo importante para mí ha sido esta práctica de trabajo. Es como meditación, y estoy comprometido con los textos antiguos. También es muy valiosa porque en el aula hacemos trabajo con el cuerpo y la mente, pero no con las manos por lo que durante la práctica de trabajo puedo de hecho tocar los materiales de los textos sagrados y los ayudo en su siguiente fase del proceso. Es como que estoy corporizando los libros que estoy ayudando a encuadernar.

Por supuesto, también sé lo que ocurre con los libros, que están siendo enviados a la India y distribuidos gratuitamente a los monjes y monjas tibetanos en exilio. Conozco personas que han ido a la distribución anual y me han transmitido lo agradecidos que están las monjas, monjes y laicos al recibir estos textos antiguos.

Por favor, ten en cuenta mis palabras cuando digo que este trabajo con los textos tibetanos es muy preciado para mí, y para mí es una parte integral para el aprendizaje del Dharma y para hacer mi vida más espiritual.

Atentamente,

Juan José Marian

William Passaretti

From: Cynthia Demidovich
Sent: April 07, 2014 3:10 PM
To: William Passaretti
Subject: FW: Letter in support of Ratna Ling
Attachments: Letter of Support for Ratna Ling.docx

-----Original Message-----

From: Clayton Cameron [<mailto:ccameron@meca.edu>]
Sent: April 05, 2014 6:38 PM
To: Susan Gorin
Subject: Letter in support of Ratna Ling

Hello!

I am a former resident volunteer at the Ratna Ling retreat center, and have attached a letter of support for the facility its work. I hope that you'll give it and other such letters due consideration; the facility does remarkable work and provides an amazing opportunity for its volunteers.

Thank you!
-Clayton Cameron

William Passaretti

From: Cynthia Demidovich
Sent: April 07, 2014 3:15 PM
To: William Passaretti
Subject: FW: Letter in support of Ratna Ling, hearing April 8, 2014
Attachments: Letter in Support of Ratna Ling - Hearing April 8 of 2014.pdf

From: Charlie Judson [<mailto:charlie@weeksdriiling.com>]
Sent: April 07, 2014 2:40 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich
Subject: Letter in support of Ratna Ling, hearing April 8, 2014

Please find attached a letter of support related to tomorrow's hearing, PLP08-002

Charlie Judson
Weeks Drilling & Pump Co.
P.O. Box 176
Sebastopol, CA 95473
707-823-3184

William Passaretti

From: Cynthia Demidovich
Sent: April 07, 2014 3:27 PM
To: William Passaretti
Subject: FW: Letter of Support for Ratna Ling PLP08-0021
Attachments: Ratna Ling.doc

From: Nick [<mailto:nick@bcgeinc.com>]
Sent: April 04, 2014 6:03 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich
Subject: Letter of Support for Ratna Ling PLP08-0021

Please review the attached letter of support for Ratna Ling's use permit that will be before you on April 8, 2014. Thank you for your consideration Nick Canelis

William Passaretti

From: Cynthia Demidovich
Sent: April 07, 2014 3:16 PM
To: William Passaretti
Subject: FW:
Attachments: Ratna Ling Translation1.docx

From: Beau Anderson
Sent: April 07, 2014 2:50 PM
To: Cynthia Demidovich
Subject:

Please find attached a letter translated from Spanish to English in support of Ratna Ling

Beau Anderson

Intern
County of Sonoma Board of Supervisors
Fifth District Office
Supervisor Efren Carrillo
o: (707)565-2241
c: (707)280-5835

William Passaretti

From: Cynthia Demidovich
Sent: April 07, 2014 3:08 PM
To: William Passaretti; Tennis Wick; 'twallis@cfk.com'; 'tdurler@cfk.com'
Subject: FW: SCCA Comments on Ratna Ling Application for April 8, 2014 BoS Hearing
Attachments: SCCA Comment Letter BoS_4.4.14_Ratna Ling.pdf


From: Efren Carrillo
Sent: April 04, 2014 3:54 PM
To: Cynthia Demidovich
Subject: FW: SCCA Comments on Ratna Ling Application for April 8, 2014 BoS Hearing

Best regards,

Susan Upchurch
District Director for
Supervisor Efren Carrillo
Fifth District Representative
County of Sonoma
575 Administration Drive Room 100a
Santa Rosa, CA 95403

phone: 707-565-2241
fax: 707-565-3778
e-mail: Susan.Upchurch@Sonoma-County.org

County of Sonoma on the web: <http://www.sonoma-county.org/>

 Please consider the environment before printing this e-mail



From: Dennis Rosatti [<mailto:denny@conservationaction.org>]
Sent: Friday, April 04, 2014 3:45 PM
To: David Rabbitt; Efren Carrillo; Shirlee Zane; Mike McGuire; Susan Gorin
Cc: Michelle Whitman; Susan Upchurch; Andrea Krout; Kelly Burns; Pat Gilardi; Bill Kortum
Subject: SCCA Comments on Ratna Ling Application for April 8, 2014 BoS Hearing

Hello Sonoma County Board of Supervisors,

Please find attached a comment letter from Sonoma County Conservation Action, signed by Bill Kortum, Board President Emeritus, on the pending hearing RE: Ratna Ling Retreat Center and Dharma Press.

Thank you for your consideration of our comments.

Sincerely,

Dennis Rosatti
Executive Director

William Passaretti

From: Cynthia Demidovich
Sent: April 07, 2014 2:58 PM
To: William Passaretti
Subject: FW: Ratna Ling
Attachments: isd-helpdesk@sonoma-county.org_20140402_130556.pdf


From: Susan Upchurch
Sent: April 02, 2014 1:56 PM
To: Efren Carrillo
Cc: Cynthia Demidovich
Subject: FW: Ratna Ling

Best regards,

Susan Upchurch
District Director for
Supervisor Efren Carrillo
Fifth District Representative
County of Sonoma
575 Administration Drive Room 100a
Santa Rosa, CA 95403

phone: 707-565-2241
fax: 707-565-3778
e-mail: Susan.Upchurch@Sonoma-County.org

County of Sonoma on the web: <http://www.sonoma-county.org/>

 Please consider the environment before printing this e-mail



From: Melody Malon
Sent: Wednesday, April 02, 2014 1:28 PM
To: BOS-District-Directors
Subject: Ratna Ling

Please find attached a letter for the Supervisors from Sonoma County Tourism

Kenneth Fischang, President/CEO
Sonoma County Tourism
707-522-5800

William Passaretti

From: Cynthia Demidovich
Sent: April 07, 2014 2:58 PM
To: William Passaretti
Subject: FW: Ratna Ling
Attachments: isd-helpdesk@sonoma-county.org_20140402_130632.pdf


From: Susan Upchurch
Sent: April 02, 2014 1:48 PM
To: Efren Carrillo
Cc: Cynthia Demidovich
Subject: FW: Ratna Ling

Best regards,

Susan Upchurch
District Director for
Supervisor Efren Carrillo
Fifth District Representative
County of Sonoma
575 Administration Drive Room 100a
Santa Rosa, CA 95403

phone: 707-565-2241
fax: 707-565-3778
e-mail: Susan.Upchurch@Sonoma-County.org

County of Sonoma on the web: <http://www.sonoma-county.org/>

 Please consider the environment before printing this e-mail



From: Melody Malon
Sent: Wednesday, April 02, 2014 1:31 PM
To: BOS-District-Directors
Subject: Ratna Ling

Please find attached a letter for the Supervisors regarding Ratna Ling.

Russell Wells
21962 Timber Cove Road
Jenner, CA 95450

William Passaretti

From: Cynthia Demidovich
Sent: April 07, 2014 3:27 PM
To: William Passaretti
Subject: FW: Letter of Support for Ratna Ling PLP08-0021
Attachments: Ratna Ling.doc

From: Nick [<mailto:nick@bcgeinc.com>]
Sent: April 04, 2014 6:03 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich
Subject: Letter of Support for Ratna Ling PLP08-0021

Please review the attached letter of support for Ratna Ling's use permit that will be before you on April 8, 2014. Thank you for your consideration Nick Canelis

Tricia Potter

From: William Passaretti
Sent: Monday, June 09, 2014 11:31 AM
To: Tricia Potter
Attachments: FW: Ratna Ling Retreat Center; FW: Supporting Ratna Ling; FW: Board of Supervisors Contact Us: Issue from Oak Sawyer; FW: Ratna Ling Buddhist Retreat Center; FW: Ratna Ling Buddhist Retreat Center; FW: In Support of Ratna Ling; FW: PLP08-0021; FW: in support of Ratna Ling; FW: Ratna Ling Master Use Permit; FW: Ratna Ling and Nyinma Support; FW: Ratna Ling; FW: Ratna Ling; FW: Board of Supervisors Contact Us: Issue from Kendra Johnson; FW: Ratna Ling Printing of Religious Text; FW: Ratna Ling Buddhist Retreat Center; FW: Support for Ratna Ling; FW: Dharma Publishing Printing Press; FW: 4/8/14 Supervisor Hearing on Ratna Ling Permit; FW: Ratna Ling E-mails; FW: Ratna Ling E-mails; FW: Apologies; FW: Ratna Ling Copies of E-Mails; FW: Ratna Ling Copies of E-mails; FW: Ratna Ling Copies of E-mails; FW: Ratna Ling Copies of E-mails; FW: Ratna Ling E-mails; FW: Ratna Ling print plant- Sierra Club Comment; FW: Regarding April 8 Vote for Ratna Ling; FW: SCCA Comments on Ratna Ling Application for April 8, 2014 BoS Hearing; FW: American Red Cross support for Ratna Ling; FW: Letter in support of Ratna Ling; FW: URGE DENIAL OF APPLICATION BY RATNA LING AND DHARMA PRESS FOR MASTER USE PERMIT; FW: Support for Ratna Ling's Master Use Permit; FW: in support of Ratna Ling; FW: Ratna Ling Buddhist Retreat Center; FW: Support for Ratna Ling's Master Use Permit; FW: Support of Ratna Ling; FW: Support Ratna Ling; FW: Neighbor letter regarding April 8, 2014, Board of Supervisors hearing: Master Use Permit application of the Ratna Ling Buddhist Retreat Center ; FW: Support for Ratna Ling Master Use Permit; FW: Letter; FW: Letter in support of Ratna Ling, hearing April 8, 2014; FW: ; FW: Many Buddhists are also environmentalists; FW: Ratna Ling Buddhist Retreat Center; FW: Letter of Support for Ratna Ling PLP08-0021; FW: Ratna Ling Retreat Center; RE: Copies of late correspondence received ; FW: Ratna Ling Retreat Center letter of support; FW: Ratna Ling Buddhist Monastery Master Plan - addendum to Zoia letter of 4/5

Tricia, these are the docs that need to be copied. Thanks

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:55 PM
To: William Passaretti
Subject: FW: Ratna Ling Retreat Center

From: Jim McNulty [<mailto:jmcnult52@gmail.com>]
Sent: March 31, 2014 10:04 PM
To: Cynthia Demidovich
Subject: Ratna Ling Retreat Center

March 31, 2014

Dear Madam,

I am sending you this email because I want you to know that I frequently spend time at the Ratna Ling Retreat Center in Sonoma County both volunteering my time and also participating in retreats. For me Ratna Ling continues to be a wonderful spiritual resource and support for my very busy and responsible life.

My home is in Sebastopol and I feel very fortunate that Ratna Ling is locally available for truly authentic and traditional Dharma Teachings and practice. The meditation and work practice that Ratna Ling offers together is a rare opportunity to fully understand the deeper meaning of the Buddhist teachings giving me the opportunity to work with sacred scriptures and support others in the global Buddhist community at the same time.

Of course this work practice I speak of takes place at the press facility that prints and binds sacred books that have been rescued from Tibetan Monasteries that were destroyed during our lifetime. It is a monumental effort that saves for future generations the incredible value of thousands of years of human inquiry, understanding and wisdom. For me the work with the books is one of the most valuable activities in my busy life, not only does it give me a practical expression of my meditation practice but the benefit of the content is immeasurable in a world that needs a clear understanding and path to the development of the remarkable positive potential that each of us is capable of.

Furthermore, there is no monetary benefit for Ratna Ling or any of us that volunteer our efforts in this undertaking. All of these books are given away to monks, nuns and lay people that treasure these teachings as the core of their spiritual lives. I have personally witnessed the distribution of books in India. To the thousands of people that have received these books, sacred paintings and other sacred objects, it is a miracle, a miracle from the West, from the United States, from Sonoma County and their gratitude is profound.

For me, Ratna Ling is a precious jewel here in Sonoma County. Please understand the value of this ongoing endeavor by so many and support the existence and functioning of this rare opportunity to make a positive difference in our world.

Sincerely yours,

James H. McNulty
8340 Blackney Road
Sebastopol, CA 95472
(707) 824-9533

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:55 PM
To: William Passaretti
Subject: FW: Supporting Ratna Ling

From: Tim Geurkink [<mailto:timgeurkink@aol.com>]
Sent: March 31, 2014 6:27 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich
Subject: Supporting Ratna Ling

Hi my name is Tim Geurkink,

I was a volunteer in the Book Bindery for three years at Ratna Ling. I think the work that is being done to help the preservation of Tibetan texts is very important. How amazing that people are dedicating their time to help other people than themselves. If only we all spent some time each day helping each other with no reward - our society might not only get a lot done, but also have some fun in-joying the fruits of good labor.

While we worked we learned about mindfulness, which helped me to find a deep connection to my inner thoughts and mind. I learned so much and am so grateful to have been there. Please help them continue their great efforts to make the world a better place.

Thanks,
Tim Geurkink

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:55 PM
To: William Passaretti
Subject: FW: Board of Supervisors Contact Us: Issue from Oak Sawyer

-----Original Message-----

From: Susan Upchurch
Sent: April 01, 2014 10:25 AM
To: Efren Carrillo
Cc: Cynthia Demidovich
Subject: FW: Board of Supervisors Contact Us: Issue from Oak Sawyer

Best regards,

Susan Upchurch
District Director for
Supervisor Efren Carrillo
Fifth District Representative
County of Sonoma
575 Administration Drive Room 100a
Santa Rosa, CA 95403

phone: 707-565-2241
fax: 707-565-3778
e-mail: Susan.Upchurch@Sonoma-County.org

County of Sonoma on the web: <http://www.sonoma-county.org/>

• Please consider the environment before printing this e-mail

-----Original Message-----

From: BOS
Sent: Tuesday, April 01, 2014 10:19 AM
To: BOS-District-Directors
Subject: FW: Board of Supervisors Contact Us: Issue from Oak Sawyer

-----Original Message-----

From: no-reply@sonoma-county.org [<mailto:no-reply@sonoma-county.org>]
Sent: Tuesday, April 01, 2014 9:45 AM
To: BOS
Subject: Board of Supervisors Contact Us: Issue from Oak Sawyer

Subject: Issue

Message: Stop RATna. I live less than 10 "crow flight" miles from this obscene development and had very little idea what was going on. I am appalled. Stop it now.

Oak Sawyer

Name: Oak Sawyer

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:55 PM
To: William Passaretti
Subject: FW: Ratna Ling Buddhist Retreat Center

From: Helen Lockwood [<mailto:lockwoodhrl@gmail.com>]
Sent: April 01, 2014 10:47 AM
To: susan.gorin@sonoma-county.org david.rabbitt@sonoma-county.org shirlee.zane@sonoma-county.org
mike.mcguire@sonoma-county.org efren.carrillo@sonoma-county.org
Cc: Cynthia Demidovich
Subject: Ratna Ling Buddhist Retreat Center

To Whom it May Concern,

As a past volunteer of Ratna Ling and the Yeshe De Tibetan Buddhist Book Bindery, I would like to offer my voice of support to this organization and its purpose.

Ratna Ling retreat center offers an idyllic place for guests to come and recenter their spiritual lives. Here they find a place to relax and rejuvenate, which helps them find their purpose in the world and participate more fully in it. Ratna Ling offers many different programs and retreats, which are all centered in the Tibetan Buddhist religion. As a student currently on track for ordination in the United Church of Christ, it is my belief that have a full and rich spiritual life is essential to one's happiness, whatever form and religion it might be based in. Many people have benefited from the spiritual practices, classes, and sacred space at Ratna Ling, myself included.

The Yeshe De Book Bindery is a wonderful unique operation that both helps preserve a culture and religion. Producing and sending the sacred Tibetan Buddhist texts to India is not just a nice gesture or religious practice, it is a group of people joined it pursuing and making justice a reality for the Tibetan people. Their culture, their lives, and their religion was taken away and they were forced to leave it and take as much of their home with them as they could. The least people of good conscience can do is help them preserve their culture and their religion.

These organizations are asking for modest additions to their space so that the project can operate more efficiently. During my time there I can attest to the desire and effort made in being respectful neighbors to those surrounding the property.

I sincerely ask that when you make the decisions on April 8th that you remain cognizant of the effect of decision. It will not only effect those around the Ratna Ling and Yeshe De property and county, but the Tibetan people as whole.

Thank you for your work and your thoughtful consideration going forward,
Grace and Peace,
Rebecca Lockwood

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:55 PM
To: William Passaretti
Subject: FW: Ratna Ling Buddhist Retreat Center

From: Helen Lockwood [<mailto:lockwoodhrl@gmail.com>]
Sent: April 01, 2014 10:52 AM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich
Subject: Fwd: Ratna Ling Buddhist Retreat Center

To Whom it May Concern,

As a past volunteer of Ratna Ling and the Yeshe De Tibetan Buddhist Book Bindery, I would like to offer my voice of support to this organization and its purpose.

Ratna Ling retreat center offers an idyllic place for guests to come and recenter their spiritual lives. Here they find a place to relax and rejuvenate, which helps them find their purpose in the world and participate more fully in it. Ratna Ling offers many different programs and retreats, which are all centered in the Tibetan Buddhist religion. As a student currently on track for ordination in the United Church of Christ, it is my belief that have a full and rich spiritual life is essential to one's happiness, whatever form and religion it might be based in. Many people have benefited from the spiritual practices, classes, and sacred space at Ratna Ling, myself included.

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Thank you for your work and your thoughtful consideration going forward,
Grace and Peace,
Rebecca Lcokwood

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:56 PM
To: William Passaretti
Subject: FW: In Support of Ratna Ling

-----Original Message-----

From: Kara Nasman [<mailto:karaleenas@gmail.com>]
Sent: April 01, 2014 2:07 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: genegretchen@yahoo.com; Cynthia Demidovich
Subject: In Support of Ratna Ling

Dear All,

I'm writing to express my heartfelt gratitude for the sacred texts that are produced at Ratna Ling. It is such a gift for the Tibetan people to have these texts, and a gift for those creating the books to do this work.

I have been involved with the Tibetan Nyingma Relief Foundation for a number of years, both as a student and full time volunteer, and have witnessed only good come from all that they do.

This is such an important time for a greater good to spread and proliferate both in our backyards and globally, and I wish that Ratna Ling may continue to work for us all at their amazing retreat center.

What a gift it is to just know that so many people are offering their time and energy to spread a greater good through the books and teachings offered through Ratna Ling.

Please let them continue!

Thank you kindly for your consideration,

Kara Nasman

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:57 PM
To: William Passaretti
Subject: FW: PLP08-0021

From: Ward Anderson [<mailto:wanderso@mcn.org>]
Sent: April 01, 2014 10:12 PM
To: David Rabbitt; Susan Gorin; Shirlee Zane; Mike McGuire; Efen Carrillo; Tennis Wick; Cynthia Demidovich
Subject: PLP08-0021

It disturbs me when I hear comments that a Supervisor will not overturn the BZA decision, without considering the additional information that is presented in an Appeal.

Isn't that why there is an appeals process? So that when the BZA is not presented with full and correct information and they do not listen to the Objections of the Residents most affected by an incongruent and objectionable project. Then the citizens have the right and the responsibility to Appeal. First to the BoS, and then, if necessary to the Courts.

We have presented you with much documentation showing serious errors in the PRMD documents, much of that provided by Ratna Ling with the intention of misleading PRMD with the construction their massive industrial printing factory. Over 140 Permits?? Really??? How could this have NOT been considered a Major Project within PRMD's area of responsibility?

Our neighborhood complaints rely on the actual physical developments on this property. We Object to:

Public Safety concerns, regarding Fire Safety, and violation of minimum protections

Environmental concerns, regarding Green House Gases, in violation of Sonoma County Policy

Zoning, with an inappropriate Use on a Rural Resource Development parcel.

Ancillary Use, which is totally wrong, by many measures (there is Nothing Ancillary about this Factory!)

There are NO offsetting factors that would ever imagine this factory to be anything other than what it is: A Massive Printing Factory, located on a Remote, Rural Parcel, where Everything is Shipped onto the Property, and after conversion, is shipped away from the property.

This project needs an EIR. There is so much that needs proper determination. Nothing less, that an EIR will reveal all of the necessary details. A Mitigated Negative Declaration will NOT provide the correct information.

So, Supervisor, please consider this information directly. As the Original Appellant (among our Neighborhood group) We need your support.

We have really hope that your consideration would include all of the above, We need your Vote to Deny the Ratna Ling proposal. Thank you for your support.

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:57 PM
To: William Passaretti
Subject: FW: in support of Ratna Ling

From: Ruth Richards [<mailto:rrichards@saybrook.edu>]
Sent: April 01, 2014 10:31 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com; 'Ruth Richards'
Subject: FW: in support of Ratna Ling

Sonoma Board of Supervisors:

I have had the pleasure of attending events Ratna Ling in the past few years and greatly appreciate the place and the work that they do. The permit that they are requesting approval for is relevant not only to important and beneficial work in the world, but to aspects of their teaching programs, and practice experiences for retreatants and spiritual practitioners. Please help this beneficial work continue.

Cordially,
Ruth Richards

Ruth Richards, M.D., Ph.D.
School of Psychology and Interdisciplinary Inquiry
Saybrook University, San Francisco, CA
McLean Hospital and Harvard Medical School
P.O. Box 7137, Berkeley, CA 94707-0137, USA
(510) 558-8606
www.saybrook.edu

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:57 PM
To: William Passaretti
Subject: FW: Ratna Ling Master Use Permit

From: Thomas Mead [<mailto:thomas.d.mead@gmail.com>]
Sent: April 02, 2014 9:29 AM
To: Susin.Gorin@sonoma-county.org; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com; Lenny Mead
Subject: Ratna Ling Master Use Permit

Dear Supervisors;

We have several observations to offer regarding Ratna Ling and the activities carried out there.

Our first experience on the site was as a guest at the bed and breakfast that previously occupied the land. Our next visits occurred as volunteers working with those charged with planning and building the resulting retreat center. We were struck at the time with the care taken to build and site structures in harmony with the existing land and its features. Subsequently we have visited Ratna Ling on a number of occasions. It is a remarkable place for retreat practices, including practices engaged in the production of sacred texts destined for distribution in Tibet and elsewhere in the dispersed Tibetan community.

In addition to watching Ratna Ling blossom as a retreat center and place where volunteers can contribute to the preservation and distribution of important texts, we have seen these texts where they are intended to be placed. At the World Peace Ceremony, which takes place in Bodh Gaya in the state of Bihar, India, we participated in the distribution of thousands of these volumes to Buddhist nuns, monks and laypeople. The impact is profound. Later, on a trip to Tibet, we saw volumes on shelves of a number of monasteries. It is remarkable to see the results of volunteer efforts here showing up in places accessible only by foot and horseback. We have experienced the benefits accruing to those contributing to this work and to those receiving its fruits.

We actively support the work carried out at Ratna Ling. In our view, Ratna Ling benefits those who participate directly in its activities as well as the community at large which hosts it.

Sincerely,

Thomas and Lenore Mead

48 Landing Lane, #3
Laconia, NH 03246
thomas.d.mead@gmail.com
lm_mead@hotmail.com

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:57 PM
To: William Passaretti
Subject: FW: Ratna Ling and Nyingma Support

From: Mary Ann Tebbe [<mailto:tebbe.maryann@gmail.com>]
Sent: April 02, 2014 9:51 AM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; GeneGretchen@Yahoo.com; JudyR@tibetanaidproject.org
Subject: Ratna Ling and Nyingma Support

To: County of Sonoma Board of Supervisors
575 Administration Drive, Room 100A
Santa Rosa, CA 95403

Hello Sonoma County Supervisors. Its with great pleasure that I write to you today in support of Ratna Ling Retreat Center and The Nyingma Meditation Centers. The wonderful and difficult task of printing religious text for all humans of all religious faiths is to be commended.

I was at Ratna Ling this past summer to attended a retreat called 'Opening The Senses' to learn about the mindful practice of self care. I would urge each of you to sign up and attend a similar retreat. If you could experience first hand the work that is being done at Ratna Ling, you would agree that its a non harmful work that is vital to many peoples religious practice.

I was especially touched with Annette the director and her passion for the land, and work. She gave us a tour explaining the background of the work, which was quite impressive. I would encourage you to reach out to her with questions. 510-809-4995

I came away from that retreat with a sense of purpose that they are making a difference in the community, the lives of many and the world. In such times when we see hatred in the world, its refreshing to be part of an organization which is full of love, understanding, compassion and teaching.

Please vote to allow Ratna Ling and the religious text printing to continue.

Respectfully,

Maryann Tebbe
4899 Montrose Blvd.
Houston, TX 77006

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:58 PM
To: William Passaretti
Subject: FW: Ratna Ling
Attachments: isd-helpdesk@sonoma-county.org_20140402_130632.pdf


From: Susan Upchurch
Sent: April 02, 2014 1:48 PM
To: Efren Carrillo
Cc: Cynthia Demidovich
Subject: FW: Ratna Ling

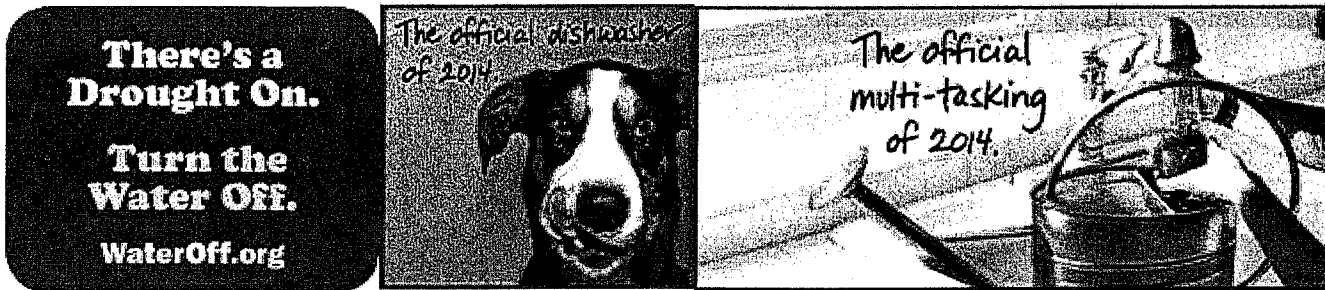
Best regards,

Susan Upchurch
District Director for
Supervisor Efren Carrillo
Fifth District Representative
County of Sonoma
575 Administration Drive Room 100a
Santa Rosa, CA 95403

phone: 707-565-2241
fax: 707-565-3778
e-mail: Susan.Upchurch@Sonoma-County.org

County of Sonoma on the web: <http://www.sonoma-county.org/>

 Please consider the environment before printing this e-mail



From: Melody Malon
Sent: Wednesday, April 02, 2014 1:31 PM
To: BOS-District-Directors
Subject: Ratna Ling

Please find attached a letter for the Supervisors regarding Ratna Ling.

Russell Wells
21962 Timber Cove Road
Jenner, CA 95450

21962 TIMBER COVE RD., JENNER, CA 95450

March 29, 2014.

The Board of Supervisors,
575 Administration Drive, Room 100A,
Santa Rosa, CA 95403.

RECEIVED

APR 02 2014

BOARD OF SUPERVISORS
COUNTY OF SONOMA

Dear Supervisors:

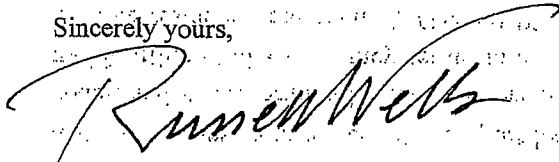
I write in opposition to the *existence and further expansion* of the Ratna Ling printing operation on Seaview Road, the ridge above where I live.

Everything that Ratna Ling has done has been based on the claim that it was necessary in order to print sacred texts for distribution to the refugee Tibetan community in Northern India. This is nonsense, as explained below. A secret agenda lies behind the Ratna Ling project, and because its very basis was deceit, it follows that permits have been issued and exceptions made, for a reason that does not make any sense and must be spurious. Justice would be served, and the health of the locality greatly improved, by an immediate moratorium on the printing operation, and the dismantling of any plant or equipment which was supposed to be justified by the original deception. I shall now explain the reason for this position.

Ratna Ling, under the auspices of printing sacred texts for Tibetan refugees in India, moved their printing and warehouses from a well-situated port location where such industrial activities are permitted by local codes, and where printed books could easily be shipped out to India. Instead, at what must surely be a multi-million-dollar cost, they set up in a remote rural location, in total opposition to the wishes of the existing residents, the county's General Plan, and the health of the forest, which has to be cut down to accommodate such industry. Huge construction vehicles, barreling at speed through the Kashia Rancheria, have run people off the Seaview Road. Huge trucks hauling extremely heavy loads have been grinding up Timber Cove Road in first gear, spewing exhaust.

However you look at this, it makes no sense. It makes even less sense when you remember that these days, with computers and e-mail, it is **COMPLETELY UNNECESSARY TO PRINT BOOKS AND SHIP THEM OVERSEAS!** And that was the whole justification for this entire activity. Everything can be sent as an attachment in an e-mail, and printed on the other end. All this publishing talk is bogus. Whatever is going on there, it cannot be for the reason given. Therefore, the huge costs of this printing operation to all concerned are not counterbalanced by any positive reason, not even from the viewpoint of the Tibetan refugees. And having massively abused the regulatory process, the entire operation should be required to be dismantled immediately.

Sincerely yours,



Russell Wells

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:58 PM
To: William Passaretti
Subject: FW: Ratna Ling
Attachments: isd-helpdesk@sonoma-county.org_20140402_130556.pdf


From: Susan Upchurch
Sent: April 02, 2014 1:56 PM
To: Efren Carrillo
Cc: Cynthia Demidovich
Subject: FW: Ratna Ling

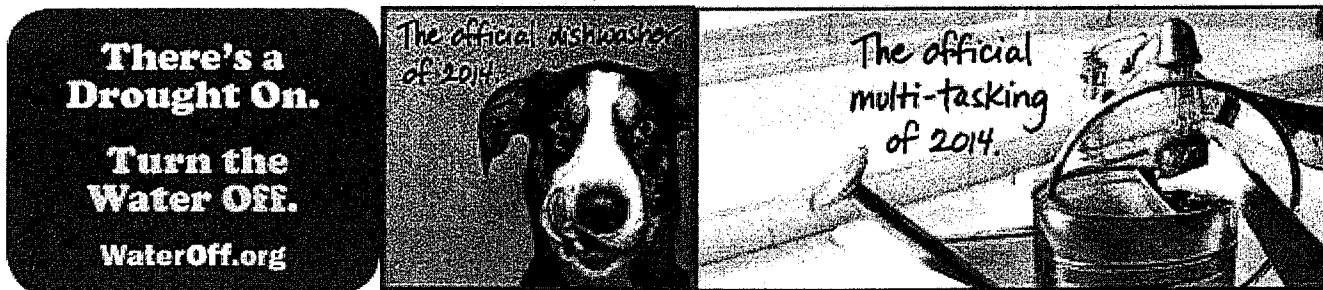
Best regards,

Susan Upchurch
District Director for
Supervisor Efren Carrillo
Fifth District Representative
County of Sonoma
575 Administration Drive Room 100a
Santa Rosa, CA 95403

phone: 707-565-2241
fax: 707-565-3778
e-mail: Susan.Upchurch@Sonoma-County.org

County of Sonoma on the web: <http://www.sonoma-county.org/>

 Please consider the environment before printing this e-mail



From: Melody Malon
Sent: Wednesday, April 02, 2014 1:28 PM
To: BOS-District-Directors
Subject: Ratna Ling

Please find attached a letter for the Supervisors from Sonoma County Tourism

Kenneth Fischang, President/CEO
Sonoma County Tourism
707-522-5800



3637 Westwind Blvd., Santa Rosa, CA 95403 | SonomaCounty.com
Main Line: 707-522-5800 | Toll Free: 800-576-6662 | Fax: 707-539-7252

RECEIVED

APR 01 2014

**BOARD OF SUPERVISORS
COUNTY OF SONOMA**

Sonoma County Board of Supervisors
575 Administration Dr.
Santa Rosa, CA 95403

March 28, 2014

Sonoma County Board of Supervisors:

Sonoma County Tourism is writing in support of the Ratna Ling Retreat Master Use Permit application.

As both a charitable and religious organization, Ratna Ling is legally exempt from collecting TOT revenues. Despite this, they have voluntarily contributed to TOT to support county promotion efforts for over the past year.

They offer a unique retreat experience and exposure to the Tibetan culture. This serves to enhance the diverse tourism appeal of our county. Their charitable activities in publishing sacred texts and providing them at no cost in India each year to exiled Tibetan monks has international importance and support.

We would hope that the Board of Supervisors would look favorably in their use permit request following the unanimous recommendation of the Board of Zoning Adjustments.

Thank you for the opportunity to comment on this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kenneth J. Fischang".

Kenneth J. Fischang, CHME, CMP, CTA
President/CEO
Sonoma County Tourism

CC: Gene Gretchen, Ratna Ling Retreat Center
~~Veronica Ferguson, County of Sonoma~~
Mike Reilly .

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:58 PM
To: William Passaretti
Subject: FW: Board of Supervisors Contact Us: Issue from Kendra Johnson

-----Original Message-----

From: Susan Upchurch
Sent: April 02, 2014 4:38 PM
To: Efren Carrillo
Cc: Cynthia Demidovich
Subject: FW: Board of Supervisors Contact Us: Issue from Kendra Johnson

Best regards,

Susan Upchurch
District Director for
Supervisor Efren Carrillo
Fifth District Representative
County of Sonoma
575 Administration Drive Room 100a
Santa Rosa, CA 95403

phone: 707-565-2241
fax: 707-565-3778
e-mail: Susan.Upchurch@Sonoma-County.org

County of Sonoma on the web: <http://www.sonoma-county.org/>

• Please consider the environment before printing this e-mail

-----Original Message-----

From: BOS
Sent: Wednesday, April 02, 2014 9:26 AM
To: BOS-District-Directors
Subject: FW: Board of Supervisors Contact Us: Issue from Kendra Johnson

-----Original Message-----

From: no-reply@sonoma-county.org [<mailto:no-reply@sonoma-county.org>] On Behalf Of Kendra Johnson
Sent: Tuesday, April 01, 2014 10:33 PM
To: BOS
Subject: Board of Supervisors Contact Us: Issue from Kendra Johnson

Subject: Issue

Message: The Ratna Ling "Tibetan Buddhist Retreat Center" is proving to be less retreat center, and more industrial-scale book factory. I ask you, Supervisors of our beloved Sonoma County, to look closely--this rural Sonoma County development is unfortunately not what it seems.

I grew up down the road from what was then Timberhill Ranch. A few decades later, I now consult on agricultural land use and farm preservation, and think often about the impact of rising land values on the demographics of my home community. Young people can't afford homes there anymore, and a lack of new jobs has steadily raised the area's median age. Our K-8 school, which once enrolled close to 100 students, now serves fewer than 30 kids. I have a profound love for my home place--for both the ecology that characterizes it and the folks who populate it, and for a time helped host a monthly discussion group for young people on how we might find a productive way to stay a part of it all.

So when Timberhill was eventually sold to a group of Tibetan Buddhists in the early 2000's, I remember feeling hopeful that it would offer more than the previously-proposed 5-star resort. Ratna Ling promised a retreat and wellness center, and was dedicated to preserving ancient Tibetan texts in the service of refugee communities abroad. How noble a group, I thought.

Wrong I was.

The owners of the property are not doing what they told Sonoma County's PMRD they were going to do. Rather than housing a Buddhist retreat center with the approved "ancillary" printing facility, the retreat center appears now to be secondary to a major industrial book factory, Dharma Publishing (which, as you must know, has moved its entire operation from an industrial zone in Berkeley here to rural Sonoma County).

More importantly, what is happening here is a clear case of "zoning creep," and threatens the integrity of our County permitting process. I am impressed by the careful documentation by the citizens' group "Coastal Hills Rural Preservation" of the unintended consequences and subsequent violations of PMRD's original approval of Ratna Ling's 2004 Use Permit. The construction and ever-expanding use of these tax-exempt printing facilities have brought tremendous truck traffic to local roads, along with fire safety hazards and unknown water quality impacts, while providing no anticipated long-term jobs for local residents. Dharma Press was an appropriate land use in the industrially-zoned urban area next door to the Port of Oakland, but it is not appropriate for a Rural Resource Development area under our general plan.

I hope that next Tuesday's hearing sheds light on all these issues and more. Meanwhile, I urge you to review the facts, and to stick up for our county's rural places. Thank you.

Sincerely,
Kendra Johnson
Guerneville, CA

Name: Kendra Johnson
Email: kendramj@gmail.com
Phone: (707) 869-3558
Address: 12876 River Rd.
Guerneville, CA 95446

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:58 PM
To: William Passaretti
Subject: FW: Ratna Ling Printing of Religious Text

From: Russell Blume [<mailto:rdblume2001@yahoo.com>]
Sent: April 03, 2014 11:30 AM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo; Cynthia Demidovich
Cc: genegretchen@yahoo.com
Subject: Ratna Ling Printing of Religious Text

County of Sonoma Board of Supervisors
575 Administration Drive, Room 100A
Santa Rosa, CA 95403

Supervisor Susan Gorin
Supervisor David Rabbitt
Supervisor Shirlee Zane
Supervisor Mike McGuire
Supervisor Efren Carrillo

Ms. Cynthia Demidovich, Planner
County of Sonoma Permit & Resource Management Department
2550 Ventura Avenue
Santa Rosa, Ca 95403

April 3rd, 2014

Dear County of Sonoma Board of Supervisors:

I am writing to ask that you vote to preserve the ability of Ratna Ling to continue in its vital mission of printing religious texts that literally help millions of exiled Tibetans preserve their culture and religious practices. Printing of these religious texts is a vital religious function of Ratna Ling. As a Buddhist who has experienced the serenity of the Ratna Ling retreat and has personally had my life transformed by the power of the Buddhist text that are printed at Ratna Ling, I would personally feel a great sadness if these efforts which bring peace to so many were to be forced to cease.

Ratna Ling has proved itself a cooperative and caring member of the greater community by donating fire engines to the local fire department, building a playroom at the local school, and by offering yoga classes free to local community members. My understanding is that the printing efforts do not, in any meaningful way disrupt the serenity of the local community in that there is no discernible noise or dust generated by the printing activities, traffic is of low volume and Ratna Ling strives to live in harmony with the local environment by being good stewards of the land.

As Buddhist, we believe that the printing and distribution of religious text is meritorious and generates positive karma which directly blesses all those who engage in these activities and that further, these blessings generate greater harmony in both the natural world and amongst the living beings in the greater community of which Ratna Ling is a vital part. I humbly ask that you allow Ratna Ling to continue these practices which bring peace to so many.

Sincerely,

Russell Blume
2926 58th Ave
Oakland, CA 94605

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:58 PM
To: William Passaretti
Subject: FW: Ratna Ling Buddhist Retreat Center

From: Ben Crosby [<mailto:ben.d.crosby@gmail.com>]
Sent: April 03, 2014 8:36 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efen Carrillo; Cynthia Demidovich; Tennis Wick
Subject: Ratna Ling Buddhist Retreat Center

Dear Sonoma County Supervisors Gorin, Rabbitt, Zane, McGuire, and Carrillo, Project Planner Demidovich, and Planning Director Wick-

I am writing to you concerning the future of the Ratna Ling Buddhist Retreat Center in Cazadero, about which I understand you are holding a hearing on April 8th. I spent three months as a volunteer at the text project at Ratna Ling in the fall of 2009, and another three months in the fall of 2010, and am very concerned about the Center's future. The time I spent at Ratna Ling was transformative for me personally, but beyond that (and more importantly), I'd like to emphasize the positive effects that the work done there has on others.

The text project, which I was involved with, is a philanthropic effort to preserve the threatened cultural traditions of the Tibetan people, and represents the culmination of decades of preservation work, as well as the only serious effort to distribute sacred texts to the Tibetan community in exile in Asia (which is done for free). To my knowledge, the press at Ratna Ling is one of only three binderies in the world producing Tibetan books. One of the most remarkable features of the bindery at Ratna Ling is how much the work of a single person is multiplied--each volunteer's efforts make a tangible difference to how much the bindery can accomplish, and so the addition of just a few people to the Ratna Ling community can greatly increase the positive impact that the project can have.

While I understand that Ratna Ling's neighbors are concerned about the facility's impact on them, the restrictions that are being suggested for Ratna Ling's operations do not seem to me to be directly connected to those concerns--for instance, a per-year restriction on the number of books that the bindery can produce is an imprecise way of addressing concerns about traffic noise on the roads leading to Ratna Ling, whereas a limitation of one truck per day would be a reasonable compromise that meets the needs of both the text project and its neighbors.

In addition, other proposed restrictions, such as the removal of the sacred text treasuries already in use on the property, would not have a beneficial effect on Ratna Ling's neighbors. The treasuries, like the other book-production facilities, are not visible from anywhere other than inside Ratna Ling's property, not even from the adjacent public road, and their removal would not provide any benefits to Ratna Ling's neighbors, but would have a major detrimental effect on the text project. While I understand that concerns have been raised about the noise of the bindery, I can attest, from living only a few hundred yards away from the bindery for a total of six months, that it can usually not be heard even at that distance, much less could it be heard from neighboring properties even in silence.

The interests of both Ratna Ling and its neighbors would be best served by implementing an agreement under which the text project can maintain its current facilities and add enough housing to support a small increase in the number of people who can work and study there, while in return agreeing to limit itself to moving one truck

per day in and out of the property. In this way, the concerns of the neighbors can be reasonably met, and the ability of the text project to do its work and provide peaceful and enlightening instruction to volunteers and retreat-members without disturbing its neighbors can continue unimpeded.

I'd like to thank you for considering my input and the inputs of others in this case. While I regret that I am not able to attend the hearing in person, I will be following its outcome, and I hope that you will come to a conclusion that is in the best interest of all the concerned parties. If I can provide any more information that would be beneficial to this process, I would be happy to do so.

Thank you again, and best wishes,

-Ben Crosby

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:59 PM
To: William Passaretti
Subject: FW: Support for Ratna Ling

From: Josh [<mailto:jwleichter@hotmail.com>]
Sent: April 04, 2014 7:00 AM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: Support for Ratna Ling

Dear County Supervisors,

I am writing in support of the Master Use Permit application of the Ratna Ling Buddhist Retreat Center. It is extremely important that government bodies, such as Sonoma County, support and encourage the work of wonderful non-profit groups, such as Ratna Ling. Ratna Ling simultaneously beautifies your county, provides benefits to the local community (donating a fire engine, building a playroom at the school, providing a Red Cross emergency trailer, offering free yoga classes to the neighbors, etc.) and serves the broader global community by supporting oppressed groups like the Tibetans. In particular on the last point, places of relative privilege like Sonoma have a responsibility to employ its financial resources and freedoms, like freedom of the press, to provide for those around the world who do not share our good fortune. Ratna Ling's work of operating a press to help save Tibetan Buddhist sacred texts is not only a religious practice, but it is an active and necessary practice of social justice. The Chinese government has aggressively destroyed thousands of Buddhist monasteries and libraries, institutions that we take for granted in the West. I expect that the broader Sonoma community is happy and proud that it can provide a base for this important, essential work. As an attorney and executive at a healthcare company, I know the importance to all of us of supporting those in need of social justice, survival of culture, literacy and public health. Moreover, for those like me, who live outside Sonoma, Ratna Ling provides a tremendous attraction to visit Sonoma to enjoy the beauty of the Center and its grounds and to support its work in the local and global communities.

I trust the Board of Supervisors will see the great value in the work of Ratna Ling and will support its Master Use Permit application.

Thank you for your attention to this crucial matter,

Best,

Joshua Leichter, Esq.
Deputy General Counsel
Natera, Inc.
jwleichter@hotmail.com
(781) 710-4712

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:59 PM
To: William Passaretti
Subject: FW: Dharma Publishng Printing Press

From: Van Cott Eddie [<mailto:vancotted@yahoo.com>]
Sent: April 04, 2014 8:33 AM
To: Cynthia Demidovich
Subject: Dharma Publishng Printing Press

Dear Cynthia,

I am writing in support of Dharma Publishing with regards to the operation of their printing press. I am not a resident of Sonoma County nor have I been a visitor to Ratna Ling, but I have read of the grievances filed against Dharma Publishing and am of the understanding that the press is legally licensed and that the Dharma Publishing directors have held numerous meetings with its neighbors and have conceded to their requests.

Dharma Publishing has been essential in preserving and distributing sacred texts throughout Asia to Tibetan Buddhist monasteries, monks and practitioners whose heritage and culture has been systematically destroyed since China's occupation began in 1959. Many great Tibetan Buddhist texts have been destroyed, as have the monasteries that once housed them. Over the last forty years, Dharma Publishing has published a good number of the few surviving texts and has committed itself to distributing them freely each year to the Tibetan refugee community and to the many monks and nuns from monasteries that have sprung up throughout India and the countries surrounding Tibet's borders. Many of these monasteries have been without texts since their founding. This is important work. These efforts have been crucial in preserving a vital portion of Tibet's rich culture and in assuring that Tibetan Buddhism remains alive and available to all of us.

Thank you for your consideration.

Sincerely,

Eddie Van Cott

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:59 PM
To: William Passaretti
Subject: FW: 4/8/14 Supervisor Hearing on Ratna Ling Permit

-----Original Message-----

From: Lake Perry [<mailto:ladyloquat@gmail.com>]
Sent: April 04, 2014 8:46 AM
To: Cynthia Demidovich
Subject: 4/8/14 Supervisor Hearing on Ratna Ling Permit

Dear Ms Demidovich,

I urge you to deny the application by Ratna Ling Retreat Center and Dharma Press for Master Use Permit Application PLP 08-0021, seeking to continue and expand a large-scale, industrial book factory in the coastal hills of western Sonoma County.

This rural RRD zone has been reserved by the county zoning code for open space, recreation, agriculture, animal husbandry, and those industries and commercial businesses that utilize, serve, and process the products of the land. Our General Plan permits a religious retreat in this zone, but not a large-scale industrial printing factory. This printing factory is not ancillary to Ratna Ling Retreat. Dharma Press is the primary activity on the site.

Dharma Press operations require that all materials and labor be transported from large urban areas into the book factory, and then the finished products are once again transported by truck to the same urban areas. Therefore the carbon footprint of each book produced is huge, even before they are shipped to their destinations around the globe. Many of these books are delivered free of charge to India and Nepal, but many are sold commercially to the general public along with other profitable products through their website.

Dharma Press printed successfully from industrial zones in the East Bay and Berkeley for 37 years and could continue to do so, just minutes from the Port of Oakland. The printing plant in the hills above Cazadero and Timber Cove is of no benefit to Sonoma County, its residents, or its businesses and industries, as Ratna Ling and Dharma Press pay no taxes due to a religious exemption. Without paying to maintain them, they utilize public roads and other infrastructure to run their large-scale industrial operations.

Aside from the construction phase, Ratna Ling and Dharma Press provide no jobs for local residents. The printing operations are run by volunteer staff who are recruited from Ratna Ling Retreat. Ratna Ling has produced over 400,000 books annually (2011), which is quadruple the amount allowed in their 2004 Use Permit conditions. They are now requesting unlimited book production.

Sonoma County has been zoned to protect, enhance, and sustain its resources. The large-scale, industrial printing factory at Ratna Ling, currently 60,234 square feet and growing, is not compatible with this rural, agricultural area.

No one is exempt from the law and zoning regulations. Please uphold and enforce our zoning protections by denying this application.

Sincerely,

Ms Lake Perry
23870 Fort Ross Road
Cazadero, CA 95421

Tricia Potter

From: Monique Verschuuren [verschuuren.monique@gmail.com]
Sent: Tuesday, March 18, 2014 3:00 AM
To: Efren Carrillo; Mike McGuire; Shirlee Zane; Susan Gorin; David Rabbitt
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: Support for Ratna Ling
Attachments: Support for Ratna Ling.docx

To Supervisors
County of Sonoma Board of Supervisors
575 Administration Drive, Room 100A
Santa Rosa, CA 95403

Please see attachment.

With kind regards,

Monique Verschuuren
Koningskaars 24
5803 JC Venray
Holland



Dit e-mailbericht bevat geen virussen en malware omdat avast! Antivirus actief is.

To: the County of Sonoma Board
Subject: Support for Ratna Ling

Venray (Holland), 18-3-2014

Dear Supervisors,

With this letter I hope to give you an impression of the importance of Ratna Ling at Sonoma County for me as student of Buddhist Study, and for my live and work in Holland.

Twice I have been in Sonoma County to visit the place for retreat. I hope to come there this year again. At retreats I got lessons in meditation, Kum Nye (yoga), Buddhist study and opportunity to develop 'healthy' workskills, based on awareness, while working at Yeshe De text project.

The uniqueness that Ratna Ling encompasses for me consists of:

- the inspiring and silent sphere, with deep knowledge that is shared;
- people who all practise to reflect on there own behaviour and experience which results in a basiclly warm and friendly attitude to others and makes me feel very invited;
- The available special work on the sacred texts which makes it possible to practise in a way that surpasses own narrow thinking, and thereby is so good and healthy.

About the significance of the Yeshe De text project 'for the world', for the well-being of living beings, for peacefulness, which is far more important, surely others can tell more.

The memory of the Sphere of Ratna Ling is always with me: the beautiful environment, the deep knowledge, the disinterestedness of all involved, the link with the 'body of knowledge'. I recall it when I do my job as a teacher at primary school, when I need a little sunshine or when I feel happy.

Too, it is with me when I practise and instruct other people in meditation and Kum Nye. It is like a source from which it is possible to transmit valuable indications that help to get things more calm and clear.

So, Ratna Ling really is very precious to me. Not many places that I know offer this. No vacation experience can nourish so deeply. In this way 'Ratna Ling' is taken to Holland, where it does its job and enlightens ordinary live.

I deeply hope that the County of Sonoma Board acknowlegdes the importance of Ratna Ling for what it is and for us, visitors and students. I also hope deeply that you support Ratna Ling in it's application.

Thank you for taking this request in consideration,

Yours sincerely,

Monique Verschuuren
Teacher Primary School
Koningskaars 24, 5803 JC Venray
Holland

Tricia Potter

From: laurie@lovingandlearninglife.com
Sent: Tuesday, March 18, 2014 1:41 AM
To: Susan Gorin; Shirlee Zane; David Rabbitt; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: In Regards to April 8th Meeting: on behalf of Ratna Ling

Dear Board of Directors of Sonoma County,

I am a resident of Jenner and an attendee as a teacher and student of Ratna Ling in past years. From my experience and my students feedback as well, I would like to comment on the great value of Ratna Ling as much as an off set to said complaints as a possible way to understand better a value in Community Ratna Ling as a participant* holds.

I would say that Ratna Ling reflects** the same sensibilities and spirit of "why live in Cazadero" that Cazaderoians live by and for and with. This being one of privacy in the noisiness of great Diversity. That noisiness is a quiet kind from what I can tell as a neighbor and friend of Cazadero (Jenner resident). As if Cazadero is a well worn "secret" , the kind that has a twinkle it its eye saying really, you can know me but just go slow and careful and in responsibility my way please.
I love that about Cazadero and I love that about Ratna Ling.

Sincerely,
laurie schryver
707-865-9766

*I am taking for granted that Ratna Ling's contributions to the Community outside of herself are a known.
**without trying, that "without trying" has as a qualifier a potency unto itself as a "fit" that is almost perfect!:) in just that.

laurie schryver
10665 Willig Dr
Jenner, Ca 95450

Tricia Potter

From: cristina [cristinasousaesilva@terra.com.br]
Sent: Tuesday, March 18, 2014 1:18 AM
To: Cynthia Demidovich; Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Subject: Support to Ratna Ling Center

To
County of Sonoma Board of Supervisors
575 Administration Drive, Room 100A
Santa Rosa, CA 95403

Dear sirs

I am writing in support to Ratna Ling Retreat Center.

I am a buddhist student, and I use to go every year to Sonoma, for retreats, voluntary work, and to rest, in this

peaceful place. It is very important for us to work with the sacred texts, because our training is based on study , work and meditation.

I live in Rio de Janeiro, Brazil and Going to Ratna Ling I learn to love Sonoma, with it's delicious food and small villages.

Please, support the place to proceed as retreat center and with the sacred text project.

Many thanks!

Cristina Maria de Sousa e Silva
From Rio de Janeiro

Informação do ESET NOD32 Antivirus, versão da vacina 9554 (20140317)

A mensagem foi verificada pelo ESET NOD32 Antivirus.

<http://www.eset.com>

Tricia Potter

From: Laurie Hopman [hopman@hawaii.rr.com]
Sent: Monday, March 17, 2014 11:55 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: Ratna Ling Buddhist Retreat Center permit application

To the Board of Supervisors:

Thank you for the opportunity to write in support of the application for Ratna Ling. I live in Hawaii and travel regularly—once or twice a year for almost 20 years-- to California for retreats and on several occasions have been fortunate to be able to do my retreat at Ratna Ling, and have every intent of returning. It is a wonderful setting of spacious beauty and peace in harmony with nature. The quiet, the trees, birds and wildlife, blue sky are all inspirational in supporting my meditation and Buddhist practice.

Part of my retreats has been the opportunity to work a few hours each day at Dharma Publishing helping to create and package the books of Buddhist texts. This is a charitable effort to produce and distribute at no cost sacred scripture to Tibetan monks in exile. These books are written in Tibetan and distributed at the annual prayer ceremony in Bodh Gaya, India to large gatherings of Tibetan monks. These texts are precious remnants of the sacred knowledge that once flourished in Tibet, restoring at least partially some of the great libraries that were lost when the Chinese took over Tibet in the 1950s, destroying the monasteries. Preserving these rare texts so this sacred knowledge is not lost is such an important work, and participating in the effort to put them in the hands of the monks and scholars who can study them and use them is an activity of great merit and privilege. I have treasured that opportunity.

I am very grateful that such a special place exists and that I have been able to experience being there. I hope to be able to be there often in the future. Please help us continue this work of preserving and spreading the Dharma, and support the Master Use Permit that was approved in June 2012.

Thank you for your consideration.

Sincerely,

Laurie Hopman, MD
409 Kilauea Avenue
Hilo, Hawaii 96720
(808) 933-9187

Tricia Potter

From: Athena Pappas [athenapappas@prodigy.net]
Sent: Monday, March 17, 2014 9:49 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: Ratna Ling

Dear Supervisors Gorin, Rabbit, Zane, McGuire & Carillo,

I writing to encourage you approve Ratna Ling's application for a Master Use Permit.

As a yoga teacher who has led retreats there on three separate occasions and have two more retreats scheduled for this year, I have experienced first hand the warmth, generosity and integrity of the spiritual community at Ratna Ling. I wholeheartedly support the religious work they are doing particularly in regard to the reprinting of sacred Buddhist texts. This has great cultural value and importance.

The tranquility and calm of the environment created by Ratna Ling community members is an essential reason why I continue to bring groups there. The retreats I lead are intended to help my students deepen their spiritual practice (yoga is ultimately the study of one's self in order to achieve self-realization). Ratna Ling provides my groups with beautiful facilities, impeccable care and attention to every detail that allows for students to have a perfect environment for spiritual practice. I searched all over Northern California and found no place as well-suited for my retreats as Ratna Ling. The students who've attended have enjoyed and been transformed by their time at Ratna Ling.

In all my time spent at Ratna Ling, during which time I have walked the grounds and on the road, I have never seen or heard the press nor could I even tell someone where it was. I have never encountered any traffic on my way in or out of Ratna Ling nor have any of the participants who have attended my retreats.

I sincerely hope that you will approve Ratna Ling's application so that the spiritual community may continue with their religious works and continue offer a place of retreat to spiritual group leaders such as myself. Please feel free to contact me should you need any more information from me.

Sincerely,

Athena D. Pappas
139 Hugo St. #5
SF, CA 94122

cell 415-470-4570

Tricia Potter

From: Christian Doering [c.doering@comcast.net]
Sent: Monday, March 17, 2014 9:46 PM
To: Efren Carrillo; Susan Gorin; Mike McGuire; David Rabbitt; Shirlee Zane
Cc: Cynthia Demidovich; Gene Gretchen
Subject: Ratna Ling Master Use Permit

Dear 5th District Supervisors,

I'm writing today to ask you to grant full and final approval for Ratna Ling's Master Use Permit. I reside in your district, on The Sea Ranch at Lupine Close. I am a supporter of the Nyingma Institute, and hope that Ratna Ling can continue all of its operations in line with the Master Use Permit.

I have direct experience of the printing operations at Ratna Ling, having contributed my time and labor as a volunteer. I would not use the word "industrial" to characterize what goes on there. Rituals are performed at the start and end of the work day. The output of the printing presses is not, for the most part, commercial items for sale, but sacred objects, which have at least as much value to Buddhists around the world, especially Tibetan Buddhists whose traditions have been under threat of extermination for over 50 years. The entire activity is performed with a deep regard for the environment and for the people who participate in it.

I appreciate the concern that Cazadero residents have expressed for their quiet and comfort. I was quite happy to move from Annapolis Road to Lupine Close a few years ago. On this residential cul-de-sac, the loudest sound is the ocean after a storm or the winter rain. Quite a contrast to Annapolis Road, where traffic to and from the transfer station, the CalTrans maintenance yard, Horicon School and local businesses could be noisy at any time day or night. I never thought that the answer to my personal noise problem was to move essential facilities that benefit everyone in the region.

Ratna Ling has benefited everyone in our region also, by donating a fire engine to the Timber Cove fire department, by allowing unused structures on its premises to be used for training by Timber Cove fire fighters, by putting its multi-million gallon reservoir at the disposal of the fire department, and by constructing a water fountain and rest station for the use of bicyclists.

Denying or amending the Master Use Permit could disrupt the global dispersion of Buddhist teachings, inflict a severe financial burden on the Nyingma Institute, and deprive a small but highly dedicated group of volunteers of activities that they consider essential to their spiritual work. Denying or amending the Master Use Permit could not restore Tin Barn Road, Hauser Bridge Road or Seaview Road to the state they were in 40 years ago. There has been substantial development, such as wineries, glass blowing operations, sheet metal fabrication and other "industrial" operations since then. I hope that the 5th District Supervisors will allow Ratna Ling to continue being a good neighbor to all the residents of Cazadero and surrounding communities.

Best Regards,

Christian Doering

Tricia Potter

From: d.dulberg@comcast.net
Sent: Monday, March 17, 2014 9:38 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo; Cynthia Demidovich
Cc: publicrelations@ratnaling.org
Subject: Ratna Ling Hearing

Dear Sonoma County Supervisors Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, Efren Carrillo and Sonoma County Planner Cynthia Demidovich,

As a lifetime Sonoma county resident, I ardently support Ratna Ling, both its retreat facility and its text publishing facility. It is exactly the sort of endeavor that makes our county an amazing, vibrant place to live.

I first came across Ratna Ling on a bike ride along the beautiful, rugged roads that make Sonoma County a world-class destination for cyclists. At the top of one of the steepest grades, on Hawser Bridge Road, there appeared a water fountain, a flat rock for sitting beneath a shady tree, and a rack to hold my bike while resting weary legs. Who would think to care for anonymous cyclists as they tested themselves against the most challenging roads Sonoma County has to offer? A small card read "Ratna Ling." What was a Ratna Ling?

A web search provided the answer and my wife and I decided to go and see what this place was. Without an invitation, or reservation, we were greeted with a cup of warm tea and even warmer laughter. The beauty and tranquility of Ratna Ling was immediately apparent. An even deeper beauty and tranquility emerged as we learned about the publishing facility, how the Tibetan Buddhists had been violently exiled from their mountainous homeland, and how this facility was a crucial link to Tibetan Buddhism because many of the texts produced are donated to exiled monks. I am so proud to live in a place that is the nexus of such a noble, world renowned mission.

I have ridden Hawser Bridge Road on my bicycle more than a dozen times. Each time I am struck by how quiet it is there. There is no noise from either the press or the retreat, almost no motor traffic. The wind through the redwood trees is almost always the only sound. We have stayed many times in the cottages which are situated directly across the road from the press. We have heard birds and crickets, but never anything even remotely "industrial" sounding.

These are good neighbors who go out of their way to be gracious and engaging. I know they have provided the community with a fire truck, a playroom at the local school and a Red Cross emergency trailer. They have a history of great patience and empathy, making every effort to listen to and address the concerns of their neighbors.

I passionately urge you to allow Ratna Ling to continue to exist with its current approved operating plan, under the already closely examined and exactly followed permitting procedure. This is a great fit for this beautiful part of the world—an organization and place that is a boon for the environment, the economy, the reputation and, yes, even the spirit of Sonoma County.

Sincerely,

David Dulberg

540 Wagnon Road

Sebastopol, CA 95472

707 529 5360

Tricia Potter

From: jdulberg@comcast.net
Sent: Monday, March 17, 2014 9:12 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo; Cynthia Demidovich
Subject: Ratna Ling Retreat Center

Dear Supervisor Gorin, Supervisor Rabbitt, Supervisor Zane, Supervisor McGuire and Supervisor Carrillo,

I have recently been made aware of the hearing on April 8 regarding Ratna Ling Retreat Center. I have visited and stayed over night at the Center at least 10 different times over the last 4 years. I took a tour of the religious printing press the very first time I visited the center and truthfully have never seen, heard or even smelled the press on any subsequent visits. Perhaps you know that the cottages and meeting rooms are in close proximity to the religious printing press, but I can't even remember there it is located on the property since they have done such a magnificent job of respecting the neighbors and visitors with its placement and operational practices. The only hint of the press I have seen is when the wonderful volunteers working in the press sit together with the visitors and share the meals in the cafeteria.

Ratna Ling is a wonderful addition to our community. As a past executive director of a local non-profit organization, a past manager at one of our county's most prominent institution of higher education, and currently a manager at one of our local non-profit hospitals, I have used Ratna Ling on many occasions. I have brought my staff there for meetings and all day retreats. Keeping in line with their mission, they have always offered their services and facilities at little or no charge. While other non-profits have offered a meeting room at over \$600 a day, Ratna Ling requested a donation for lunch of \$10 a person and gave us the meeting room for free! As a result of these meetings many individuals then return to enjoy the tranquil setting, the beautiful facilities and the opportunity to participate in the free yoga classes, meditation classes, dharma talks and education Ratna Ling can provide.

I know that many of the people who I have brought to the Center are amazed by the work of the Religious Press and though there was not time to work at the press on the day of the meeting, many have returned to volunteer because they felt so strongly about giving back to such a worthy cause. I feel strongly that this is a very unique opportunity to contribute to the cultural importance of saving the Tibetan Buddhist sacred text, it is internationally recognized and bring positive recognition to Sonoma County and I support this without hesitation.

There is no other facility like it in Sonoma County. The all volunteer staff at Ratna Ling welcome all. They are very interested in serving their community in any way possible. On several occasions I have received the donation of free personal retreats for fund raising raffles in the community, I know they have donated a fire truck, and my husband has used the bike watering station on numerous occasions.

I request that you continue the approval of the Master Use Permit to that Ratna Ling can continue serving our community both locally and internationally.

I am honored as a return visitor/supporter, to know I am contributing to such a worthy cause.

Thank you,

Jeannie Dulberg, MA, MFT

Home address:

540 Wagnon Rd.

Sebastopol, CA 95472

Tricia Potter

From: Kelli Schultz [mommykelli@att.net]
Sent: Monday, March 17, 2014 8:27 PM
Cc: Cynthia Demidovich; genegretchen@yahoo.com; Efren Carrillo; Mike McGuire; Shirlee Zane; David Rabbitt; Susan Gorin
Subject: Ratna Ling Support

To all of those involved in the decision making process,

We hope you will focus on the the many positive things Ratna Ling brings not only to the community but also to the individuals that consider it a welcome retreat and look forward to staying in this beautiful and serene sanctuary. As is their intention all of our visits have been only blessed by beauty. Being on the property their publishing press is discreet and leaves only silence and blue sky. If we had not been given a tour we may have missed it. Given the Chinese destruction of thousands of monasteries and libraries there is a cultural and spiritual importance in saving the Tibetan Buddhist sacred texts. This printing and distribution work preserves and spreads the Dharma. It is also internationally recognized and brings positive recognition to Sonoma County which enables support for both parties.

They have been generous and welcoming to the surrounding community as well, such as the gift of a fire engine, building of a playroom at the school, providing a Red Cross emergency trailer, offering free yoga classes to the neighbors, and providing a water and rest stop for cyclists on Hauser Bridge Road.

They have been open to your thoughts and willing to honor your feelings by keeping the area quiet and clean. We hope you will do the same by honoring their commitment to manifesting a world where peace and love rule. It is an awesome experience when we can be a community of unity! We thank you in advance for opening

your heart and minds and leaving a legacy of love for the generations to come.

Many thanks & blessings,

Kelli Schultz

1351 E 6th St

Benicia, Ca 94510

707-980-4428

Tricia Potter

From: Charles Fisher [c_fisher@mac.com]
Sent: Monday, March 17, 2014 8:15 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo; Cynthia Demidovich
Subject: Ratna Ling - for the record

Dear board of county supervisors:

For the Record: In Support of Ratna Ling

I wish to express my support of the printing of sacred texts at Ratna Ling. I have stayed at Ratna Ling several times (with their generous support) for retreat and meditative purposes. It is a peaceful and kind community. The role they play in printing and shipping Buddhist sacred texts to exiled monks is a gift to a compassionate world, religious freedom, and human rights.

Please support the continued work of this beautiful community partner.

Sincerely,

Chuck Fisher

Charles L. Fisher, PhD
16110 Coleman Valley Rd.
Occidental, CA 95465
(707) 843-9335
c_fisher@mac.com

Tricia Potter

From: Abbe Blum [abbeblum1@gmail.com]
Sent: Monday, March 17, 2014 6:39 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; Gene Gretchen
Subject: In Support of the Ratna Ling Retreat Center and the Master Use Permit to be considered on April 8, 2014

To Supervisors Gorin, Rabbitt, Zane, McGuire, and Carrillo:

I write this email to urge you all to give your full support to Ratna Ling's pending application for a Master Use Permit covering its retreat and sacred text publication activities.

I have been on multiple retreats over quite a few years (at least eight) at Ratna Ling; I take on average at least one a year. Each major retreat program (1-3 weeks) integrates work on the sacred texts with the other parts of meditation, yoga and lecture. This grounded, balanced method offers an absolutely unique opportunity to have contact with such texts and how they are produced. That contact is a key part of the whole retreat experience; and in fact it is part of the Tibetan Buddhist tradition. I have also had the great good fortune of being part of the text and prayer wheel distribution in Bodh Gaya India, the place of the Buddha's enlightenment and a World Heritage site. There, these same sacred texts produced at the press at Ratna Ling were given out --gratis--to thousands of Tibetan monks, nuns and lay people at the annual World Peace Ceremony. This work is of international humanitarian significance, crucial to preserving the culture of the entire Tibetan people.

Over the years I've also been at Ratna Ling when the neighbors have come to picnics and to do some yoga. The year before last one nearby neighbor enthusiastically attended a longer Tibetan yoga (Kum Nye Dance) retreat that I was taking.

I also have observed over the years how Ratna Ling has preserved the environment; the turkeys run about, and deer are all around, in and out of the redwood groves. Just this last month in February I frequently saw several family of quail quite at home. Ratna Ling is a beautiful and sheltered place. Those who live and work there and devote themselves to this center deserve recognition for their skillful tending of the land.

Sincerely,

Abbe Blum, Ph.D.

2162 Vine Street

Berkeley, CA 94709

510-704-1478 (h)

510-295-8870 ©

Tricia Potter

From: Martin Scott [martin@martinyoga.com]
Sent: Monday, March 17, 2014 6:00 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo; Cynthia Demidovich
Cc: genegretchen@yahoo.com
Subject: In Support of Ratna Ling

To the Supervisors of Sonoma County -

I am writing to you to express my support of Ratna Ling and their work. I have been to Ratna Ling over the past several year on multiple occasions and I cannot express enough what a peaceful, quiet place it is. Being devoted to Tibetan Buddhism, they observe silence and only talk at short, specific times of the day. This respect for silence is not just for the people who work there but their facilities too. I have been inside their printing facility and it is so quiet that you would never know the amazing work that they are doing there.

The building where they do the printing is so secluded and quiet and removed from everything else that I've never heard noise coming from it at all. I've hosted retreats at Ratna Ling and some of my students have volunteered their time to work in press room and they have all commented on the amazing impact of the work that is done there to preserve the Tibetan Buddhist sacred texts. They all commented on the impact how working in the press room is clearly part of the spiritual practice that is integral to Ratna Ling.

It is so imperative that they are allowed to freely continue the work that they do here in the USA since it is not allowed in the native land of their religion, Tibet. This is especially important because so much of their history and sacred texts have been destroyed by war, invasion of Tibet and persecution. It would be a very sad disservice to the world if the press at Ratna Ling were no longer printing.

Best regards,
Martin Scott

Tricia Potter

From: Lynn Olechnowicz [petraspect@gmail.com]
Sent: Monday, March 17, 2014 5:39 PM
To: David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo; Susan Gorin
Cc: Cynthia Demidovich
Subject: Please approve Ratna Ling's Master Use Permit application

Dear Supervisors,

I have had the very good fortune to participate in several programs at Ratna Ling over the past five years. I love Sonoma County and each time I visit the beautiful and serene Ratna Ling facility, I extend my trip by also staying some days in local campgrounds and inns to enjoy the natural beauty of the county, contributing my little bit to grocers, innkeepers, restaurants and shops.

The experience of working on the sacred texts at the press was a particularly enriching part of the programs. It provided the opportunity to put my spiritual and religious values related to serving others into meaningful action. The texts and the extreme respect given them by both those who produce and receive them are at the heart of the preservation of both Tibetan Buddhism and Tibetan culture. Working at the press was a great privilege and blessing that continues to benefit both myself and others to this day.

Please carefully weigh your decision and consider the enduring spiritual value of the work done at Ratna Ling. The work done at the press is very precious and a blessing not only to those who work on the texts and receive them, but also to its locale - bringing a subtle yet significant positive value to the environment and all beings in its vicinity.

Thank you for your consideration of this matter.

Best,
Lynn Olechnowicz
510-520-4366

Tricia Potter

From: Julia Witwer [juliawitwer@gmail.com]
Sent: Monday, March 17, 2014 5:32 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich
Subject: a letter in support of Ratna Ling

County of Sonoma Board of Supervisors
575 Administration Drive, Room 100A
Santa Rosa, CA 95403

Dear Members of the Board of Supervisors,

I am writing to express my heartfelt support for the Ratna Ling Retreat Center, whose Master Use Permit is presently under appeal.

I lived for three years at the nearby Odiyan Retreat Center, and during my tenure there I participated in sacred text production at Ratna Ling. This activity has major cultural significance and is an enormous service to the people of Tibet, who lost most of their libraries when their country was annexed by China. Ratna Ling's printing activity is also an important religious practice for the residents, who express their commitment to their faith by preserving and disseminating these texts, free of charge, to Tibetan Buddhist practitioners in Asia.

Ratna Ling's printing activities are surprisingly quiet. Printer and bindery noise is not audible from the road, or even from nearby buildings. In my experience, during the years I lived in the area, the printing press generated substantially less noise and disturbance than local logging activity.

Over the years, Ratna Ling and its residents have reached out in many ways to the local community. For instance, Ratna Ling donated a fire engine to the local fire protection district, and a Ratna Ling community member serves as a volunteer firefighter. Ratna Ling also funded the construction of a playroom at the local school, and has offered a series of Tibetan Yoga classes to its neighbors free of charge.

Beyond this kindhearted activity, the demeanor of Ratna Ling residents makes the center a good fit with the local scene in many ways. The volunteers are gentle, hard-working, and courteous. They cause no commotion. They genuinely love the land and respect its distinctive character.

It is my understanding that Sonoma County's Permit and Resource Management Department found no code violations at Ratna Ling after a lengthy and comprehensive review process, and that the Board of Zoning Adjustments unanimously approved Ratna Ling's application for its new Master Use Permit in 2012. I urge the Board of Supervisors to uphold this ruling and to continue to support Ratna Ling's modest presence and beneficial activity in the area.

Sincerely,

Julia Witwer

Writer and Researcher

Guna Foundation
Berkeley, CA

Tricia Potter

From: Alicia Fazio [aliciaf60@gmail.com]
Sent: Monday, March 17, 2014 5:23 PM
To: Susan Gorin; David Rabbitt; Shirleen.Zane@sonoma-county.org; Mike McGuire; Cynthia Demidovich; Efen Carrillo
Subject: Ratana Ling Retreat Center

To the County Supervisors

I am writing to you to express my support of the Ratna Ling Retreat Center and the printing operation. I have participated in several retreats over the past several years. A part of everyday in each retreat was devoted to working on these sacred texts in the printing operation. The experience was so profound. The atmosphere is quiet with only essential speech no other distractions except the hum of the machines. The walls are covered with sacred art. The books are elevated and held with deep respect. Never placing them on the floor. If dropped we pick them off the ground and touch the pages to our heads in deep respect. It is a beautiful opportunity to touch and work with these precious works of wisdom. In the Buddhist tradition the text are placed on the altar to be venerated as words of the holy ones. The production of the text is done by volunteers and retreatants like myself. Unskilled in book production but holding these works in the highest regard, we learn deep appreciation for mindfulness and care.

The experience of working on these books is one of the highlights of each retreat I have taken. What an amazing opportunity that we have so freely been given. Traditionally it is rare to even touch these books. I hope you supervisors will support the continuation of this most amazing contribution.

Sincerely

Alicia Fazio
8340 Blackney Rd.
Sebastopol, Ca 95472

Tricia Potter

From: Mark Henderson [markghender@gmail.com]
Sent: Monday, March 17, 2014 4:12 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo; Cynthia Demidovich
Subject: Ratna Ling Use Application

Dear Honorable Supervisors & Sonoma County Planner,

Earlier this year I was in Bodhgaya, India, helping as a volunteer with the distribution of the sacred texts published at Ratna Ling in Sonoma County.

While in Bodhgaya I met a monk from Great Britain, who is training in the Tibetan Buddhist tradition. In conversation it came up casually that I was working with the book distribution. This monk halted the conversation midstream and told me directly that the book distribution from Ratna Ling is well known in the Tibetan Buddhist communities throughout all of South Asia; that the book distribution is having an enormous impact in vitalizing the tradition; and that I should never think of it casually at all -- "this is a really big deal, of historic proportions" he said.

It is easy to forget that the people and culture of Tibet have been traumatized in modern times. Imagine for a moment -- if overnight -- all of our schools, universities, libraries, and places of worship were reduced to rubble by an occupying force. Where would we begin anew? Who would we look to for help?

I encourage each of you to consider the use application of Ratna Ling in the most favorable light imaginable.

Best wishes,

Mark G. Henderson, J.D., LL.M.

Tricia Potter

From: joleen vries [joleenvries2@hotmail.com]
Sent: Monday, March 17, 2014 2:31 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: Support for Ratna Ling

Dear Supervisors,

For quite some years, Ratna Ling in Sonoma County has been a treasured place for me to come to for finding comfort and shelter from the busy world. Being a retired psychologist now, it is my wish to continue coming in the future for retreats.

Coming from a very small and crowded country where there is almost no nature, in Ratna Ling I feel how its outer beauty and peace merge with inner feelings of peace and beauty in a natural way. Working on spiritual texts, which is an important part of the retreat, is a very strong support for deepening my spiritual experience. The combination of practicing during formal sessions and during 'work' brings meditation into 'daily life' and stays with me when I return. This is a unique aspect of the programs that are offered at Ratna Ling and has a remarkably longlasting effect on me. Actually I have scheduled a next visit this July!

This is the reason why I am requesting you to support Ratna Ling's application, so I – and hopefully many people - can continue to come in the future.

Thank you for your consideration.

Yours sincerely,

Joleen Vries

Amstelveen, Netherlands
+31626292799 (cell phone)

Tricia Potter

From: pbridge130@aol.com
Sent: Monday, March 17, 2014 1:04 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich
Subject: Regarding the Ratna Ling Retreat Center

To the Sonoma County Board of Supervisors:

I wish to respectfully express my support for the Ratna Ling Retreat Center, on Hauser Road, Cazadero. I am familiar with the Center only because of my use of Hauser Road. I have no direct relationship with the Center, although I am aware of some of the good work they do, supporting a persecuted religious minority in China and Tibet, and working to preserve sacred texts. I also understand that they have proven to be a good neighbor in a variety of ways, including the donation of a fire truck. I have myself taken advantage of the potable water faucet they have provided for the use of the public, near the road.

I find the Center to be visually appropriate for its location, with low rooflines and reasonable screening from the road. I have never experienced significant traffic impacts resulting from Center activities. I have never heard any noise from the Center, but have only experienced tranquility when nearby.

The Center has made a significant investment in our county, and their activities are those of a good citizen and good neighbor. Again, please allow me to respectfully express my support for the Center.

Peter Bridge
3043 Burnside Rd
Sebastopol, CA

Tricia Potter

From: Gene Gretchen [genegretchen@yahoo.com]
Sent: Monday, March 17, 2014 12:28 PM
To: Mike McGuire; Efen Carrillo; Shirlee Zane; Susan Gorin; David Rabbitt
Cc: Cynthia Demidovich
Subject: Fw: Ratna Ling support

From: Christina Gill <chgill@bggroupinc.com>
Subject:

Message Body:

Yesterday I went for a long challenging bike ride with my cousin, one that we had heard about but never tried. About three hours in we were wondering if we would make it Jenner before our water was depleted, when we saw a sign telling us potable water was ahead! What a treat to have a drinking fountain to fill our bottles, and stands for our bikes in the "middle of nowhere"! Thank you so much for your thoughtfulness, it is very much appreciated!

Many blessings to you all.

In peace,
Christina

--

Tricia Potter

From: Bob Dozor [bob@imcsr.com]
Sent: Monday, March 17, 2014 8:55 AM
To: Efren Carrillo; Mike McGuire
Subject: FW: Ratna Ling
Attachments: letter to supervisors about RL.doc

From: Bob Dozor
Sent: Friday, March 14, 2014 3:03 PM
To: 'Susan.Gorin@sonoma-county.org'; 'David.Rabitt@sonoma-county.org'; 'Shirlee.Zane@sonoma-county.org'; 'Mike.Mcquire@sonoma-county.org'; 'Efren.Carillo@sonoma-county.org'
Cc: 'Cynthia.Demidovich@sonoma-county.org'; Ellen Barnett; 'Gene Gretchen'; Bob Dozor
Subject: RE: Ratna Ling

To see the letter on letterhead – see attached

Bob Dozor

From: Bob Dozor
Sent: Friday, March 14, 2014 3:00 PM
To: 'Susan.Gorin@sonoma-county.org'; 'David.Rabitt@sonoma-county.org'; 'Shirlee.Zane@sonoma-county.org'; 'Mike.Mcquire@sonoma-county.org'; 'Efren.Carillo@sonoma-county.org'
Cc: 'Cynthia.Demidovich@sonoma-county.org'; Ellen Barnett; Gene Gretchen; Bob Dozor
Subject: Ratna Ling

Supervisor Susan.Gorin@sonoma-county.org
Supervisor David.Rabitt@sonoma-county.org
Supervisor Shirlee.Zane@sonoma-county.org
Supervisor Mike.Mcquire@sonoma-county.org
Supervisor Efren.Carillo@sonoma-county.org
Cynthia.Demidovich@sonoma-county.org

Re: FILE PLP08-0021
Ratna Ling Retreat Center

Dear Sonoma county supervisors:

As a Sonoma County resident, I am writing you to express my support for the Ratna Ling Retreat Center and the wonderful work they do in reproducing sacred texts for free distribution to Tibetan refugees, as well as providing educational and life experiences for folks like me and my children.

I have had the opportunity to enjoy the tranquil setting at Ratna Ling where the printing press can neither be seen nor heard. I know that many retreatants volunteer to work on the sacred texts as part of their retreat experience, as have I on a number of occasions. I found working in the bindery for a half day deeply meaningful. My wife and daughters have also worked there. One daughter lived and worked at Ratna Ling for an extended time before going to Graduate school.

I know that a few people oppose Ratna Ling, but I cannot understand why. I think that Ratna Ling is a great resource for Sonoma county and hope that the County continues to support their great work and approves their application.

Sincerely,

Bob Dozor



Bob Dozor, MD

Supervisor Susan.Gorin@sonoma-county.org
Supervisor David.Rabitt@sonoma-county.org
Supervisor Shirlee.Zane@sonoma-county.org
Supervisor Mike.Mcquire@sonoma-county.org
Supervisor Efren.Carillo@sonoma-county.org
Cynthia.Demidovich@sonoma-county.org

Re: FILE PLP08-0021
Ratna Ling Retreat Center

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I know that a few people oppose Ratna Ling, but I cannot understand why. I think that Ratna Ling is a great resource for Sonoma county and hope that the County continues to support their great work and approves their application.

Sincerely,

Bob Dozor

CONVENTIONAL, COMPLEMENTARY, AND ALTERNATIVE MEDICINE

175 Concourse Boulevard, Santa Rosa, CA95403 | phone: 707-284-9200 | fax: 707-284-9204 | www.imcsr.com

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 2:59 PM
To: William Passaretti
Subject: FW: Ratna Ling E-mails
Attachments: Ratna Ling; Support for Ratna Ling; Ratna Ling Buddhist Retreat Center; RE: Ratna Ling Master Use Permit Application

From: Irene Hays
Sent: April 04, 2014 11:23 AM
To: Cynthia Demidovich
Subject: Ratna Ling E-mails

Tricia Potter

From: Charaka Jurgens [charaka32@hotmail.com]
Sent: Monday, March 17, 2014 6:16 AM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: Ratna Ling

Dear Supervisors,

I address this letter to you to express my appreciation for retreat Center Ratna Ling. At the same time I ask you to consider its support.

I feel fortunate to have come accross this place and to have discovered the sensational beauty of Sonoma County as well.

Retreats there have been great experiences for me. In the course of many years I have found my way there again and again, in different seasons. The beauty of the country, the peaceful stillness, the animals and birds, it all contributed to enhance the spiritual practices Ratna Ling provided. Alternating with focussed working on the text project created a perfect balance. A stay there always made me feel refreshed and strong, even if sometimes it had to be short. I hope to be able to visit Ratna Ling soon again.

I will be grateful to you for considering my request for the support of Beautiful Ratna Ling.

sincerely yours,

Charaka Jurgens
Amsterdam 17.march 2014

Tricia Potter

From: Ineke Smits [is.inekesmits@gmail.com]
Sent: Monday, March 17, 2014 5:44 AM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: Support for Ratna Ling

Dear Supervisors,

Since many years I have been coming to Ratna Ling in Sonoma County for retreats.

Being there is a deep treasure to me. I receive highly inspirational classes and I get the opportunity to contribute to the valuable work of the Yeshe De text project, that is supporting Buddhist monks and nuns in the Asia to further their study.

The combination of work and study in Ratna Ling promotes harmony and wellbeing in me as an individual, so I will be able to transfer it further to people around me. Therefore I consider Ratna Ling a source for spreading peace in the world.

I have seen many places in the world, but never a place like Ratna Ling. The way Ratna Ling is set up and the work and study offered there is really unique. I have learned there how to use my energy well and have become a happier and healthier person. I am using this inspiration well to share it and spread it as much as possible. The hospitality and beautiful environment of Sonoma County makes this inspiration complete.

Even this summer I am planning to come to Ratna Ling to further my study and contribute to the text project.

I very seriously request you to support Ratna Ling in it's application, so I and many more people from Holland and other countries can continue coming to work and study in Ratna Ling and enjoy the wonder and inspiration of Sonoma County.

I want to thank you for considering this request.

Yours sincerely

Ineke Smits

Trainer
Dutch Council for Refugees
Amsterdam
Holland

Tricia Potter

From: Rosalyn White [rosalynw@ratnaling.org]
Sent: Saturday, March 15, 2014 3:49 PM
To: Efren Carrillo; +shirlee.zane@sonoma-county.org; +Susan.Gorin@sonoma-county.org;
+David.Rabbitt@sonoma-county.org; +mikemcguire@sonoma-county.org;
+Cynthia.Demidovich@sonoma-county.org; +Tennis.Wick@sonoma-county.org
Subject: Ratna Ling Buddhist Retreat Center

Dear Supervisors and Ms.Demidovich,

We deeply appreciate the time you have taken to understand the issues surrounding the Ratna Ling Retreat Center. As a member of the organizations related to Ratna Ling for over 40 years, I would like to emphasize that we have always made an effort to give something back to our world, while being vigilant about following all laws related to the running of non-profit organizations. We have also attempted to be good neighbors in the communities in which we work. We plan to continue these practices well into the future, and are especially interested in building bridges of mutual respect and caring with our neighbors on the Seaview Ridge.

From 1975 to 2004, I worked with Dharma Publishing, first as art director and later as executive director. From 2004- 2014 I worked as executive director of Tibetan Aid Project. At the beginning of this year, I was asked to be co-director of Ratna Ling. It has been my privilege to see the significant difference our organizations have made in the world over the last 40 years. We have helped to keep the endangered culture of Tibet alive and well in the refugee communities throughout the Himalayan region, mainly by donating books in the Tibetan language. We have published over 100 books in English, on topics from Buddhist philosophy and meditation to children's books. And our Institute in Berkeley has offered classes to many thousands of people, helping them find more peace and meaning in their lives.

We understand that our neighbors were very disturbed by the construction that occurred from 2004- 2009. This is a very legitimate complaint, in a quiet, rural area. But we have voluntarily curtailed all construction since then. Our pending Master Use Permit application seeks to add only one structure not previously permitted, a modest 6 bedroom dormitory. The publishing facility cannot be seen or heard from the road and requires less than one truck per day to keep supplied. It is considered part of the spiritual practice of our volunteers to participate in what is considered the very meritorious work of creating sacred texts.

We feel that with a more open dialogue with our neighbors, they will come to trust that we do have a deep concern for their wishes of maintaining a quiet, congenial atmosphere on the ridge that we share with them. Since Ratna Ling is primarily a retreat center, a place of contemplation and renewal, we have exactly the same goal. And we will work diligently to rebuild that trust and sense of community. We hope the hearing on April 8, will mark the end of a contentious period and the beginning of a new era of cooperation and mutual respect on our ridge.

Best Wishes,
Rosalyn White
Co-director, Ratna Ling Retreat Center

Tricia Potter

From: Efren Carrillo
Sent: Friday, July 12, 2013 1:47 PM
To: 'Trish Durler'; Cynthia Demidovich
Cc: 'Tina Wallis'; 'Stephen K. Butler'; Susan Upchurch
Subject: RE: Ratna Ling Master Use Permit Application

Thanks for including me on the communication.

Kindly,
Efren

From: Trish Durler [<mailto:tdurler@cfk.com>]
Sent: Tuesday, July 09, 2013 9:56 AM
To: Cynthia Demidovich
Cc: Efren Carrillo; 'Tina Wallis'; 'Stephen K. Butler'
Subject: Ratna Ling Master Use Permit Application

Dear Cynthia:

Please see the attached letter and referenced attachments. Feel free to call if you have any questions.

Thank you.

Trish Durler

Assistant to Stephen K. Butler, Robert L. Quail and Tina Wallis

CLEMENT, FITZPATRICK & KENWORTHY

3333 Mendocino Avenue, Suite 200

Santa Rosa, CA 95403

Telephone: 707-523-1181

FAX: 707-546-1360

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:00 PM
To: William Passaretti
Subject: FW: Ratna Ling Copies of E-Mails
Attachments: Dharma Publishing Printing Press; 4/8/14 Hearing on Ratna Ling; Fw: American Red Cross support for Ratna Ling; Coastal Hills Rural Preservation request Supervisors to review document; Important; Ratna Ling/Dharma Press Industrial Printing Factory-Application PLP 08-0021; Ratna Ling Retreat Center; Supporting Ratna Ling; Buddhist factory; PLP 08-0021; Ratna Ling Retreat Center; Ratna Ling; In Support of Ratna Ling; Ratna Ling; Ratna Ling; FW: Board of Supervisors Contact Us: Issue from Susan Zerwick; Letter in support of Ratna Ling; PLP08-0021; In support of Ratna Ling

From: Irene Hays
Sent: April 04, 2014 11:29 AM
To: Cynthia Demidovich
Subject: Ratna Ling Copies of E-Mails

Tricia Potter

From: Van Cott Eddie [vancotted@yahoo.com]
Sent: Friday, April 04, 2014 8:31 AM
To: Efren Carrillo
Subject: Dharma Publishing Printing Press

Dear Efren,

I am writing in support of Dharma Publishing with regards to the operation of their printing press. I am not a resident of Sonoma County nor have I been a visitor to Ratna Ling, but I have read of the grievances filed against Dharma Publishing and am of the understanding that the press is legally licensed and that the Dharma Publishing directors have held numerous meetings with its neighbors and have conceded to their requests.

Dharma Publishing has been essential in preserving and distributing sacred texts throughout Asia to Tibetan Buddhist monasteries, monks and practitioners whose heritage and culture has been systematically destroyed since China's occupation began in 1959. Many great Tibetan Buddhist texts have been destroyed, as have the monasteries that once housed them. Over the last forty years, Dharma Publishing has published a good number of the few surviving texts and has committed itself to distributing them freely each year to the Tibetan refugee community and to the many monks and nuns from monasteries that have sprung up throughout India and the countries surrounding Tibet's borders. Many of these monasteries have been without texts since their founding. This is important work. These efforts have been crucial in preserving a vital portion of Tibet's rich culture and in assuring that Tibetan Buddhism remains alive and available to all of us.

Thank you for your consideration.

Sincerely,

Eddie Van Cott

Tricia Potter

From: Lake Perry [ladyloquat@gmail.com]
Sent: Friday, April 04, 2014 8:34 AM
To: Efren Carrillo
Subject: 4/8/14 Hearing on Ratna Ling

Dear Supervisor Carrillo,

I urge you to deny the application by Ratna Ling Retreat Center and Dharma Press for Master Use Permit Application PLP 08-0021, seeking to continue and expand a large-scale, industrial book factory in the coastal hills of western Sonoma County.

This rural RRD zone has been reserved by the county zoning code for open space, recreation, agriculture, animal husbandry, and those industries and commercial businesses that utilize, serve, and process the products of the land. Our General Plan permits a religious retreat in this zone, but not a large-scale industrial printing factory. This printing factory is not ancillary to Ratna Ling Retreat. Dharma Press is the primary activity on the site.

Dharma Press operations require that all materials and labor be transported from large urban areas into the book factory, and then the finished products are once again transported by truck to the same urban areas. Therefore the carbon footprint of each book produced is huge, even before they are shipped to their destinations around the globe. Many of these books are delivered free of charge to India and Nepal, but many are sold commercially to the general public along with other profitable products through their website.

Dharma Press printed successfully from industrial zones in the East Bay and Berkeley for 37 years and could continue to do so, just minutes from the Port of Oakland. The printing plant in the hills above Cazadero and Timber Cove is of no benefit to Sonoma County, its residents, or its businesses and industries, as Ratna Ling and Dharma Press pay no taxes due to a religious exemption. Without paying to maintain them, they utilize public roads and other infrastructure to run their large-scale industrial operations.

Aside from the construction phase, Ratna Ling and Dharma Press provide no jobs for local residents. The printing operations are run by volunteer staff who are recruited from Ratna Ling Retreat. Ratna Ling has produced over 400,000 books annually (2011), which is quadruple the amount allowed in their 2004 Use Permit conditions. They are now requesting unlimited book production.

Sonoma County has been zoned to protect, enhance, and sustain its resources. The large-scale, industrial printing factory at Ratna Ling, currently 60,234 square feet and growing, is not compatible with this rural, agricultural area.

No one is exempt from the law and zoning regulations. Please uphold and enforce our zoning protections by denying this application.

Sincerely,

Lake Perry
23870 Fort Ross Road
Cazadero, CA 95421

Tricia Potter

From: Gene Gretchen [genegretchen@yahoo.com]
Sent: Thursday, April 03, 2014 2:38 PM
To: Efren Carrillo; Mike McGuire; Shirlee Zane
Subject: Fw: American Red Cross support for Ratna Ling

----- Forwarded Message -----

From: Daniel Albers <dana@ratnaling.org>
To: Gene Gretchen <genegretchen@yahoo.com>
Cc: dana@ratnaling.org
Sent: Thursday, April 3, 2014 2:14 PM
Subject: American Red Cross support for Ratna Ling



**American
Red Cross**

**Sonoma, Mendocino
Counties Chapter**
5297 Aero Drive
Santa Rosa, CA 95403
Tel (707) 577-7600
Fax (707) 577-7621
www.arccsm.org

March 31, 2014

Gene Gretchen
Director
Ratna Ling Retreat Center
35755 Hauser Bridge Road,
Cazadero, CA 95421

Dear Mr. Gretchen:

As the Regional Executive Officer for the American Red Cross, I wanted to reach out and thank you and the members of Ratna Ling for your continued partnership in helping to make sure our community is prepared to care for each other during times of emergency. Your commitment is inspiring and well appreciated by those of us who focus on this every day.

The recent tragic mudslide in Washington (we have sent six of our local disaster workers to assist on the response), earthquake in Los Angeles and storms in the Philippines continue to teach us that we can never be too prepared. And that only through mobilizing the community, we are able to truly care for each other in teams of need.

Our upcoming drill is an example of this partnership and we very much appreciate working side by side with you on this effort.

Please thank all your members and leadership on my behalf and let me know if there is anything else we can do in our mutual effort to keep our community safe and well.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Miller".

Tim Miller
Regional Chief Executive
American Red Cross

Tricia Potter

From: Bruce Johnson [sculptorbruce@gmail.com]
Sent: Thursday, April 03, 2014 1:10 PM
To: Efren Carrillo; Susan Gorin; Shirlee Zane; David Rabbitt; Mike.Mcquire@sonoma-county.org; Rose Zoia
Subject: Coastal Hills Rural Preservation request Supervisors to review document
Attachments: SHORT RESPONSE TO PLP08.docx

April 3, 2014

Re: Ratna Ling and April 8, 2014 Hearing

Dear Supervisors,

We have reviewed the SMND for Use Permit PLP08-0021 and find "THE PROJECT" description to be seriously misleading. Read the first paragraph of THE PROJECT on page 2 of the SNMD..

"This is a request for a Master Use Permit (MUP) for the Ratna Ling Buddhist Retreat Center. The MUP will harmonize previously approved and new uses in a single document. The MUP will expand an existing non-commercial Buddhist Retreat Center. No physical expansion of the existing accessory, not-for-profit Tibetan Buddhist printing facility is proposed."

This is totally misleading. This new MUP will increase the permitted printing facility by 300%. Please examine the attached document, "short response", that critiques the Project description. The critique is concise and informative and follows the PROJECT description in the order that the SMND presents it. Wording issues are difficult to discuss in a hearing but they are critical to the decisions you, as Supervisors, will be making

Thank you for giving this your attention.

Sincerely, Bruce Johnson, Coastal Hills Rural Preservation

SHORT RESPONSE TO PLP08-0021
Subsequent Mitigated Negative Declaration, 2/28/2014

PAGE 2
File # PLP08-0021

B. THE PROJECT:

“The MUP will expand an existing non-commercial Buddhist Retreat Center”

This is true. This new use permit will increase the population by 80.

“No physical expansion of the existing accessory, not-for-profit Tibetan Buddhist printing facility is proposed”

This sentence is totally misleading. The new Use Permit will increase the permitted printing facility by 300%. “No physical expansion of the existing accessory...” refers to the 40,000 sf of temporary tent warehouses that are in fact physically present but if approved would *triple* the printing facility. No “physical” change ignores that the temporary tents should have been removed in 2011. By allowing these warehouses the printing operation will grow from 25% to 55% of all RL buildings. As such the printing facility is indisputably the primary land use at RL. This fact should trigger an EIR and require a General Plan amendment.

Perhaps even more insidious and equally misleading is the inclusion of “not-for-profit” to describe a printing facility when the 2004 Use Permit consistently describes printing as “non-commercial”.

The PROJECT description gives the impression that the entire MUP is about a Retreat Center when in fact the MUP is almost entirely about expanding and deregulating printing, warehousing and adding new uses of commercial printing, commercial manufacturing and Internet sales and distribution.

The MUP includes and would authorize all of the following:

1. Construction of One Dwelling for 12 Occupants.

This is worker housing. RL wants more workers.

2. Erect Eight Tent Structures.... On existing platforms

The eight existing platforms are from a previous illegal expansion addressed by code enforcement. The tents were removed but not the platforms. The tents are to house seasonal workers in the printing facility.

3. Permanent Structures for Sacred Text Storage. The status of these structures will convert from temporary to permanent as a result of the MUP”

Can one sentence in MUP convert huge temporary warehouses to permanent status without discussing warehousing as an industrial land use in RRD zoning? This is completely unacceptable. Moreover, with 40,560 sf of *warehouses* called “sacred text storage” industrial use at RL is 55% of all buildings not including press worker housing.

With permanent warehouses the Printing Facility at RL is clearly the primary land use. As such the Printing Facility is an unpermitted industrial land use in RRD zoning.

4. Maximum Site Occupancy and Flexible Use of Residential Units ... Additionally, overnight occupancy for all structures will be open to staff, volunteers and retreat participants.

The new MUP will increase maximum site occupancy on this RRD240 parcel by 80%. This the equivalent of 30 four person households, each living in a 4,000 square foot house, on one 120 acre parcel with insufficient water and more than 20 septic systems. This is far beyond the carrying capacity of the land. If RRD240 presumes one dwelling unit on 240 acres the new MUP will permit occupancy that is 60 times that density.

“Flexible use of residential units” is a core strategy to blur the distinction between workers and retreatants. If all press workers are called retreatants then labor devoted to printing is considered a retreat use. If Press workers are counted as workers the Press operation is clearly the primary use of labor and again printing becomes a primary land use and thus an unpermitted industrial land use. The increase of occupancy from 67 to 122 is immense and inappropriate. What other Retreat Center in Sonoma County could ask for an 80% increase without triggering an EIR. Don't let this happen.

5. Non-Textual Sacred Art Projects

Lavender eye pillows, coral and silver necklaces and meditation cushions are not sacred art even if non-Buddhist volunteers manufacture them. Dharma Bookstore website calls them “lifestyle products”. These products are manufactured at Ratna Ling and sold through Dharma Bookstore. All of Dharma Bookstore was moved from Berkeley to Ratna Ling in 2007. The bookstore is the sales division of Dharma Publishing and Dharma Manufacturing. Dharma Bookstore is an Internet store with sales, shipping and handling all housed at Ratna Ling. This Use is not even discussed in the so-called Master Use Permit.

6. Nyingma Senior Center

A senior center is a new use with 6 Residents and an unknown number of Caretakers. Is this home care, skilled care, nursing care? After working hard for decades and with no retirement benefits elderly community members definitely need and deserve this care. RL has also floated is a Health Clinic proposal which is yet another use. It might be better for RL to first provide retirement, health insurance and Workman's Comp to their uncovered workers.

7. Aggregation of Per-Unit Square Footage Storage Capacity.

RL already has 17 storage buildings. RL is over 120,000 sf of buildings. With occupancy at 122 that is 1000sf per person. Aggregated, 122 people are 30 four person dwelling units on one RRD parcel. Aggregated each dwelling unit would be a 4,000 sf house. This is unprecedented density and yet there is a request for more storage.

8. Limits on Sacred Text Production Traffic. One 24' truck per day.

This is more misleading language. Where is the limit? This proposal doubles the truck count and obliterates the "100,000 books per year" limit set in 2004 as a Condition of Approval. If 365 trucks each carry 10 tons of paper that would be 7,300,000# of paper. If each book weighs one pound that would be seven million books rather than 100,000. This is not a limit this is a seventy fold increase.

9. Increase the Occupancy Limit for the Printing Facility from 27 to 94 persons. Twenty-seven is the number of workers allowed in a printing facility that is operating as an "ancillary" use to a Retreat Center. TWENTY-SEVEN is a Condition of Use. 94 is a number calculated from a Fire Safety standard for a building the size of the printing facility. While a fire safety standard might be used to limit a Condition of Use it is not a relevant criteria to expand a Condition of Use.

10. Terminate the Printing Press Facility

I compare industrial manufacturing and warehousing in an RRD zone on this coastal ridge to clear-cutting a forest. One can argue that if you do not see or hear the factory or the clear-cut then it is not a problem. This is not true. Factories and clear-cuts on our coastal ridges degrade the environment and are blight on the land. Offering to terminating the Press Facility if RL sells the property is like pledging to replant a clear cut once an owner has harvested the trees and is ready to leave. The damage is done.

Moreover proposing to terminate the Printing Facility use unless it is conveyed to an owner who is "affiliated with traditions and practices of Tibetan Buddhism" seems intentionally vague. The Rinpoche is over 80 years old. We can be certain that the succession of assets is already carefully planned. Terminating the printing facility is a ruse.

11. Construct Five New Cottages. Consistent with the 2004 use permit.

It has been ten years that these 'retreat' cottages have been permitted. If the Retreat Center were the primary use at RL these would have been the first buildings to build. If this new MUP is approved housing will be "Flexible Use", the printing facility will no longer be non-commercial and will have 94 workers, there will be giant warehouses and there will be virtually no limit on book production or other commercial manufacturing. Given these changes RL would now like to build more cottages for either guests or workers because now they are one in the same.

Tricia Potter

From: Ward Anderson [wanderso@mcn.org]
Sent: Tuesday, April 01, 2014 10:05 PM
To: Efren Carrillo
Subject: Important

It disturbs me when I hear comments that a Supervisor will not overturn the BZA decision, without considering the additional information that is presented in an Appeal.

Isn't that why there is an appeals process? So that when the BZA is not presented with full and correct information and they do not listen to the Objections of the Residents most affected by an incongruent and objectionable project. Then the citizens have the right and the responsibility to Appeal. First to the BoS, and then, if necessary to the Courts.

We have presented you with much documentation showing serious errors in the PRMD documents, much of that provided by Ratna Ling with the intention of misleading PRMD with the construction their massive industrial printing factory. Over 140 Permits?? Really??? How could this have NOT been considered a Major Project within PRMD's area of responsibility?

Our neighborhood complaints rely on the actual physical developments on this property. We Object to:

Public Safety concerns, regarding Fire Safety, and violation of minimum protections

Environmental concerns, regarding Green House Gases, in violation of Sonoma County Policy

Zoning, with an inappropriate Use on a Rural Resource Development parcel.

Ancillary Use, which is totally wrong, by many measures (there is Nothing Ancillary about this Factory!)

There are NO offsetting factors that would ever imagine this factory to be anything other than what it is: A Massive Printing Factory, located on a Remote, Rural Parcel, where Everything is Shipped onto the Property, and after conversion, is shipped away from the property.

This project needs an EIR. There is so much that needs proper determination. Nothing less, that an EIR will reveal all of the necessary details. A Mitigated Negative Declaration will NOT provide the correct information.

So, Supervisor, please consider this information directly. As the Original Appellant (among our Neighborhood group) We need your support.

We really hope that your consideration would include all of the above, We need your Vote to Deny the Ratna Ling proposal. Thank you for your support.

Tricia Potter

From: Gayle & Wanda [swender@bftb.net]
Sent: Tuesday, April 01, 2014 6:45 PM
To: Efren Carrillo
Subject: Ratna Ling/Dharma Press Industrial Printing Factory-Application PLP 08-0021

Dear Supervisor Carrillo,

Regarding the Ratna Ling/Dharma Press, large-scale industrial printing factory and **Application PLP 08-0021**;

I'm not sure why this got through the Permit Department in the first place. It seems simple as I read through the General Plan/ Coastal Plan/ Zoning Consistency, looking for industrial and commercial uses, that there is nothing like it (the industrial printing operation). In my reading of the General Plan, it very clearly describes what are allowable uses in my neighborhood. In fact, the General Plan as it pertains to my neighborhood frowns on commercial and industrial uses stating it's detrimental to our area. As your constituent of West Sonoma County I continue to be baffled by the disregard of the General Plan in this manner. Why have a General Plan if we don't follow it? I respectfully request that you lead the way in safeguarding the General Plan and I urge you to deny the application by Ratna Ling Retreat Center and Dharma Press for **Master Use Permit Application PLP 08-0021**, which seeks to continue and expand a large-scale, industrial book factory in the coastal hills of western Sonoma County.

Please uphold and enforce our zoning protections by denying this application.

Sincerely,

Gayle Alexander
301 Mitoma Way
Cazadero, CA 95421

Tricia Potter

From: Jim McNulty [jmcnult52@gmail.com]
Sent: Monday, March 31, 2014 9:58 PM
To: Efren Carrillo
Subject: Ratna Ling Retreat Center

March 31, 2014

Dear Sir,

I am sending you this email because I want you to know that I frequently spend time at the Ratna Ling Retreat Center in Sonoma County both volunteering my time and also participating in retreats. For me Ratna Ling continues to be a wonderful resource and support for my very busy and responsible life.

My home is in Sebastopol and I feel very fortunate that Ratna Ling is locally available for truly authentic and traditional Dharma Teachings and practice. The meditation and work practice that Ratna Ling offers together is a rare opportunity to fully understand the deeper meaning of the Buddhist teachings giving me the opportunity to work with sacred scriptures and support others in the global Buddhist community at the same time.

Of course this work practice I speak of takes place at the press facility that prints and binds sacred books that have been rescued from Tibetan Monasteries that were destroyed during our lifetime. It is a monumental effort that saves for future generations the incredible value of thousands of years of human inquiry, understanding and wisdom. For me the work with the books is one of the most valuable activities in my busy life, not only does it give me a practical expression of my meditation practice but the benefit of the content is immeasurable in a world that needs a clear understanding and path to the development of the remarkable positive potential that each of us is capable of.

Furthermore, there is no monetary benefit for Ratna Ling or any of us that volunteer our efforts in this undertaking. All of these books are given away to monks, nuns and lay people that treasure these teachings as the core of their spiritual lives. I have personally witnessed the distribution of books in India. To the thousands of people that have received these books, sacred paintings and other sacred objects, it is a miracle, a miracle from the West, from the United States, from Sonoma County, and their gratitude is profound.

For me, Ratna Ling is a precious jewel here in Sonoma County. Please understand the value of this ongoing endeavor by so many and support the existence and functioning of this rare opportunity to make a positive difference in our world.

Sincerely yours,

James H. McNulty
8340 Blackney Road
Sebastopol, CA 95472
(707) 824-9533

Tricia Potter

From: Tim Geurkink [timgeurkink@aol.com]
Sent: Monday, March 31, 2014 6:27 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich
Subject: Supporting Ratna Ling

Hi my name is Tim Geurkink,

I was a volunteer in the Book Bindery for three years at Ratna Ling. I think the work that is being done to help the preservation of Tibetan texts is very important. How amazing that people are dedicating their time to help other people than themselves. If only we all spent some time each day helping each other with no reward - our society might not only get a lot done, but also have some fun in-joying the fruits of good labor.

While we worked we learned about mindfulness, which helped me to find a deep connection to my inner thoughts and mind. I learned so much and am so grateful to have been there. Please help them continue their great efforts to make the world a better place.

Thanks,
Tim Geurkink

Tricia Potter

From: Bill Hearn [billhearn9@yahoo.com]
Sent: Monday, March 31, 2014 6:24 PM
To: Efen Carrillo
Subject: Buddhist factory

Hello Efen,

This open letter is really compelling. My first take was not so sympathetic,=
but then I read the long attachment. Obviously this kind of business can't=
go on. Please help. Hope to see you at my ret. party April 14. --Bill

Sent from my iPad

Tricia Potter

From: Diane Virdee [dianevirdee@gmail.com]
Sent: Sunday, March 30, 2014 7:53 PM
To: Susan Gorin
Cc: David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Subject: PLP 08-0021

Dear Supervisors;

Please deny the application by Ratna Ling Retreat Center and Dharma Press for Master Use Permit Application PLP 08-0021. Industrial use has no place in the forests of the coastal hills.

Thank you, Diane Virdee, 2204 Schaeffer Rd., Sebastopol, CA 95472

Sent from my iPad

Tricia Potter

From: Erika Rosenberg [erika@erikarosenberg.com]
Sent: Saturday, March 29, 2014 2:54 PM
To: Efren Carrillo
Subject: Ratna Ling Retreat Center

Dear Supervisor Carrillo:

I am writing in support of Ratna Ling, a wonderful retreat center in Sonoma County where I have attended and taught numerous meditation retreats and workshops. It is a lovely and bucolic setting for a spiritual retreat. The peaceful, beautiful natural environment is both preserved and protected, and it lends itself to contemplation.

On a retreat a few years back, I had the privilege of volunteering to help the folks working on the Tibetan texts in the Yeshe De publishing facility. It was deeply contemplative work with my hands -- work that both supports the preservation of these special documents and makes such books available to young monks in Tibet and India who would otherwise be unable to attain them. These benefits really added to the value of the work I did, enriching my retreat, and I feel fortunate to have been a part of it.

My initial experience at the Ratna Ling retreat center not only inspired future visits to the area, but it also motivated me to share the delights of the facility and the general vicinity with friends. Many of those folks later visited on their own. If you have not seen the place, I urge you to visit.

I implore you to support Ratna Ling's application, so that many others will be able to continue to enjoy this beautiful retreat center in Sonoma County

Thank you for your consideration.

Sincerely,

Erika Rosenberg, Ph.D.

Center for Mind and Brain, UC Davis
<http://mindbrain.ucdavis.edu/people/erikar>
<http://www.erikarosenberg.com/>

Tricia Potter

From: Eleanore Toretto [etoretto@cvcca.com]
Sent: Friday, March 28, 2014 6:23 PM
To: Efen Carrillo; Susan Gorin; Mike McGuire; David Rabbitt; Shirlee Zane
Subject: Ratna Ling

3/26/2014

To whom it may concern:

I am writing in support of Ratna Ling Buddhist support center.

I do not understand why the neighbors' do not support a center that has such a positive impact on the community, and the world.

I fully support their work and efforts to make this world a more positive place to live in. Everyone I have crossed paths with at the center has been helpful, kind, and respectful with such positive energy.

It seems that the neighbors have a very personal vendetta that has almost become childish; they need to get over it and see the bigger picture. This is a good cause for each and every one of us.

Sincerely,

Eleanore Toretto

PO Box 372

The Sea Ranch, CA 95497

Tricia Potter

From: Christopher Allen [caa.chris@gmail.com]
Sent: Friday, March 28, 2014 10:26 AM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Efren Carrillo; Mike McGuire
Cc: genegretchen@yahoo.com
Subject: In Support of Ratna Ling

Sonoma Board of Supervisors,

I am writing to express support for the important and positive work that Ratna Ling achieves on a local, regional, and global scale. I urge you to approve their Master Use Permit application so their good works can continue to help thousands all over the world find deep spiritual connection with these ancient and endangered teachings.

From my perspective, Ratna Ling and the press is a treasury of wisdom and the work there provides deep and lasting benefits for all who participate. I have had the opportunity to attend retreats, see the press in operation, and have directly experienced for many years the importance these teachings offers individuals and the world.

Ratna Ling has my full support and again I urge you to allow the extremely valuable work to continue.

Best regards,

Chris Allen
Sausalito, CA

Tricia Potter

From: Nitya Prema [nityapre@aol.com]
Sent: Thursday, March 27, 2014 3:29 PM
To: Efren Carrillo
Subject: Ratna Ling
Attachments: Ratna Ling Retreat and Press.docx

Please consider my letter of support.
Nitya Prema, LMFT
nityapre@aol.com

NITYA PREMA, LMFT
209-795-0755
1311 S. Main St. Box 645
Angels Camp, 95222

March 27, 2014.

Dear Sonoma County Board of Supervisors,

This is a letter addressing my concerns for Ratna Ling Retreat Center and Press for Tibetan texts. Please allow me to first share some of my Sonoma County history. I moved to Santa Rosa during the mid seventies and lived there for more than fifteen years. I attended Santa Rosa Jr. Collage, graduated from Sonoma State University and became a licensed psychotherapist.

During this time I worked at Sonoma State Hospital, Brookwood Hospital and a creative ranch healing center in Healdsburg, which was eventually closed down due to disgruntled neighbors. I also began a jewelry business in my Forestville garage leading to international sales. I had stores in Sebastopol, Forestville, also a manufacturing business there. My daughter, her husband and my granddaughter are actively involved in the community and own a ranch in Petaluma. It is because of my deep roots in Sonoma County that I gained a passion for the environment and eco-psychology in particular. There is something about Sonoma County that brings out the creative genius in people that reaches beyond technology into soul depths.

I recall when I was on retreat at StarCross Monastic Community in Annapolis, they became under scrutiny from neighbors. Unlike the creative healing Ranch in Healdsburg, StarCross survived and has brought accolades to Sonoma County in their global work with children with Aids.

Even though the Sierra foothills is now my home, when I think of recharging personally what comes to mind is a leisurely drive up Sonoma County coast to Ratna Ling. I have been on retreat there during times when the presses were in full swing, it is always a peaceful and calm atmosphere that is healing on many levels.

On a larger scale I must stress the importance of their work of providing texts to an ancient culture that has been deposed from their lands. Nepal and India opened their doors to these fleeing people but I found in my several travels there that these displaced people live under hardship in the simplest of conditions. With little or no government infra-structure, they are not allowed to have addresses or even bank accounts. A special hardship in these countries is that the electricity goes out over fifty percent of the time and all but work in the fields stops, even in big cities like Katmandu, shops close doors and restaurants quit serving mid meal.

Tibetans are dependent on local monastic communities to learn their traditions of practicing compassion and peace in their daily lives. These texts are not allowed to be brought in to Tibet, now under China's rule both texts and many monasteries have been destroyed by the Chinese government. Tibetan teachers have been driven out of their communities and Tibetan practices ridiculed. All the while a Nobel prize winner, the Dalai Lama has been recognized as a spiritual leader for world peace.

I must emphasize that these texts that are brought from Ratna Ling to the World Peace Ceremonies in India written in Tibetan Buddhism to educate, sustain and preserve this ancient culture which the world is under risk of losing. The culture of Tibetan Buddhism is recognized as one of the few cultures with a reputation of being a kind and loving people by their very nature. Now deprived of their homeland they depend deeply on their teachings from the monks. Their respects to the land and world peace are continual prayers in every Tibetan community. So it is with great concern that I urge the lasting presence for Ratna Ling Retreat and Printing Press to remain in their Sonoma County location as their influence among creative and dedicated people is far reaching.

Kind Regards,

Nitya Prema, LMFT

Tricia Potter

From: Susan Upchurch
Sent: Thursday, March 27, 2014 2:42 PM
To: Efren Carrillo
Cc: Kelly Burns; Michelle Whitman; Andrea Krout; Pat Gilardi
Subject: Ratna Ling
Attachments: 20140327143755256.pdf

Best regards,

Susan Upchurch
District Director for
Supervisor Efren Carrillo
Fifth District Representative
County of Sonoma
575 Administration Drive Room 100a
Santa Rosa, CA 95403

phone: 707-565-2241
fax: 707-565-3778
e-mail: Susan.Upchurch@Sonoma-County.org

County of Sonoma on the web: <http://www.sonoma-county.org/>

• Please consider the environment before printing this e-mail

-----Original Message-----

From: IsdServicedesk@sonoma-county.org [<mailto:IsdServicedesk@sonoma-county.org>]
Sent: Thursday, March 27, 2014 2:38 PM
To: Susan Upchurch
Subject: Message from "RNP0026736F306E"

This E-mail was sent from "RNP0026736F306E" (MP C5503).

Scan Date: 03.27.2014 14:37:55 (-0700)
Queries to: IsdServicedesk@sonoma-county.org

Morris C. Allen
1400 Carpentier Street, No. 420
San Leandro, CA 94577
Tel: 510-483-2144 wjglaf11@sonic.net

Members of the Board of Supervisors
County of Sonoma Board of Supervisors
575 Administration Drive, Room 100A
Santa Rosa, CA 95403

Tuesday, March 25, 2014

Re: Ratna Ling Retreat Center

Dear Members of the Board of Supervisors,

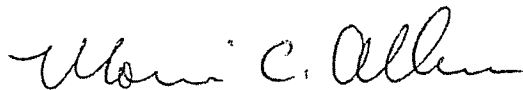
I am writing this letter in support of Ratna Ling Retreat Center.

I understand that the Center is the subject of a code enforcement lawsuit by certain neighbors in the area. I hope that an amicable settlement can be reached so that the Center can continue to operate.

I am a student of the ancient written Classical Tibetan language, and I am appreciating the work the Center is doing to preserve these priceless spiritual texts in their original language and to pass these texts on to future generations of students of the Buddha's teachings, especially those exiled Tibetans in Asia.

Although I personally have been able to visit only two times, the vast natural beauty and stillness of the Center have helped me to awaken to inner spiritual qualities of openness, beauty, and stillness. The people I have met here--the retreatants, the staff, the teachers--all have been kind and generous, reflecting in their own way the spiritual path. I would like to come back again. It is my heartfelt wish that others might benefit as well from this place.

Sincerely yours,



Morris C. Allen

cc: Cynthia Demidovich, Planner, Permit & Resource Management Department

Tricia Potter

From: BOS
Sent: Thursday, March 27, 2014 8:33 AM
To: BOS-District-Directors
Subject: FW: Board of Supervisors Contact Us: Issue from Susan Zerwick

Re: 4/8/14 PRMD Land Use Hearing PLP08-0021.

-----Original Message-----

From: no-reply@sonoma-county.org [<mailto:no-reply@sonoma-county.org>] On Behalf Of Susan Zerwick
Sent: Wednesday, March 26, 2014 8:50 PM
To: BOS
Subject: Board of Supervisors Contact Us: Issue from Susan Zerwick

Subject: Issue

Message: I am writing to urge you to deny new Use Permit PLP08-0021, which would allow Ratna Ling to pursue industrial activities prohibited by Sonoma County Zoning Regulations on land zoned RRD and in violation of their 2004 Ancillary Use Permit. It also violates objectives set for the Sonoma Coast in the Sonoma County General Plan 2020.

We recently completed a new home in western Sonoma County. Before we started the process we took pains to educate ourselves about local building codes and zoning laws. We made every effort during the building process to comply with these regulations, believing that not only it is the law, but that it is these regulations that allow us all to live equitably as neighbors. So it is particularly offensive to me that Ratna Ling would be allowed to deviate from their 2004 ancillary use permit.

There is no doubt that the press facility at Ratna Ling is industrial and violates the letter and the spirit of RRD zoning and of the objectives set out in the Sonoma County General Plan 2020 for the Sonoma Coast. Shipping in raw materials and shipping out books is wasteful and flies in the face of Sonoma County's commitment to green development. Note that the book printing process operated successfully in Berkley for over 30 years before this very industrial process was moved to its current rural location.

This new Use Permit allows an activity prohibited by current zoning, and sets a precedent for future industrial activity unrelated to local resource production. Once you make this significant exception to approved use of RR-240 land, what other uses will you be asked to approve, and then on what basis will you be able to deny those permits? What benefit would allowing this Use Permit to an entity that pays no property taxes, and in violation of current zoning laws and planning documents, bring to the residents, property owners and taxpayers of Sonoma County?

Please do your job and support Sonoma County residents and landowners by upholding current land use plans and zoning laws and deny new Use Permit PLP08-0021.

Name: Susan Zerwick
Email: sazerwick@gmail.com
Phone: 707 331-5662
Address: 109 Niestrath Road
Cazadero, CA 95421

Tricia Potter

From: Robert Yarra [bobbyarra@yahoo.com]
Sent: Thursday, March 27, 2014 3:15 AM
To: susin.gorin@sonoma-county.org
Cc: David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo; cynthia.dimidovitch@sonoma-county.org
Subject: Letter in support of Ratna Ling

Dear Sonoma County Board of Supervisors,

I was recently part of a group of people who had the privilege of distributing sacred Tibetan Buddhist texts to many of the thousands of Tibetan Buddhist monks and nuns who had gathered at Bodhgaya, India, to celebrate the 25th anniversary of the World Peace Festival. The monks and nuns came from various monasteries throughout Asia in order to receive these sacred texts, which are printed at Ratna Ling and published through Dharma Press. I witnessed firsthand the gratitude and joy of the monks and nuns as they received these treasured and revered sacred books.

There was a very strong vetting process which took place prior to the distribution of the books. This was in order to establish, through strict criteria, the legitimacy of the respective monasteries to receive these books, which were in limited supply and which were so greatly desired. Security measures, as they were, were put into place in order to make sure that the books were given to the proper monks and nuns and would be taken back to the proper monasteries. Most monasteries received only one set of the sacred texts. Some were given two or more sets of books, I assume, based on the amount of monks and nuns living in their respective monasteries. At the monasteries, these books will be read and shared by eager monks and nuns, most of whom have never had the opportunity to read and chant from a complete set of these books before. When Tibet was conquered by the Chinese in 1959, the Chinese systematically bombed and destroyed almost all of the monasteries and murdered and imprisoned the highest lamas. Most of the sacred texts were destroyed. It is through the Herculean efforts of Tarthang Tulko, who established Dharma Press and is, himself, a displaced Tibetan lama, whose father was murdered as part of the genocide in Tibet, that the books are being distributed.

Tarthang Tulko continues to distribute these sacred texts to generations of Tibetan Buddhists who are starving for the books and who are scattered throughout Asia as part of the Diaspora. Please allow him to continue to do his job, part of which is to keep hope alive in the hearts and minds of Tibetans who desperately want to be able to read these books. Please allow Ratna Ling to continue to produce these sacred texts.

Sincerely,
Robert W. Yarra

Tricia Potter

From: Susan Zerwick [sazerwick@gmail.com]
Sent: Wednesday, March 26, 2014 8:54 PM
To: Efren Carrillo
Subject: PLP08-0021

Ms. Gorin:

I am writing to urge you to deny new Use Permit PLP08-0021, which would allow Ratna Ling to pursue industrial activities prohibited by Sonoma County Zoning Regulations on land zoned RRD and in violation of their 2004 Ancillary Use Permit. It also violates objectives set for the Sonoma Coast in the Sonoma County General Plan 2020.

We recently completed a new home in western Sonoma County. Before we started the process we took pains to educate ourselves about local building codes and zoning laws. We made every effort during the building process to comply with these regulations, believing that not only it is the law, but that it is these regulations that allow us all to live equitably as neighbors. So it is particularly offensive to me that Ratna Ling would be allowed to deviate from their 2004 ancillary use permit.

There is no doubt that the press facility at Ratna Ling is industrial and violates the letter and the spirit of RRD zoning and of the objectives set out in the Sonoma County General Plan 2020 for the Sonoma Coast. Shipping in raw materials and shipping out books is wasteful and flies in the face of Sonoma County's commitment to green development. Note that the book printing process operated successfully in Berkley for over 30 years before this very industrial process was moved to its current rural location.

This new Use Permit allows an activity prohibited by current zoning, and sets a precedent for future industrial activity unrelated to local resource production. Once you make this significant exception to approved use of RR-240 land, what other uses will you be asked to approve, and then on what basis will you be able to deny those permits? **What benefit would allowing this Use Permit to an entity that pays no property taxes, and in violation of current zoning laws and planning documents, bring to the residents, property owners and taxpayers of Sonoma County?**

Please do your job and support Sonoma County residents and landowners by upholding current land use plans and zoning laws and deny new Use Permit PLP08-0021.

Susan Zerwick
707 331-5662

Tricia Potter

From: Nathan Galanter [nathangalanter@gmail.com]
Sent: Wednesday, March 26, 2014 7:28 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: In support of Ratna Ling

To the Sonoma County Board of Supervisors,

I wish to write to express my support of Ratna Ling and its religious activities. I have been a volunteer within the organization in the past and have also had the opportunity to participate in retreats. The work being done to preserve and produce Tibetan Buddhist sacred texts and donating them for free in Asia is an extremely important undertaking. The opportunity to voluntarily work on the project and connect with something so unusual and unheard of in this day and age is unquestionably positive. Having the opportunity to experience a retreat at Ratna Ling and take part in the project as part of that spiritual journey was also very special to me.

And it be wonderful if it could continue to be an experience open to all individuals in the future. It is a place of serenity devoted to furthering humanity's peaceful aspirations. Please take these words to heart in your current decision making process.

Sincerely,
Nathan Galanter
1815 Highland Place
Berkeley, CA 94709

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:00 PM
To: William Passaretti
Subject: FW: Ratna Ling Copies of E-mails
Attachments: Re: Ratna Ling Hearing; Printing presses at Ratna ling; Ratna Ling; FW: Board of Supervisors Contact Us: Issue from Sarah Stiles; Ratna Ling; Use Permit Application for Ratna Ling; Ratna Ling application; Fw: Commissioner's Hearing re: Ratna Ling Retreat Center; FW: Board of Supervisors Contact Us: Issue from Mary Abbott; Subject Ratna Ling; FW: Board of Supervisors Contact Us: Issue from Barbara McNally; FW: Board of Supervisors Contact Us: Issue from edy bishop; FW: Board of Supervisors Contact Us: Issue from Donnie Schatzberg; FW: Board of Supervisors Contact Us: Issue from Leslie L. Cresswell; FW: Board of Supervisors Contact Us: Issue from Joel Chaban; FW: Board of Supervisors Contact Us: Issue from Kay Barnes; Please approve Ratna Ling Master Plan Amendment

From: Irene Hays
Sent: April 04, 2014 11:30 AM
To: Cynthia Demidovich
Subject: Ratna Ling Copies of E-mails

Tricia Potter

From: Alex Howard [alexhoward616@gmail.com]
Sent: Wednesday, March 26, 2014 4:12 PM
To: Efren Carrillo; Susan Gorin; Mike McGuire; David Rabbitt; Shirlee Zane
Subject: Re: Ratna Ling Hearing

To the Sonoma County Board of Supervisors,

I am a computer programmer. I live in Colorado, and traveled to Ratna Ling to offer my support to the Buddhist Community there. My family and I really enjoy the serenity and the collegial work environment at Ratna Ling.

I have recently learned that a small group is attempting to identify Ratna Ling as an industrial printing operation which is disruptive to its rural environment and the local population. I object to this description, and would say that over the half dozen stays I have had at the retreat, I have found it to be peaceful and serene, with no signs of ecological disruption. Each morning while walking to the main lodge I would pass groups of quail, turkey, and deer. Had I not been given a tour of the printing facility, I would have no idea that it even existed. Even while it is situated directly across the street from the lodge, I was unable to hear anything while walking the grounds.

The printing of texts for free distribution to Buddhist monks and nuns in Asia (through volunteer efforts) serve a uniquely vital task in ensuring that these few remaining texts are not lost forever. With this in mind, I am requesting that the unique benefits that Ratna Ling provides to both the local and global community be considered in the upcoming hearing on April 8th.

Regards,

Alex Howard

Tricia Potter

From: Jim Finn [fsgarden1@gmail.com]
Sent: Tuesday, March 25, 2014 4:09 PM
To: Efren Carrillo
Subject: Printing presses at Ratna ling

Dear Supervisor Carrillo,
The large scale printing presses at Ratna Ling belong in an industrial zoned area, not in a very rural area zoned RRD. Please vote to remove the printing presses, PLP08-0021, on April 8, 2014.

Thank you,
Jim Finn
3455 Creighton Ridge Road
Cazadero, Ca 95421

Tricia Potter

From: Donna Pitetti [donnapti@yahoo.com]
Sent: Tuesday, March 25, 2014 3:57 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Subject: Ratna Ling

I want to give my support to Ratna Ling and their activities. I am a teacher in Berkeley, CA and a Buddhist practitioner. I have attended a few spiritual retreats at Ratna Ling. It is a very quiet, peaceful and beautiful place, integrated with the nature all around it. While there on retreat I also assisted in collating and printing some of their Tibetan Buddhist texts. This work is done only by volunteers and is strictly non-profit. These sacred texts are then donated to Tibetan Buddhists in India and Nepal. It is especially important work because when Tibet was invaded in the 1950s, most of their monasteries and sacred books were destroyed. Printing these sacred texts is crucial in keeping the Dharma, or Buddhist Way, alive. Outside of the printing building you cannot hear any noise coming from inside it. Please continue to support Ratna Ling and their valuable programs and work. Thank you.

Donna Pitetti
donnapti@yahoo.com

Tricia Potter

From: BOS
Sent: Tuesday, March 25, 2014 7:43 AM
To: BOS-District-Directors
Subject: FW: Board of Supervisors Contact Us: Issue from Sarah Stiles

Re: 4/8/14 PRMD Land Use Hearing PLP08-0021.

-----Original Message-----

From: no-reply@sonoma-county.org [<mailto:no-reply@sonoma-county.org>] On Behalf Of Sarah Stiles
Sent: Tuesday, March 25, 2014 2:08 AM
To: BOS
Subject: Board of Supervisors Contact Us: Issue from Sarah Stiles

Subject: Issue

Message: I write you today with encouragement to open a critical eye toward what's going on with the Ratna Ling Retreat Center/Dharma Press. With their continued way of pushing boundaries with permits, and running an industry in an area that is not zoned for such use, it causes me to wonder what other boundaries they may be stepping across that we do not yet know about.

I'm especially concerned for what environmental offenses they may be wreaking havoc. The large scale of this operation could have a detrimental impact on the surrounding environment. For instance, as the press and retreat keep expanding, their greater need for water and sewer is being taken from and disposed of to where? Large-scale shipment of supplies to and from the site must have an impact on traffic, carbon foot-print, erosion of the land (not to mention illogically inefficient location for dispersing their literature). What sorts of chemicals are they using at the press, is there toxic waste or gas escaping from the printing process?? If so, are they handling this with care for the environment? Are there any other risks that can be posed by this large-scale industry existing in a forested area, such as forest fire?

I pose a handful of questions and issues for you to consider, though I'm certain there are plenty more.

I'm looking forward to your thoughts on this matter.

Regards,
Sarah Stiles

Name: Sarah Stiles
Email: fire@SarahStiles.com
Phone: 4154898835
Address: 1933 Knolls Dr.
Santa Rosa, CA 95405

Tricia Potter

From: Phil Eagle [phileagle@att.net]
Sent: Tuesday, March 25, 2014 6:32 AM
To: Efren Carrillo
Subject: Ratna Ling

Supervisors of Sonoma County: My wife and I are the adjoining neighbors to the Ratna Ling organization and have owned the property: 35666 Hauser Bridge Rd, Cazadero, Ca. for 28 yrs. We feel impelled to express our support for this fine group of caring individuals. I am 78 yrs. old, a Korean War Veteran, University professor for 12 yrs., one of the oldest merchants in Sonoma County(40yrs.)a Certified Appraiser, a world traveler for 45 yrs. and have met FEW people with the character and dedication of these lovely people these past many years. We do not understand the unpleasantness and complaints as we would be the FIRST to be impacted by noise,dust etc. We have had nothing but pleasant relations with Ratna Ling and admire them so very much. We are also appalled that the opponents have NEVER asked our opinion. Why have we been excluded and if we do not hear the press how can others in some cases miles away be bothered? This whole issue is absurd, there are other pressing issues in this county that need resolution(like HUNGER, infrastructure,fire hazards, etc.) moreover the expense of this hearing and all of the investigations must be costly. One of the major issues in Healdsburg are signs, size, location etc., how then can that beautiful drive along Seaview be peppered with those many insipid yellow signs? Never in 28 yrs. has ANYONE ever asked me if they could install a printing press, what insanity to think that we will be inundated with them. Please put all of this madness to rest and terminate this silliness as we are fed up with it ALL, you have many more pressing issues to solve... Most Sincerely, Philip B. & Carol J. Eagle (We can be reached at 707-206-2699 at any time)

Tricia Potter

From: Stuart Klein [stuartklein77@gmail.com]
Sent: Tuesday, March 25, 2014 12:10 AM
To: David Rabbitt; Susan Gorin; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: Use Permit Application for Ratna Ling

To the Board of Supervisors of Sonoma County:

I am writing to urge you to **APPROVE** the Use Permit application for Ratna Ling Living Buddhist Retreat Center ("Ratna Ling") at your upcoming meeting on April 8th.

1. Ratna Ling is Engaged in Important Charitable Work

As detailed in the Use Permit application, Ratna Ling is a religious retreat center, and part of the religious practice there is to operate a press that reprints Tibetan Buddhist sacred texts which have been destroyed in recent years in many monasteries and libraries across China. The destruction of these sacred texts has been condemned by leaders of many countries. Ratna Ling is perhaps the single organization most responsible for reprinting these sacred religious texts and distributing them. Its charitable work has been recognized by media organizations around the world, and has been the subject of one or more documentary films.

2. Ratna Ling Has Been a Good Neighbor

Ratna Ling has worked with the neighbors and with County staff for more than a decade to fully mitigate all impacts caused by the operation of the retreat center. Mitigations have included, among other things, a voluntary construction moratorium in 2009; the gift of a fire engine; providing a Red Cross emergency trailer; and providing free yoga classes to neighbors. Ratna Ling received its first Use Permit in 2004 and a second Use Permit in June 2012 pursuant to a 5-0 vote by the County Board of Zoning Adjustments.

Finally, Ratna Ling's high-profile charitable work brings worldwide positive recognition to Sonoma County, to California, and to the USA. The volunteers operating the press at Ratna Ling embody the American ideals of religious tolerance and generosity of spirit.

Thank you for the opportunity to share my views.

Sincerely,
Stuart L Klein

--
Stuart L. Klein
PO Box 1420
Los Altos, CA 94023

Tricia Potter

From: mollievhughes@comcast.net
Sent: Monday, March 24, 2014 3:09 PM
To: Efren Carrillo
Subject: Ratna Ling application

Dear Efren Carrillo, I am writing in support of Ratna Ling being able to continue the production of sacred texts of Tibet. Many of these texts were lost during the invasion of the 1950s and many libraries are in desperate need of replacements in Tibet. Over the years teachers and student have expressed great appreciation when they have been able to get a Ratna Ling copy of a lost text for their facility. During a retreat at Rana Ling I have had the privilege of being able to work on the preparation of texts to be delivered to the Tibetans who have experienced so much loss in the last 50 years. This is such compassionate activity, and it is all done for free. No one at Ratna Ling or any other Nyingma Institute facility derives any monetary gain from this work. I hope that this good work can continue in the peaceful and quiet atmosphere of Ratna Ling during the coming years. Thank you for the opportunity to express my concerns. Sincerely, Mollie Hughes, student, Nyingma Institute

Tricia Potter

From: Toni and Doug and Hali Nurnberg [tdnurnberg@yahoo.com]
Sent: Monday, March 24, 2014 1:57 PM
To: Efren Carrillo
Subject: Fw: Commissioner's Hearing re: Ratna Ling Retreat Center

Dear Mr.Carrillo

I write to you in whole-hearted support of Ratna Ling Retreat Center and the Mangalam Press. I was a volunteer at Ratna Ling for three years from 2007 - 2010. During that time I was involved in coordinating volunteer services and promoting the retreats held at Ratna Ling. I was in contact with literally a few hundred people who were able to volunteer their time or come on retreat there. For the very large majority of people their experience was extremely worthwhile and gratifying. We had people from across the nation and around the world come and enjoy the beauty and special place that defines Ratna Ling. What is true for most of us, is that even though we may no longer be there, the lessons we learned and the experiences we had, had a profound and positive effect on our lives and we will never forget them.

One of the most important experiences for both volunteers and retreatants alike was the ability to work at the press, helping to produce sacred Tibetan texts that are in jeopardy of being lost to this world. After the invasion of Tibet by the Chinese there were millions of texts and thousands of monasteries burned and destroyed. The Buddhist monks that fled their homeland for India and other parts of Asia and the world were able to carry only a few personal items with them. They now live in exile in a foreign country and are attempting to continue their studies and practices. Through the efforts of the volunteers of Ratna Ling this very unique press is producing the texts and distributing them free of charge to these monks, nuns and laypeople. It is truly a singular production that is not duplicated any where else in this world.

I have also been fortunate to be in India at the time of the distribution of thousands of these texts during the World Peace Ceremony in Bodh Gaya, India. For ten days 10,000 monks and nuns sit at the very site where the Buddha became enlightened. They sit and pray for peace and good will for all sentient beings, without exception. The faces of joy and gratitude when they received their books will be with me always. I only know that this world would be a much sadder, poorer, and more hostile place without these beautiful people and their peaceful examples of love and compassion.

Please look to the ultimate good and the lack of harm done by this quiet center in Northern Sonoma County.

Thank You
Toni Nurnberg

Tricia Potter

From: Susan Upchurch
Sent: Monday, March 24, 2014 9:33 AM
To: Efren Carrillo
Subject: FW: Board of Supervisors Contact Us: Issue from Mary Abbott

Best regards,

Susan Upchurch
District Director for
Supervisor Efren Carrillo
Fifth District Representative
County of Sonoma
575 Administration Drive Room 100a
Santa Rosa, CA 95403

phone: 707-565-2241
fax: 707-565-3778
e-mail: Susan.Upchurch@Sonoma-County.org

County of Sonoma on the web: <http://www.sonoma-county.org/>

• Please consider the environment before printing this e-mail

-----Original Message-----

From: BOS
Sent: Monday, March 24, 2014 8:18 AM
To: BOS-District-Directors
Subject: FW: Board of Supervisors Contact Us: Issue from Mary Abbott

Re: 4/8/14 PRMD Land Use Hearing PLP08-0021.

-----Original Message-----

From: no-reply@sonoma-county.org [<mailto:no-reply@sonoma-county.org>] On Behalf Of Mary Abbott
Sent: Saturday, March 22, 2014 7:49 AM
To: BOS
Subject: Board of Supervisors Contact Us: Issue from Mary Abbott

Subject: Issue
Message: Dear Supervisors,

RE: use permit # PLP08-0021

I urge you to deny the application by Ratna Ling Retreat Center and Dharma Press for Master Use Permit Application PLP 08-0021, seeking to continue and expand a large-scale, industrial book factory in the coastal hills of western Sonoma County.

This rural RRD zone has been reserved by the county zoning code for open space, recreation, agriculture, animal husbandry, and those industries and commercial businesses that utilize, serve, and process the products of the land. Our General Plan permits a religious retreat in

this zone, but not a large-scale industrial printing factory. This printing factory is not ancillary to Ratna Ling Retreat. Dharma Press is the primary activity on the site.

Dharma Press operations require that all materials and labor be transported from large urban areas into the book factory, and then the finished products are once again transported by truck to the same urban areas. Therefore the carbon footprint of each book produced is huge, even before they are shipped to their destinations around the globe. Many of these books are delivered free of charge to India and Nepal, but many are sold commercially to the general public along with other profitable products through their website.

Dharma Press printed successfully from industrial zones in the East Bay and Berkeley for 37 years and could continue to do so, just minutes from the Port of Oakland. The printing plant in the hills above Cazadero and Timber Cove is of no benefit to Sonoma County, its residents, or its businesses and industries, as Ratna Ling and Dharma Press pay no taxes due to a religious exemption. Without paying to maintain them, they utilize public roads and other infrastructure to run their large-scale industrial operations.

Aside from the construction phase, Ratna Ling and Dharma Press provide no jobs for local residents. The printing operations are run by volunteer staff who are recruited from Ratna Ling Retreat. Ratna Ling has produced over 400,000 books annually (2011), which is quadruple the amount allowed in their 2004 Use Permit conditions. They are now requesting unlimited book production.

Sonoma County has been zoned to protect, enhance, and sustain its resources. The large-scale, industrial printing factory at Ratna Ling, currently 60,234 square feet and growing, is not compatible with this rural, agricultural area.

No one is exempt from the law and zoning regulations. Please uphold and enforce our zoning protections by denying this application.

Sincerely,

Mary Abbott
1670 Bloomfield Rd
Sebastopol, CA 95472

Name: Mary Abbott
Email: mba53@yahoo.com

Tricia Potter

From: Mike Kross [mike.kross@yahoo.com]
Sent: Monday, March 24, 2014 9:28 AM
To: Efren Carrillo
Cc: Michael Kross
Subject: Subject Ratna Ling
Attachments: LetterSupervisorCarrillo.pdf

Please see attached letter of support for Ratna Ling.

Michael Kross
41308 Leeward Road
The Sea Ranch, CA 95497

March 24, 2014

Supervisor Efren Carrillo
County of Sonoma Board of Supervisors
575 Administration Drive, Room 100A
Santa Rosa, CA 95403

Re: Ratna Ling Master Plan Amendment

Dear Supervisor Carrillo:

I would like to show my support for Ratna Ling and urge you to vote to support them and approve its Master Plan Amendment.

Ratna Ling is a non-profit organization with many worthwhile causes including the printing of Buddhist texts. I have known the people who manage Ratna Ling's operations for more than twelve years and they are responsible people, who are dedicated to compassion, goodwill, non-confrontation, and the well being of all living beings. They are sensitive to the community and the environment and seek to act in conscientious ways.

My wife and I have attended retreats at Ratna Ling and have enjoyed its peaceful atmosphere and positive atmosphere. They have many teachings such as Tibetan yoga and meditation which are very helpful for stress reduction and maintaining a positive attitude. These have helped me very much.

The sacred religious texts printed at Ratna Ling help to preserve the Tibetan and Buddhist culture by providing written materials for thousands of Buddhist monks all over the world. These texts are distributed at no cost to Buddhist and Tibetan monks around the world. This activity is unique and Sonoma County is a refuge which helps to contribute to this. I, for one, believe it is an honor that this is happening in our community. Ratna Ling is also a retreat center and the printing of sacred texts at Ratna Ling makes the retreat center special. This activity and the volunteers who help run both operations bring joy and goodwill to the retreat center.

I hope you will consider all the positives that Ratna Ling brings to our community and approve its Master Plan Amendment.

Regards,



Michael Kross

Tricia Potter

From: BOS
Sent: Monday, March 24, 2014 8:18 AM
To: BOS-District-Directors
Subject: FW: Board of Supervisors Contact Us: Issue from Barbara McNally

Re: 4/8/14 PRMD Land Use Hearing PLP08-0021.

-----Original Message-----

From: no-reply@sonoma-county.org [<mailto:no-reply@sonoma-county.org>] On Behalf Of Barbara McNally
Sent: Sunday, March 23, 2014 2:38 PM
To: BOS
Subject: Board of Supervisors Contact Us: Issue from Barbara McNally

Subject: Issue

Message: Please do not allow the expansion of Ratna Ling's facility. The county roads are no place for industry that belongs in the city close to highways for receiving and shipping goods. It is absolutely crazy to allow an industrial operation in the beautiful coastal hills. The increased wear and tear on roads already worn, the increased danger from shipping trucks, it is simply not fair to the landowners already living there. Ratna Ling has expanded by ignoring the rules, please do not reward their disregard by bending the rules further on their behalf.

Name: Barbara McNally
Email: ohbarb@sonic.net

Tricia Potter

From: BOS
Sent: Monday, March 24, 2014 8:18 AM
To: BOS-District-Directors
Subject: FW: Board of Supervisors Contact Us: Issue from edy bishop

Re: 4/8/14 PRMD Land Use Hearing PLP08-0021.

-----Original Message-----

From: no-reply@sonoma-county.org [mailto:no-reply@sonoma-county.org] On Behalf Of edy bishop
Sent: Sunday, March 23, 2014 9:22 AM
To: BOS
Subject: Board of Supervisors Contact Us: Issue from edy bishop

Subject: Issue

Message: Re: rhatna ling dharma press appeal. As a cazadero resident I find their press operations to be an inappropriate industry amongst the rural hills of west county. There are plenty of options at existing industrial parks within sonoma county with high vacancies that I am sure would be willing to negotiate lease rates for their printing/publishing business.

Name: edy bishop
Email: edybishop@hotmail.com
Phone: 7074948486
Address: 2952 mendocino ave
santa rosa, CA 95403

Tricia Potter

From: BOS
Sent: Monday, March 24, 2014 8:17 AM
To: BOS-District-Directors
Subject: FW: Board of Supervisors Contact Us: Issue from Donnie Schatzberg

Re: 4/8/14 PRMD Land Use Hearing PLP08-0021.

-----Original Message-----

From: no-reply@sonoma-county.org [<mailto:no-reply@sonoma-county.org>] On Behalf Of Donnie Schatzberg

Sent: Saturday, March 22, 2014 7:25 AM

To: BOS

Subject: Board of Supervisors Contact Us: Issue from Donnie Schatzberg

Subject: Issue

Message: I have been living in this area since 1970. It is a residential/agricultural setting. The roads here do not support industry and heavy trucking. Please deny a use permit for Ratna Ling for bringing heavy industry to our residential area. Thank You, Donnie Schatzberg

Name: Donnie Schatzberg

Email: donnie@bftb.net

Address: 601 Mitoma way
Cazadero, CA 95421

Tricia Potter

From: BOS
Sent: Monday, March 24, 2014 8:17 AM
To: BOS-District-Directors
Subject: FW: Board of Supervisors Contact Us: Issue from Leslie L. Cresswell

Re: 4/8/14 PRMD Land Use Hearing PLP08-0021.

-----Original Message-----

From: no-reply@sonoma-county.org [mailto:no-reply@sonoma-county.org] On Behalf Of Leslie L. Cresswell
Sent: Friday, March 21, 2014 10:49 PM
To: BOS
Subject: Board of Supervisors Contact Us: Issue from Leslie L. Cresswell

Subject: Issue
Message: Re: Hearing April 8 Ratna Ling Zoning

Please see that this will make its way to the Board Members.

I'm not much of a writer; know that my words are what I feel to be right.

I live on Seaview Road approximately 12 miles from the Ratna Ling Complex and Odeyon. I will be attending the hearing on April 8th. It surprises and angers me that the rural zoning for this area is not being upheld or honored by the "Bhuddists" at Ratna Ling/Odeyon (or the County). I have a hard time considering them following a Bhuddist way, as they have done harm without thought to the land or the Ridge Community here in which they find themselves in - expanding beyond their permits, moving an industrial printing facility out of Berkeley up to this rural area, burdening our one lane roads with large truck traffic, and then informing this Ridge Community that we "should feel honored to have them here as neighbors" (a quote I wrote down from one of their presentations to the members of this Ridge Community several years ago when we took notice of increased activity going on). It seems to me there is something odd going on with Ratna Ling/Odeyon - the County needs to step up and take a look. At the very least, the County should uphold the rural land use zoning.

Is anybody listening???

Name: Leslie L. Cresswell
Email: kiddou2004@yahoo.com
Phone: 707-847-3443
Address: 27780 Seaview Road
Cazadero, CA 95421

Tricia Potter

From: BOS
Sent: Monday, March 24, 2014 8:17 AM
To: BOS-District-Directors
Subject: FW: Board of Supervisors Contact Us: Issue from Joel Chaban

Re: 4/8/14 PRMD Land Use Hearing PLP08-0021.

-----Original Message-----

From: no-reply@sonoma-county.org [<mailto:no-reply@sonoma-county.org>] On Behalf Of Joel Chaban
Sent: Friday, March 21, 2014 7:16 PM
To: BOS
Subject: Board of Supervisors Contact Us: Issue from Joel Chaban

Subject: Issue

Message: Ratna Ling Retreat Center on Seaview Ridge now has an Industrial-scale printing plant, a publishing house, large warehouse, and an internet bookstore with shipping and handling facilities. This is a rural part of Sonoma County and such industrial uses do not conform to Ratna Ling's Use Permit UPE 04-0032, its zoning (RRD240), or to Sonoma County's General Plan. Sonoma County has failed to regulate the industrial activity of Ratna Ling Retreat Center. Sonoma County has failed to inspect code violations filed against Ratna Ling by a concerned citizens group, Coastal Hills Rural Preservation.

The Board of Supervisors needs to protect the environment, enforce the General Plan and Regulate Ratna Ling.

Name: Joel Chaban
Email: jchaban@allthingsconnected.com
Address: P.O. Box 800
Gualala, CA 95445

Tricia Potter

From: BOS
Sent: Monday, March 24, 2014 8:16 AM
To: BOS-District-Directors
Subject: FW: Board of Supervisors Contact Us: Issue from Kay Barnes

Re: 4/8/14 PRMD Land Use Hearing PLP08-0021.

-----Original Message-----

From: no-reply@sonoma-county.org [<mailto:no-reply@sonoma-county.org>] On Behalf Of Kay Barnes
Sent: Friday, March 21, 2014 6:59 PM
To: BOS
Subject: Board of Supervisors Contact Us: Issue from Kay Barnes

Subject: Issue
Message: Ratna Ling/Dharma Press: Uphold the General Plan - Deny Use Permit

I feel the current Board of Zoning Adjustments and Board of Supervisors are undermining the General Plan and Zoning Regulations piecemeal and county-wide, by approving one inappropriate project at a time. This is the case with DharmaPress. Although not opposed to the Retreat Center, I don't consider the rural hills of Sonoma County a place for printing operations, regardless of affiliation with a religious organization.

Please do the right thing - uphold the County General Plan and deny the Use Permit.

Name: Kay Barnes
Email: bkaybarnes@gmail.com
Phone: 707-847-3356
Address: 15971 Meyers Grade Road
Jenner, CA 95450

Tricia Potter

From: Vivien Lin [linvivien08@gmail.com]
Sent: Sunday, March 23, 2014 9:17 PM
To: Efren Carrillo
Subject: Please approve Ratna Ling Master Plan Amendment

Mr. Efren Carrillo
County of Sonoma Board of Supervisors
575 Administration Drive, Room 100A
Santa Rosa, CA 95403

Re: Ratna Ling Master Plan Amendment

Dear Mr. Carrillo :

I would like to show my support for Ratna Ling and urge you to vote to approve its Master Plan Amendment.

Ratna Ling is a non-profit organization with many worthwhile causes including the printing of Buddhist texts. These texts are then distributed at no cost to Buddhist and Tibetan monks around the world. This activity is unique and Sonoma County is a refuge which helps to contribute to this.

Ratna Ling offers to the public seminars and retreats that promote joy, goodwill and the well-being of our souls. My husband and I have attended such retreats at Ratna Ling and have enjoyed its peaceful and positive atmosphere.

I have known the people who are managing Ratna Ling's operations for more than twelve years and they are responsible people, who are dedicated to compassion, goodwill, non-confrontation, world peace and loving kindness of all living beings. They are sensitive to the community and the environment and seek to act in conscientious ways.

The sacred religious texts printed at Ratna Ling help to preserve the Tibetan and Buddhist culture by providing written materials for thousands of Buddhist monks all over the world. I, for one, believe it is an honor that this is happening in our community. Ratna Ling is also a retreat center and the printing of sacred texts at Ratna Ling makes the retreat center special. This activity and the volunteers who help run both operations bring joy and goodwill to the retreat center.

I hope you will consider all the positives that Ratna Ling brings to our community and approve its Master Plan Amendment.

Regards,

Vivien Lin
41308 Leeward Road
The Sea Ranch, CA 95497

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:00 PM
To: William Passaretti
Subject: FW: Ratna Ling Copies of E-mails
Attachments: Ratna Ling; re: Ratna Ling and Dharma Publishing; letter to Board; In Great Support of Ratna Ling; Ratna Ling Facility at Hauser Bridge Road, Cazadero, CA; tashi delek; In support of Ratna Ling; Re: Preservation of Ratna Ling; Fw: Preservation of Ratna Ling; TJ Nelson - Ratna Ling Commercial Printing Violation; Dharma Publishing.msg; Ratna Ling Retreat Center; RATNA LING; About Ratna Ling; Support of Ratna Ling Activities; Ratna Ling; April 8th hearing on Ratna Ling; Ratna Ling; Ratna Ling Land Use; Retreat Center; In Support of Ratna Ling; Ratna Ling

From: Irene Hays
Sent: April 04, 2014 11:32 AM
To: Cynthia Demidovich
Subject: Ratna Ling Copies of E-mails

Tricia Potter

From: Tracy Deliman [tracy@tealhouse.net]
Sent: Saturday, March 22, 2014 9:51 AM
To: Efren Carrillo
Cc: Sylvia Gretchen
Subject: Ratna Ling

Supervisor Efren Carrillo,

I am writing in support of the Ratna Ling Buddhist Retreat Center, particularly regarding allowing RL to continue operating its religious printing press. I have been a practicing Buddhist since 1977, became involved with the Nyingma Buddhist community in 1984, and have attended many retreats at Ratna Ling ever since it came into existence. No doubt, I will attend retreats there many more times.

Every retreat at Ratna Ling is an extraordinary experience that brings increased inner peace and a strong sense of connection with all human beings. It is a profoundly important religious practice to actively contribute to preserving our Buddhist heritage and teachings. On an individual level, I am enriched by attending classes, doing Tibetan yoga practice, meditating, and sharing meals as a community. But the most significant part of the retreat experience goes beyond my individual needs; when I work at the press, I know that I am helping to continue Buddhist education and enrich the spiritual lives of people all over the world. I have been to the World Peace Ceremony in Bodhgaya, India and have personally participated in distributing texts to monks and laypeople. Most are so poor, they would be unable to obtain these books without Ratna Ling's press. The deep gratitude they express truly touches my heart.

In the whole retreat experience, we consider working meditation to be just as important as all other aspects of religious practice. Some of us work in the kitchen, some in grounds maintenance, and the majority work at the press. We work in silence, other than communicating and receiving instructions. At the Ratna Ling press, we work under the supervision of people who are well-informed of the County's Permit and Resource Management Department's requirements; this ensures total compliance by every worker in the whole operation. We are respectful of these requirements.

During the retreat, many of us take breaks and go to the nearby towns to enjoy local restaurants, shops, the farmer's market, and to get gas. So our presence actively supports businesses in Sonoma County.

Please approve Ratna Ling to continue operating the printing of sacred religious texts.

Thank you,
Tracy Deliman, Ph.D.

Tricia Potter

From: Jen Breit [jbreit@comcast.net]
Sent: Saturday, March 22, 2014 6:21 AM
To: Efren Carrillo
Subject: re: Ratna Ling and Dharma Publishing

Dear Sir,

I would like to take this opportunity to give you a point of view on the circumstances at Ratna Ling and Dharma Publishing. My son lives and works at both of the above places. My husband and I have visited these places for the last few years so I do feel qualified to give you an honest opinion.

At first when Matt told us where he was going and what he was going to be working at, I was very hesitant. It was beyond my comprehension to imagine my son at this retreat center. He was confused about what he wanted in life and where he would end up. He had been in New York City working with some pretty rough managers. He left there discouraged and with little confidence. The last few years I have been amazed at the change in his life. He has since become an adult with more responsibility than I ever thought he could handle. He is more of a Christian now than when he was going to church with us. He is calmer, has a wonderful work ethic and cares deeply for each and every person that comes to Ratna Ling and Dharma.

Are the days long? Yes, they are. Is the pay a stipend? Yes, it is. But, everyone is free to come and go as they want. If they need time off, they get it. If someone has a problem such as being an alcoholic, they make sure that person goes to the right place to get the help they need. The food there is almost gourmet quality and there is plenty of it. They have beautiful buildings to work in. The buildings they live in are better than the retreat centers I have ever visited.

The education that is offered to everyone is open, unbiased, and truly the best way to help people realize what they have in life, what they need in life, and especially, what they don't need in life. It's not about material things. It's about inner peace and knowing your own heart. Many people have gone to RatnaLing and left with a sense of belonging someplace and a way to deal with the outside world without getting anxious, angry, etc.

I can't think of anything better than to be a volunteer of either places. It is a serene place with very comfortable work areas. If anyone suggests that people are abused or underpaid, they are sadly mistaken. More of our children today should be so lucky as to have a place like this to go and learn how to work, play, learn, and accept themselves. There is no bullying. They are treated as adults. If it isn't a place where they want to be, they leave with prayers and good wishes.

Are my son and his friends there abused. Absolutely not. I am at peace knowing the type of people my son associates with. Believe me, if Matt was not being treated properly, he would be the first to turn them in.

I hope my letter is not too long. I just needed to let you know that this is a wonderful place of opportunity for anyone of any age to go to. If my husband were retired, we would be on a plane out there to help out in the good works that they all do.

Thank you for your time. I hope this letter helps ease peoples' minds as to the way of life at Ratna Ling and Dharma Publishing.

Sincerely,

Jennifer L. Breit
183 Old Luther St.
Windber, PA 15963

814.487.5301

jbreit@comcast.net

Tricia Potter

From: David Katz [davidkat@sonic.net]
Sent: Friday, March 21, 2014 9:18 PM
To: Efren Carrillo; Shirlee Zane; Susan Gorin; David Rabbitt; Mike McGuire
Subject: letter to Board
Attachments: Sonoma LandWatch letter to Sonoma LandWatch let 3 16 14.pdf

+====+====+====+====+====+====+====+====+

David Katz

Office: (707)578-8347
Cell: 707 484-6283
davidkat@sonic.net

+====+====+====+====+====+====+====+====+

Sonoma LandWatch

Promoting Sound Land Use Policy in Sonoma County

P.O. Box 2678, Santa Rosa, CA 95406

March 16, 2014

Sonoma County Board of Supervisors
575 Administration Dr.
Santa Rosa, CA 95403

RE: Dharma Press/Ratna Ling Commercial Printing Expansion

Dear Supervisors:

We are writing to voice our extreme concern with the severe negative impacts of the General Plan and permit violations occurring at the Ratna Ling printing factory and the County's failure to address these problems. We oppose the acceptance of the Supplemental Mitigated Negative Declaration recently submitted by Ratna Ling.

A 60,000 square-foot, multi-million dollar commercial printing operation (masquerading as a religious retreat) is not an "ancillary" use, it is a factory with major traffic, permitting, natural resource, and other environmental impacts. It is clearly in violation of the General Plan and is operating without proper county permits. To allow this violation to continue will severely undermine the General Plan and county regulatory responsibilities.

The precedent that the Ratna Ling situation establishes for county land use planning is terrible: it provides incentive for tax-exempt organizations to acquire relatively inexpensive real estate outside urban industrial areas and establish industrial operations, with after-the-fact, ad hoc zoning changes and piecemeal permits. It is allowing an Industrial Printing Factory in an RRD Zone, with hundred of dwelling units added in for low-cost housing.

In 2004 Ratna Ling applied for a small, ancillary, **one press** operation, it has long since expanded from the 1 press operation approved by Use Permit to **6 presses** and an additional 40,000 square feet of book storage, with operations running 7 days a week, 24 hrs. a day.

Since 2004 Ratna Ling has taken out over 150 building permits at PRMD. This is an attempt to avoid land use regulation by staying under the radar of planning regulatory scrutiny by obtaining many smaller permits.

In 2006 Ratna Ling presented a proposal to PRMD for General Plan Amendment to expand the printing and book storage operations.

Here is what Jennifer Barrett, Deputy Director of Planning at PRMD, said in a response to the applicant on 11/27/06:

"As we discussed in our meeting, we believe that **your proposal is not consistent with the land use policies in our adopted General Plan or zoning for this site.** The proposal is much too large to permit as accessory to the retreat use that was recently permitted, nor would it be consistent with the use permit which allowed the printing press only as an accessory to the retreat.

Your use permit allows the printing press and 18,000 sf. of storage space which we consider to be about the limit of what is reasonable for an accessory use.

An accessory use must be incidental to the primary use and must not "significantly change the character, appearance, or operation of the principle use of the property."

So we have a dilemma with your new proposal. The 95,000 square ft. building is about the size of a "big box" or large department store and would appear to make the printing and warehouse the predominant use.

Alternatives would include printing only the number of books that can be distributed in the near term, or seeking another warehouse site with appropriate zoning to store the books for an indefinite period. There are many sites with appropriate zoning that are well suited to this type of facility..

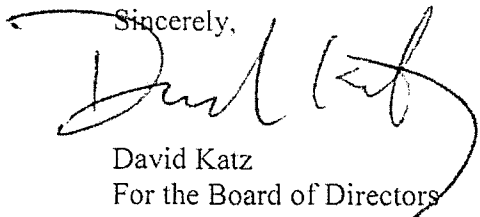
I would ask that you please consider the County's land use policies and evaluate these alternatives before you pursue a General Plan Amendment."

We strongly urge you to take action to end the permit violations taking place at Ratna Ling and to deny any further attempts at continuing this major General Plan violation.

It is your responsibility to uphold the General Plan of Sonoma County and to make sure that all planning and permitting practices are competent and fair. Please do not submit to pressure from outside interests to allow the environment and integrity of resource management in our beautiful county to be degraded.

Thank you for the opportunity to express our concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "David Katz", with a large, sweeping flourish extending from the end of the signature.

David Katz
For the Board of Directors

Tricia Potter

From: Inga Grace [ingagrace@hotmail.com]
Sent: Friday, March 21, 2014 7:09 PM
To: David Rabbitt; Susan Gorin; Mike McGuire; Shirlee Zane; Efren Carrillo
Subject: In Great Support of Ratna Ling

Dear Sonoma County Board of Supervisors,

It has been brought to my attention that some people in the vicinity of the Ratna Ling property in Cazadero are making it difficult for the kind and hardworking community there to conduct their business and spiritual practice.

As of last spring, I was unfamiliar with the area as well as the Ratna Ling retreat center. Then I had the good fortune to be invited to spend a week there as a guest and retreat participant.

Driving to Cazadero, we passed numerous run down and neglected properties and homes; many of those looked like fire hazards: with tall dry grass, brush or dead trees, broken fences and debris spread around the land.

We also noticed numerous identical signs, in many of those same locations. I no longer remember the wording, but the feel was not neither kind nor factual.

I was thinking to myself: "What kind of place are we going to that is being targeted so unkindly by others?"

As we arrived to Ratna Ling, I could not have been more surprised !!

The beauty and serenity immediately silenced any prior concerns: Large trees stood tall and healthy. Wild life was abundant. Exquisite gardens of native vegetation, as well as fire resistant and water conserving plants, attracted bees, birds and butterflies - all enhancing the natural beauty of the environment.

Obviously untold hours of labor had been spent to restore this land.....

All fire hazards, brush and dead trees, were cleared; the new buildings constructed of wood and modern materials with exquisite design and blending perfectly with the beauty of nature.

The residents we met, who provided healthy vegetarian meals, tended the gardens and worked in the office and print shop were all intelligent, educated and most gracious and welcoming.

When asked, no person had anything negative to say about the neighbors or all those unfortunate signs littering the county roads. They would respond with that surely folks would come to realize that

they are a hard working and spiritual group who wish to live in peace with everyone surrounding them.

In fact, It is beyond my comprehension how seemingly "a few fear mongers" have managed to rally a rural community into fearing living in the vicinity, or more likely miles away, from a print shop and storage building.

It is my suggestion to all of you good Supervisors overseeing Sonoma County to go to Ratna Ling for a visit and see for yourself. My guess is that you would also be moved and impressed with beauty and preservation of the natural habitat and the peaceful friendly way of life there.

If you can - stay for a meal. The food is excellent. Don't have time for a visit? Check their web-site; it is very well put together!

Ratna Ling is the most beautiful, well cared for, and friendly retreat center I have experienced. And by now I have lived a long time and seen quite a few.....

Kindly allow these folks to practice their trade, care for their surroundings and live in peace.

Sincerely,
Inga Grace
45 Scenic Drive,
Novato, CA 94949
415 884 9088

Tricia Potter

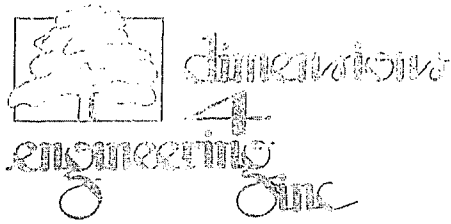
From: Lane Nitler [lane@d4e.net]
Sent: Friday, March 21, 2014 8:45 AM
To: Efren Carrillo
Subject: Ratna Ling Facility at Hauser Bridge Road, Cazadero, CA
Attachments: Ratna Ling Facility..pdf

Dear Supervisors:

Please see the attached letter for the Ratna Ling Facility at Hauser Bridge Road, Cazadero, CA.

Thank you,

Dimensions 4 Engineering
Stephanie Norman
Administrative Assistant



ANALYSIS
PLANNING
SURVEYING
ENGINEERING

2952 Mendocino Avenue, Suite C
Santa Rosa, California 95403

(Office) 707-578-3433
(Fax) 707-526-3433

March 18, 2014

Mr. Efren Carrillo, Fifth District Supervisor of
County of Sonoma Board of Supervisors
Supervisor Susan Gorin
Supervisor David Rabbitt
Supervisor Shirlee Zane
Supervisor Mike Mcguire
575 Administration Drive, Room 100A
Santa Rosa, CA 95403

Email: Efren.Carrillo@sonoma-county.org
Susan.Gorin@sonoma-county.org
David.Rabbitt@sonoma-county.org
Shirlee.Zane@sonoma-county.org
MikeMcguire@sonoma-county.org

Subject: Ratna Ling Facility
Hauser Bridge Road
Cazadero, CA

Dear Supervisors,

This letter is to voice my support for the Ratna Ling facility at Hauser Bridge Road, Cazadero, California.

I have personally been involved with the Ratna Ling facility and management group beginning from the time that Ratna Ling acquired the property in 2004 through the present time. My office has provided professional land surveying services and professional civil engineering services for a number of projects at Ratna Ling.

Throughout the history of our services, I have observed that Ratna Ling has always attempted to invoke a "good neighbor" policy regarding all their development. In an early situation, when a property line encroachment by a neighbor was discovered, Ratna Ling generously offered to adjust lot lines at their expense to allow the neighbor to retain improvements.


In matters regarding civil engineering projects, the Ratna Ling group has always conducted proposed construction with necessary permits. The Ratna Ling group has been generous to the local fire department and has 200,000 gallon water storage along with two reservoirs available for fire suppression. This is important in an area that has few available water sources.

All the grading and drainage plans prepared by Dimensions 4 Engineering, Inc. include rigorous BMP's for dealing with soils retention and erosion control. Ratna Ling has always complied with all the requirements shown on our plans in a professional manner.

I believe Ratna Ling is a huge bonus for Sonoma County in general and for the West County, Fifth District in particular because they observe a high standard in any project they propose. They create an immediate financial benefit with their hire local policy. Lastly, they will create a lasting benefit with a healthful retreat center providing employment for staff and a destination for guests.

Please feel free to contact me if you have any questions or comments regarding my letter. Thank you for your consideration.

Respectfully,
For Dimensions 4 Engineering



Douglas Donmon
President

Cc: Doug Nurnberg, Ratna Ling
DougN@RatnaLing.Org
Kay Gretchen, Ratna Ling
Cynthia Demidovich, Planner
Cynthia.Demidovich@sonoma-county.org

Tricia Potter

From: Tsering Nyima [tse8885@yahoo.com]
Sent: Thursday, March 20, 2014 10:22 PM
To: Efren Carrillo
Subject: tashi delek

Dear Sonoma
County Supervisors,
My name is Tsering
Nyima. I am a Tibetan monk and refugee. I live in Sarnath international Nyingma Institute.
Every year Dharma publishing prints
books are about Dharma history and medical books.
That way
very important for our study. Tibet India Nepal Bhutan etc we give books free for many
years. Dharma publishing makes the books at Ratna Ling to protecting Tibetan Religion and
schools and culture. Please help Dharma publishing and its work.
Thank you very much.
from Tsering
Nyingma

Tricia Potter

From: Eric [eric@wix.com]
Sent: Thursday, March 20, 2014 4:47 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: genegretchen@yahoo.com
Subject: In support of Ratna Ling

Hello All,

I am in support of Ratna Ling. It is tranquil place that is essential to contemplation, mediation and inner growth. The lessons I have learned there has improved my quality of life. My trips to that area are on an annual basis and are filled with new lessons and stress relief. The place also reinforces the concept of respecting nature and the landscape. I cannot imagine that hill without Ratna Ling.

Thank you for your time,
Eric Broers

--

Eric B.
Product Specialist
Team Lead
SF, CA



Tricia Potter

From: Colin Johnston [cjohnston@pacbell.net]
Sent: Thursday, March 20, 2014 4:42 PM
To: Efren Carrillo
Subject: Re: Preservation of Ratna Ling
Attachments: Ratna Ling Letter to Carrillo.docx

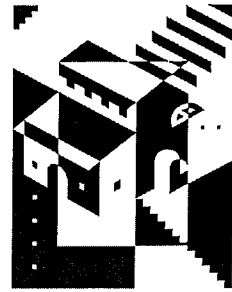
Hi Mr. Carrillo,

Please take a moment and read the attached letter. We are in full support of Ratna Ling and Dharma Press. We will attend the meeting on April 8th as well.

Thank you so much,

Colin Johnston
LIU-JOHNSTON BUILDERS
#1 Diaz Place
Oakland, CA.
9 4 6 1 1

(510) 339-2914 off.
(510) 339-0915 fax
(510) 206-9121 cell
cjohnston@pacbell.net email



LIU-JOHNSTON BUILDERS

Mr. Efren Carrillo, Supervisor
County of Sonoma Board of Supervisors
County of Sonoma
575 Administrative Drive, Room 100A
Santa Rosa, CA 95403

March 20th, 2014

Dear Mr. Carrillo,

My wife and I have been on retreats and several day trips to Ratna Ling. We have participated in the work at the religious press. We are in full support of the activities of Ratna Ling. The work of Dharm Press is so significant and benefits millions of practitioners around the world. The published works generated at Ratna Ling have had a huge impact on preserving the Tibetan Buddhist sacred texts and thereby the Tibetan cultural. The sacred texts produced at the press at Ratna Ling, have been distributed Bodh Gaya, India. These same sacred texts were given out, at no cost, to thousands of Tibetan monks, nuns and lay people at the annual World Peace Ceremony. This work is of international humanitarian significance, crucial to preserving the culture of the entire Tibetan people.

Ratna Ling is a jewel in the Sonoma County area. The folks that live and work there strive to create peaceful environmental harmony. We always see wild turkeys, deer, quail and all forms of the native wildlife living undisturbed among the Redwoods. There is a sense of tranquility we experience when we are at Ratna Ling.

We sincerely hope that Ratna Ling and Dharma Press continue their operations uninterrupted. Their contribution is global and is dedicated to benefit all.

Sincerely,

A handwritten signature in black ink, appearing to read "Colin Johnston", written in a cursive style.

Colin Johnston

Tricia Potter

From: Colin Johnston [cjohnston@pacbell.net]
Sent: Thursday, March 20, 2014 4:41 PM
To: Efren Carrillo
Subject: Fw: Preservation of Ratna Ling
Attachments: Ratna Ling Letter Demidovich.docx

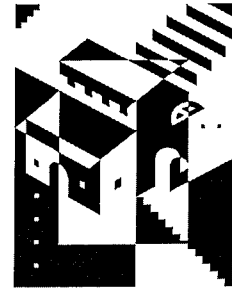
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Thank you so much,

Colin Johnston
LIU-JOHNSTON BUILDERS
#1 Diaz Place
Oakland, CA.
9 4 6 1 1

(510) 339-2914 off.
(510) 339-0915 fax
(510) 206-9121 cell
cjohnston@pacbell.net email



LIU-JOHNSTON BUILDERS

Ms Cynthia Demidovich, Project Planner
Permit and Resource Management Department
County of Sonoma
2550 Ventura Avenue
Santa Rosa, CA 95403

March 20th, 2014

Dear Ms Demidovich,

My wife and I have been on retreats and several day trips to Ratna Ling. We have participated in the work at the religious press. We are in full support of the activities of Ratna Ling. The work of Dharm Press is so significant and benefits millions of practitioners around the world. The published works generated at Ratna Ling have had a huge impact on preserving the Tibetan Buddhist sacred texts and thereby the Tibetan cultural. The sacred texts produced at the press at Ratna Ling, have been distributed Bodh Gaya, India. These same sacred texts were given out, at no cost, to thousands of Tibetan monks, nuns and lay people at the annual World Peace Ceremony. This work is of international humanitarian significance, crucial to preserving the culture of the entire Tibetan people.

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Sincerely,

A handwritten signature in black ink, appearing to read "Colin Johnston", written in a cursive style.

Colin Johnston

Tricia Potter

From: Melody Malon
Sent: Thursday, March 20, 2014 2:18 PM
To: BOS-District-Directors
Subject: TJ Nelson - Ratna Ling Commercial Printing Violation
Attachments: isd-helpdesk@sonoma-county.org_20140320_135152.pdf

Please find attached a letter addressed to the Supervisors from T.J. Nelson regarding the Ratna Ling Commercial Printing Violation

Melody



RECEIVED

MAR 20 2014

BOARD OF SUPERVISORS
COUNTY OF SONOMA

P.O. Box 2678 · Santa Rosa, CA 95405

Office: 930 Shiloh Road, Building 44 · Windsor, CA 95492

March 15, 2014

Sonoma County Board of Supervisors
575 Administration Dr.
Santa Rosa, CA 95403

RE: Ratna Ling Commercial Printing Violation

Dear Board of Supervisors:

I have been selling real estate for over 50 years in Sonoma County and this Ratna Ling situation is one of the worst land use violations I have ever seen.

A huge, multi-million dollar commercial printing operation is not an "ancillary" use, it is a factory with major development, permitting, natural resource, and other environmental impacts. It is clearly in violation of the General Plan and is operating without adequate county permits. To allow this violation to continue will severely damage the credibility and integrity of the Sonoma County General Plan and the county's enforcement actions.

The precedent that this violation of county land use planning establishes is very damaging: it provides incentive for investors to buy rural land and do what ever they want, thumbing their nose at the county.

Given that this situation has been going on for over 8 years, with constant delays on permit hearings and lack of action by the county, it sends the message that a landowner can do whatever they want, as long as they can afford expensive lawyers and consultants.

Please take action immediately to end this fiasco and restore the credibility of the County Planning process.

Sincerely,


T.J. Nelson

Since 1965

- EXPERIENCE MATTERS -

Office: (707) 836-7080 · Fax: (707) 836-7088

www.tjnelsoninc.com

Tricia Potter

From: Marta Louzao [martalou@fibertel.com.ar]
Sent: Thursday, March 20, 2014 6:50 AM
To: Efren Carrillo; Susan Gorin; Mike McGuire; David Rabbitt; Shirlee Zane
Subject: Dharma Publishing

Estimada Señora / Estimado Señor ,

Este email es para hacerle saber que vengo regularmente al Centro de Retiros Ratna Ling. A veces vengo más de una vez al año, incluso algunos años tres veces y siempre aprecio mucho mi tiempo allí.

Yo soy de Argentina, y además de las Meditaciones de Yoga Kum Nye y de las Enseñanzas tradicionales de Dharma, valoro sobre todo nuestro tiempo de práctica de trabajo en Dharma Publishing .

Cada día durante los retiros, vamos al proyecto de textos tibetanos y ayudamos con la encuadernación de libros tibetanos. A veces ordenamos los libros o coloreamos sus bordes o ayudamos a llenar los bolsillos de la encuadernadora.

No puedo expresar con palabras lo importante para mí ha sido esta práctica de trabajo. Es como meditación, y estoy comprometido con los textos antiguos. También es muy valiosa porque en el aula hacemos trabajo con el cuerpo y la mente, pero no con las manos por lo que durante la práctica de trabajo puedo de hecho tocar los materiales de los textos sagrados y los ayudo en su siguiente fase del proceso. Es como que estoy corporizando los libros que estoy ayudando a encuadernar.

Por supuesto, también sé lo que ocurre con los libros, que están siendo enviados a la India y distribuidos gratuitamente a los monjes y monjas tibetanos en exilio. Conozco personas que han ido a la distribución anual y me han transmitido lo agradecidos que están las monjas, monjes y laicos al recibir estos textos antiguos.

Por favor, ten en cuenta mis palabras cuando digo que este trabajo con los textos tibetanos es muy preciado para mí, y para mí es una parte integral para el aprendizaje del Dharma y para hacer mi vida más espiritual.

Tambien necesito decirle que aprecio que en vuestro país, la libertad de expresión y culto haya facilitado que esta obra sea llevada a cabo.

Atentamente, Marta Louzao DNI 5456404

Tricia Potter

From: James Gauer [longchenpa@comcast.net]
Sent: Wednesday, March 19, 2014 6:32 PM
To: Efren Carrillo
Subject: Ratna Ling Retreat Center
Attachments: Dear Supervisor.doc

Dear Supervisor,

I am writing you in support of the Ratna Ling Retreat Center and its publication and distribution of Sacred Texts of the profound religious tradition of Tibetan Buddhism. I have a Doctorate in Theology and Art from the Graduate Theological Union in Berkeley and have been a resident of Sonoma County for the last twenty-five years.

It is with great pride that I have informed people of the outstanding and admirable work that American Dharma students have so selflessly and steadfastly devoted themselves to in the preservation and distribution of Sacred Tibetan Texts at the Ratna Ling Retreat Center in Sonoma County. Without their devotion and this sacred place to work, one of the greatest and most sublime treasuries of human wisdom could be lost to human history through ignorance and carelessness. Not only is Sonoma County and Coastal California recognized for its environmental beauty, agricultural integrity, and visionary acumen as was recently acknowledged by President Obama's signing of the bill to preserve the Stornetta Lands, but also we are gifted here with the opportunity to take responsibility for the cultural and intellectual preservation of Wisdom teachings essential to the profoundest understanding of the human mind and heart.

As our elected Supervisors, we trust you with your authority to allow this great work of printing and distribution of sacred literature to continue for the sake of our children to build a more peaceful and humane world.

Please listen to this request heartfully and act wisely.

Respectfully submitted,

James L. Gauer, Ph.D

Tricia Potter

From: Victoria Riskin [riskinv@gmail.com]
Sent: Wednesday, March 19, 2014 3:41 PM
To: Efren Carrillo
Subject: RATNA LING

Dear Supervisor Carrillo:

I am writing in support of Ratna Ling, the beautiful retreat center in your area.

I have been visiting Ratna Ling since its opening for retreats for my own personal renewal and to deepen my understanding of Tibetan Buddhism. The serene landscape and the classes have made an enormous impact on my life.

While there, I have cherished the opportunity to participate in the text preservation project, to work with the books and to feel gratified knowing that the purpose of the project is to replenish the lost libraries of Tibet for the benefit of the Tibetan culture. Early on I went to India to help with the text distribution. You cannot even begin to imagine the profound gratitude of the monks and nuns and lay people to receive this gift consisting of the requisite body of knowledge necessary for their religious practice that was almost lost to them. This is especially meaningful for Tibetans who, under Chinese rule, have been treated in such a repressive manner and for whom the foundations of their heritage have been either destroyed or currently are in peril.

My friends in Sonoma County and the Bay area have joined me on retreat, taking the classes and relaxing in the beautiful surroundings and they have found Ratna Ling so spiritually nourishing that they have chosen to return to many times over.

Thank you in advance for your understanding.

Vicki Riskin

--
VICTORIA RISKIN
680 RANDALL ROAD
MONTECITO, CALIFORNIA 93108
805 969 6892
310 430 0416

Tricia Potter

From: Lorna Lambert [lornalambert@gmail.com]
Sent: Wednesday, March 19, 2014 8:34 AM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: genegretchen@yahoo.com
Subject: About Ratna Ling

Hello,

My name is Lorna Lambert and I live in Mill Valley, CA. I am writing to express my extremely strong support in favor of Ratna Ling and it's commitment to publishing sacred Tibetan texts and hosting individuals and retreat groups at the lovely center.

First off, Ratna Ling is just plain exquisite. To have such a beautifully tended piece of land and buildings offering sanctuary, educational resources, and restoring workshops to people of all faiths and walks of life is quite a resource. And simply for that alone, I would write a letter like this.

But also, it is furthering the lifespan and visibility of religious lineage that has been persecuted elsewhere!! Extraordinary! What an opportunity.

I attended a retreat at Ratna Ling two years ago. I was impressed with everything about it. I want to go back. I recommend it to friends frequently.

To be succinct: I really just LOVE Ratna Ling and everything it stands for.

Thank you,

Lorna Lambert
65 Summit Ave. #8
Mill Valley, CA 94941

--
Lorna Lambert

Tricia Potter

From: Sandra Andrade [saneves@gmail.com]
Sent: Wednesday, March 19, 2014 8:12 AM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Subject: Support of Ratna Ling Activities

Dear Supervisors,

I am writing in support of activities at Ratna Ling.

I am practitioner of Buddhism in the Nyingma Center of Rio de Janeiro, and in the past eight years I have gone several times to the United States to attend retreats at Ratna Ling.

The teachings we learn along with working with sacred texts in the printing press has been enriching experiences, that I would like to still be able to enjoy in the future.

The retreat center located in the beautiful Sonoma County has an atmosphere of calm and tranquility that is very inspiring. I plan to continue going to this location in the coming years.

Sincerely,

Sandra Neves de Andrade
Architect

Rua Decio Vilares 241/302 - 22041-040
Rio de Janeiro
Brasil

Tricia Potter

From: Ann Bergfors [bergfors@mcn.org]
Sent: Tuesday, March 18, 2014 8:57 AM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Subject: Ratna Ling

Dear Sonoma County Supervisors,

This letter is in support of Ratna Ling. I have had the amazing opportunity to help in the bindery at Ratna Ling as part of my religious practice as a Tibetan Buddhist, and found it profoundly uplifting. It isn't often that one has a chance to do something that really feels like it makes a difference, and working on these books that are being given to the Tibetan people, both monastic and lay, is deeply satisfying. Moreover, experiencing that a simple untrained person like myself can offer energy directly is empowering. This activity is what I would hope the world can have more of, people-to-people actions to make the world better, gestures of respect to the wisdom traditions of other cultures from the hands of America. It seems very much in keeping with our nation, united in respect for all peoples and faiths. I am grateful to Ratna Ling for providing the chance to take part in such a noble activity and I hope that the good will spreads to our community and nation.

Sincerely,

Ann Bergfors

Berkeley, CA.

Tricia Potter

From: charles keefe [ckeefe1947@yahoo.com]
Sent: Monday, March 17, 2014 10:11 PM
To: Susan.Gorin@sonoma-county.org; Shirlee Zane
Cc: David Rabbitt; Mike McGuire; Efren Carrillo
Subject: April 8th hearing on Ratna Ling

Dear Sonoma County Supervisors,

I am writing to you on behalf of the Ratna Ling Buddhist Religious Community located at 35755 Hauser Bridge Rd, Cazadero, Ca. 95421

I have had extensive experience working with them in the press and participated in Meditative and Yoga retreats. It has been a life changing experience for me. The religious center of Ratna Ling in Sonoma has a presents of peace, tranquility and harmony surrounded by natures' beauty.

The community dedication to a purpose greater than themselves, in spreading compassion and harmony throughout the world, in the preservation of Holy Texts which make up the heart of the exile Tibetan Peoples culture. These teachings which can show us the way to calm our negative energies and give us realization to the oneness of this planet and its inhabitants. It was here, in Sonoma, at Ratna Ling, the beauty, tranquility and harmony with nature, that I have learned how to utilize my working energies as meditation in creating awareness and harmony with my body, speech and mind, and with my fellow man.

The Ratna Ling's religious community press is not an industrial commercial press, as speculated by the contending neighbors, but a religious printing operation. Its' sole purpose is to print and freely distribute religious text to the Tibetan people which is the cultural and the religious survival of the Tibetan people Wisdom Teachings; in doing so, they can be shared and studied throughout the world for generations to come. It also enables Americans, from all walks of life, to volunteer, explore and participate if the work speaks to their hearts.

Since 2004 the Ratna Ling Religious Meditation Center, in Sonoma, has been brought to the attention of the world for their Meritorious work in supporting the Tibetan People in exile, by freely printing and distributing religious texts overseas. As I write today; however, the

genocide of the Tibet Culture has increased and the severity in which the Chinese government's determination to exterminate them continues as the atrocities worsen every year, and this is why the urgency to print and distribute the texts. Time is not on the side of the Tibetan people as an intact culture, whether inside Tibet or in exile.

Along the way of establishing this endeavor, the surrounding community of Seaview Ridge initially has been supportive, and where there have been differences and concerns, committees from both communities have met to find common ground. Whenever, however, discussions lead to uncertainty or misunderstandings, the Seaview Ridge community would look to hypothetical code violations as their point of contention. After petitions and reviews, Ratna Ling has never been cited for violations. The Ratna Ling Community has worked hand in hand with the county zoning board following their guidance about requirements of codes and ordinances; and the community has done its' best to address the concerns of the surrounding community.

In 2004 the County's Permit and Resource Management encouraged Ratna Ling to apply for a 20yr master use permit covering construction and future operational plans. The application was filed in 2011 and approved in June of 2012 by all board members. The opposing Seaview Ridge neighbors have again filed an appeal of that ruling to the Board of Supervisors and it is scheduled for a hearing in April.

Again, the Ratna Ling Community has done everything in their power to uphold the rules and regulations of the county, and tried their best to find common ground with the opposing neighbors. I urge the Board to take into consideration how all the required codes and permits have been met and approved along with all the considerable effort to reach common ground with their Seaview Ridge neighbors. I beseech you to grant Ratna Ling's 20 year master plan, as approved by the county's zoning adjustment board acceptance, so they can continue the good and virtuous work beneficial for the Tibetan people, and for the peoples of the whole world.

Respectfully,
Charles Keefe
Berkeley California
510-725-9675

ckeefe1947@yahoo.com

Tricia Potter

From: Deb Black [deb.black@gmail.com]
Sent: Monday, March 17, 2014 7:48 PM
To: Efren Carrillo
Subject: Ratna Ling

Dear Mr. Carrillo,

I understand that neighbors of Ratna Ling are complaining about Its existence?

Although I have never been there myself, I have several friends who have gone to retreats there. Loved the place and the people there.

The people of Ratna Ling are also doing wonderful work to help save a culture in danger.

What is the problem here?

Best regards,
Deborah Black

Sonoma

Tricia Potter

From: Barry Schieber [azukihat@gmail.com]
Sent: Monday, March 17, 2014 6:33 PM
To: Efren Carrillo; Susan Gorin; Mike McGuire; David Rabbitt; Shirlee Zane
Subject: Ratna Ling Land Use

Dear Board of Supervisors,

Ratna Ling is a county asset, a revenue producer and world landmark for producing sacred texts. It is a beacon of inspiration for preserving a culture of wisdom and compassion.

It is a beautifully maintained retreat center bringing guests seeking place of contemplation.

The printing has been curtailed as requested and it can hardly be considered an industrial site.

Anyone who visits can quickly appreciate the special quality of important work being done and the care for the landscape.

Ratna Ling is a treasure both for the residents of the county and the world.

Sincerely,

Barry Schieber

Tricia Potter

From: Ronni Sands [figwortrs@gmail.com]
Sent: Monday, March 17, 2014 5:55 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Subject: Retreat Center

Dear Supervisors,

As a teacher, resident of Sonoma County and visitor to the Rhat na Ling Retreat Center, I have had the greatest experience in dealing with all of the employees at the center. They were open to having a group of 12th grade students come for 5 days to do interpersonal group work that demanded a peaceful setting and supportive hosts. They went out of their way to welcome, support and accommodate us. They also gave us a tour of their book service. We met with the people running the presses and we spoke with the many dedicated workers who are making it possible to keep sacred texts going out to a place that is highly oppressed. Because of the peacefulness of the setting and the nature of their spiritual practices, there was only calmness and tranquility and it was hard to tell that there was even a small group of people living there.

The work that they are doing is admirable and their care of the environment profound. Every student in our group was touched in some way by their kindness and their harmonious relationship with the land. I would ask that you drive out there yourself so that you can know for yourself what a positive effect they are having on that space. It is an experience that you can only know by being witness to it. Thank you, Ronni Sands

Tricia Potter

From: Mimi Tam [mtam302@att.net]
Sent: Monday, March 17, 2014 5:31 PM
To: Efren Carrillo
Subject: In Support of Ratna Ling

Dear Supervisor Carrillo,

My name is Mimi Tam, and I'm a resident of Berkeley, CA. I'm writing in support of Ratna Ling. One major reason I go to Sonoma County is the Ratna Ling Retreat Center. Ratna Ling, with its peaceful and beautiful environment, provides thousands of people with a spiritually enriching and life enhancing experience. Many people who have taken retreats or even having just visited Ratna Ling often share the benefits with their families, friends, colleagues, co-workers in ways that bring more harmony to the larger community.

While I have not worked on the text project, I whole-heartedly support their mission in providing Tibetan Refugees in India with sacred Buddhist texts. There has been many positive media coverage of the printing and distribution of these texts both in documentaries that are shown all over the world and in other media outlet such Huffington Post and KQED. Once more and more people hear of their incredible text project, I believe that Ratna Ling will draw more people to Sonoma County to live and to visit.

Supervisor Carrillo, I strongly ask you to please support Ratna Ling's application, so people from all over the world can continue coming to Ratna Ling for retreat and enjoy the beauty and culture of Sonoma County.

Thank you for your consideration.
Mimi Tam

Tricia Potter

From: Gene Gretchen [genegretchen@yahoo.com]
Sent: Sunday, March 16, 2014 9:13 AM
To: Efren Carrillo
Subject: Ratna Ling

Efren,

Like myself, all the staff at the Ratna Ling Buddhist retreat center volunteer, and being individuals, all have different motivations and takeaways. Most volunteer because they want to deepen their knowledge of Buddhism. Some, like myself, are motivated by the Tibetan Nyingma Mediation Center's devotion to world peace and its efforts to keep alive the Tibetan culture and language.

I have been involved with Ratna Ling for the past four years helping to improve systems and lower our environmental footprint. During this time over 100 volunteers have come and gone and with a few exceptions, all have left better and more productive citizens.

All volunteers are individual, therefore attempting to group them will never be 100% accurate but for the sake of simplicity let me propose three groups:

First, the younger work study volunteers who are in their mid twenties and come to Ratna Ling for a 6 month stay which includes a one month probation period. During the probation period they may leave without notice and we are free to ask them to leave. Surprisingly few elect to leave with well over 90% staying on to fulfill their 6 months. After the probation period volunteers are of course free to leave- they are not locked up and there are no monetary penalties for leaving early. Also, we retain the right to ask them to leave for disciplinary reasons. Again, few do not leave before 6 months: in the last four years I only recall 3 cases where volunteers left or where asked to leave early. Many of this group (over 20%) elect to stay another 6 months or more, some staying for 4 or 5 years. And then we have some who leave and return after a year or so, as many need to leave due to student loans and other obligations. We also have an interesting sub-set of this group which is siblings of former volunteers. As I write this we have four sets of volunteer parents visiting this weekend, one who is volunteering for a month.

The second group is senior students of Buddhism. These are typically 30-60 years of age and are devoted practitioners of Buddhism. Many started as younger work-study volunteers who left the community to raise a family or gain other life experiences and returned because of their love of Buddhism.

Then you have the few like me who have enjoyed a professional career and during retirement decided there is more to life than playing golf. We believe what we are doing here will make a positive difference in the world.

We are proud to be associated with an organization which among other things sponsors a world peace ceremony where over 10,000 people spend 10 days praying for peace; an organization which through its support of Tibetan culture and its literacy program have improved the lives of refugees around the world. Have you ever thought what it would be like if there were no reading material in your spoken language?

The life of a volunteer begins with early morning prayer, meditation and yoga, then after breakfast moves on to a meeting where a Buddhist lesson is read and discussed and how it relates to his/her work and at the end of the work day there is another meeting to discuss the day and ends with prayer. Then it's off to dinner and class.

Not only do most volunteers experience a spiritual awakening during their time here they also learn they do not need to live a materialistic based life style and leave with a greater appreciation for the environment.

Regards,
Gene Gretchen

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:00 PM
To: William Passaretti
Subject: FW: Ratna Ling Copies of E-mails
Attachments: ratna ling ft ross .msg; Letter from a Ratna Ling Volunteer; Letter from Ratna Ling Volunteer; Ratna Ling volunteer; Ratna Ling; response to claims against Ratna Ling Center; I am a happy resident at Ratna Ling; False accusation of Enslavement at Ratna Ling; Ratna Ling; Volunteering at the end of the rainbow (Ratna Ling Retreat Center); Support for Ratna Ling from a Volunteer; Volunteering at Ratna Ling; Ratna Ling volunteer; Ratna Ling Volunteer; Ratna Ling Retreat Center; 40 year resident requests to please DENY Ratna Ling Retreat Center and Dharma Press for Master Use Permit Application PLP 08-0021.msg; Meeting regarding Ratna Ling; PLP 08-0021; Ratna Ling FOGR letter; Re: SUBJECT: File No. PLP08-0021, Ratna Ling Retreat Center, Hearing date 1 / 27/2014; SUBJECT: File No. PLP08-0021, Ratna Ling Retreat Center, Hearing date 1 / 27/2014; My Dharma Press opinion

From: Irene Hays
Sent: April 04, 2014 11:33 AM
To: Cynthia Demidovich
Subject: Ratna Ling Copies of E-mails

That is it for now.
Thanks, Irene

Tricia Potter

From: Kingsry@aol.com
Sent: Saturday, March 15, 2014 8:44 PM
To: Efen Carrillo
Cc: dk@sonic.net; mattyp75@comcast.net; fsgarden1@gmail.com; jrosales@mcn.org; swender@bftb.net
Subject: ratna ling/ft ross...

Good Day Supervisor Carrillo.

My name is Fred King and am a constituent of yours as I have a retreat on Ft. Ross road as well as a business in Santa Rosa and our family has maintained our residency in Sonoma County for 110 years. Many of this in West county as well the valley. That is our background.

I will be brief. I fully expect and look forward to you scrutinizing the approval, approval review of the Ratna Ling facility which will come before you on 4-8. Further, I also look forward to you making a definitive and defensible position whichever way you vote. If you review the available data and come to realize as I do that the previous approval was a total cock up, then you will support the appeal and have them scale back or leave to go where commercial belongs and is welcome. Unfortunately they/ratna ling have tons of money and tons of time. Kind of a Zen thing and will work this from every angle including religious to win, or delay. This facility simply needs to be in the 101 corridor as that is where it belongs and is welcome. It is that simple. Simple is good, Please revisit this appeal word by word and consequence by consequence, intended as well as unintended and make the correct decision..you really need to take the time...thank you so much and of course a response would be appreciated.

Fred King, fourth generation Sonoma County
Matt King, fifth generation Sonoma County
Dan King, fifth generation Sonoma County
Dane King, sixth generation Sonoma County We speak for Dane, 6 weeks old...
Penny Walker, third generation Sonoma County
Robert Walker, third maybe fourth generation Sonoma County

Tricia Potter

From: Matthew Breit [mattb@dharmapublishing.com]
Sent: Saturday, March 15, 2014 6:40 PM
To: Efren Carrillo
Cc: Gene Gretchen
Subject: Letter from a Ratna Ling Volunteer

Dear Sir,

I arrived at Ratna Ling from New York City on a rainy May day, expecting to stay only 6 months, the minimum commitment length for the Ratna Ling Work-Study program. That was four years ago, so needless to say, I enjoy being here!

From the outside it would be easy to think I have it hard. A six day work schedule strikes a lot of people as intense. "What, no Saturdays!?" As a retail manager turned media and tech professional, I long ago stopped thinking about how many hours I worked and whether or not I'd get my "weekends." 12 hour shifts, weekend shifts, all-nighters, long commutes, holiday hours, and "crunch time," all equaled (mostly) good paying gigs but at the cost of a sustainable, healthy lifestyle. Like so many of my generation and the generations before, I was working for the weekend and seemed always to be coming up short on satisfaction and fulfillment.

Ratna Ling has been a real chance to do things differently. Embedded in a rigorous work schedule, complimented by evening classes and morning and evening practice sessions of meditation and yoga, is a view of what it means to be a human being fully engaging in life. Why? Because it is precious and it won't last, so now is the time to make the most of it. As Tarthang Tulku writes, "life exacts a price for less than full participation." Now there's a maxim I wish I'd heard in college while studying philosophy!

"Work," understood as whatever I commit my time, energy, and knowledge to doing, whether building a website or writing a song on guitar or making dinner for my girlfriend, can be a meaningful, rewarding, challenging, and rich experience. I can learn new skills while facing insecurity and fear. I can overcome obstacles and work with negativity in myself and others to accomplish great things. I can also not do all of these things, and follow a path of frustration and disenchantment. These are some of the fundamental challenges of using work as spiritual practice. In this approach my work results are direct feedback about the quality of my engagement and I am given the chance to watch all the ways I can undermine my own aspirations in favor of familiar patterns of emotion and conflict. It's not always "pleasant" or even "nice" work to look at myself honestly, let alone resolve to change and try to follow through. This is "responsibility" in the path of work as spiritual practice, and it sets a high bar—one worth reaching for everyday even if I often can't seem to quite reach it or hold on for as long as I'd like.

The results of my efforts over the last 4 years are too many to write here, but among the more striking are that I have become more creative, calmer, lighter, gentler, more patient and understanding, more in love with life, and more appreciative of the incredible opportunity I have to live a meaningful life.

When I return to “the real world” after my extended training here, not only will I emerge with an impressive resume and proof of continued refinement of my operations and management skills, I will also carry with me knowledge of how to live well. Cultivated in the daily grind of e-mails, phone calls, meetings, and the regular “stuff” that makes up a life, this knowledge is reliable and effective—I use it every day. I am looking forward to bringing my spiritual study and practice to bear on problems facing whatever business or organization I land in.

We learn here that great spiritual practitioners of the past were like artists without a canvas, that their life was their great work—deeply creative and meaningful. At Ratna Ling I have begun to learn what it means to be the artisan of my own life and I look forward to sharing the results of my effort for the benefit of others.

I am deeply grateful for the opportunity to live and work as part of such a program in such a beautiful place. I hope I am just one of countless people who will come here in the coming years to delve into what makes life precious and to discover the joy of a life well lived.

Kind Regards,

--
Matthew Breit
General Manager



Dharma Publishing

35788 Hauser Bridge Rd.

Cazadero, CA 95421

p: (707) 847-3717 ext. 208

f: (707) 847-3380

e: mattb@dharmapublishing.com

Help us spreading this universal prayer across the world!

Tricia Potter

From: Talia Lozipone [tlozipone@gmail.com]
Sent: Saturday, March 15, 2014 6:26 PM
To: Efren Carrillo
Subject: Letter from Ratna Ling Volunteer

To Whom it May Concern:

My name is Talia Lozipone. I am a full time work study volunteer at Dharma Publishing. I have lived at Ratna Ling Retreat Center for the past 3.5 years. My life and time here is increasingly more rewarding and joyful. I love living and working here, and feel that coming here was the best choice I have made so far.

My work is rich with meaning and I am very much devoted to the mission of our organizations. Using Skillful Means, the teachings on how to use work for spiritual development, I find many resources within myself and continually strive to do my best, to challenge my abilities, and to help others. Working here I have learned to focus my energy, to communicate with care, and that I am much more capable than I thought.

At Ratna Ling, I am always learning! Not only at work where I have the opportunity to learn to manage people, to improve my business and marketing skills, and to refine my creative abilities but also in our classes, where even after several years of living here I realize that there is so much more to know. Community Life also provides a wonderful opportunity to practice compassion in action and for striving to see the best in others.

From Monday to Saturday, I work each day from 8am - 6pm. I have an hour lunch break from 12:30 - 1:30pm and half hour breaks in the morning and afternoons. In the mornings and evenings, I have the opportunity to study a vast array of Tibetan Buddhist topics such as philosophy, psychology, logic, meditation, and art. When I am not working, I spend my time studying, practicing Tibetan yoga or meditation, taking hikes in nature, or collaborating on creative projects with friends. My life is quiet, still and peaceful. I feel great joy most of the time and I believe it is a result of the work we do, both spiritually and professionally.

I am very lucky to live in a place of such abundance, to be in an atmosphere which values the appreciation of life and to be surrounded by people who care about the same things I do. I feel that this work study program truly has my best interest in mind.

I am growing more confident, responsible, and capable. As a human being, I feel so satisfied to make the most of my time and energy. I feel I have found my purpose in life and I am very thankful for the opportunity to be here.

I hope that in the future there will be no divisiveness between us and our neighbors and that we can work together harmoniously and for the benefit of others.

Kind regards,
Talia

Tricia Potter

From: Arnaud Maitland [arnaudmaitland0@aol.com]
Sent: Saturday, March 15, 2014 6:06 PM
To: Efren Carrillo
Subject: Ratna Ling volunteer

Dear Sir,

It is a pleasure for me to let you know how satisfied I am to be living and working at Ratna Ling. My name is Arnaud Maitland. I have been at Ratna Ling from the very beginning and we have always tried to fit in, not cause any difficulties and because our lifestyle is quiet, I am sure we are not a burden for anyone.

I, like the rest of us, have daily meditation and yoga practices and evening studies and during the day I happily work on programs that I lead at our retreat center and in other parts of the world. It is always most satisfying when people from Argentina, Brazil, the Netherlands, Sweden, and England come to us in the summer retreats to learn meditation and study Dharma.

One of the key ingredients of the retreats are that students of the program participate in our book binding process. The younger people do more physical work whereas the older ones are looking for quality and tipping in color pages and organizing the proper order of the printed pieces. Every day they are in our bindery and our first session after the afternoon bindery session we always discuss how it was for them to work with their hands, to participate in a very big project and we show them a movie of the books being distributed to the monks and nuns for free once a year in India.

I lead a few retreats per year here and always invite people from overseas to stay a little longer at our lovely Ratna Ling location so that they can enjoy the trails to the ocean, be on the beach, or walk along the coastline. Sometimes we go out to dinner at the Timber Cove Inn or in Jenner or we do some activities like kayaking on the Russian River. The Ratna Ling visitors are so pleased with the quiet atmosphere, the inspirational discussions and the work on the sacred art and texts. Everyone leaves the property satisfied, nourished and ready to go back to their own work.

In January I visited Sikkim in India and I visited an 87 year old Tibetan Lama who is also a refuge and who brought his training to a safe countr and is leading a very large monastery. His name is DoDrubChen. When he heard I was from Ratna Ling, he expressed his great gratitude and said, "Without your work, our Tibetan heritage would have died out."

So I am immensely grateful to be part of this process and my sincere wishes that we can have a good working relationship with the neighbors and that we help each other and appreciate each other. We all want the same – a good life with happiness and meaningful activities.

Sincerely,
Arnaud Maitland

Tricia Potter

From: Els Gielens [elsg@dharmapublishing.com]
Sent: Saturday, March 15, 2014 6:02 PM
To: Efren Carrillo
Subject: Ratna Ling

Dear Sir,

I'm very happy to let you know that I'm living at Ratna Ling, already for 3 years. It is a great pleasure for me to live and work at this place. I'm Els and came all the way from Holland.

Live for me here is very satisfying, first of all, my day starts with Tibetan Yoga. We do this with a little group. And to be honest on my own, I would never accomplish to do this every day. Here I have the support.

At 8 I start working and since I can do what I really like to do, my day is fulfilling. I'm teaching many classes and have also the opportunity to study for those classes and prepare webinars / teachings online. Classes are about Tibetan Yoga and Transforming Stress into Well-Being.

My work day ends at 6 and have then the opportunity to attend classes. I really like to deepen my understanding and find even more ease inside myself. In this way I'm also more beneficial for others. Spirituality always helped me and I'm learning even more in the moment.

Our breaks here are plenty and the food more then delicious. I feel well cared for and in the meantime I can study and work and follow my deepest wishes.

Thank you
Els Gielens

Els Gielens
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Tricia Potter

From: George Wiegand [georgewiegand@hotmail.com]
Sent: Saturday, March 15, 2014 5:29 PM
To: Efren Carrillo
Subject: response to claims against Ratna Ling Center

March 15, 2014

Dear Efren Carrillo,

My name is George Wiegand. I have been involved with the Nyingma organizations since 1982, and with Ratna Ling since 2007. With the exception of the last three months when I was working at our center in India, I have had close contact with the volunteers here at Ratna Ling.

I have an M.Ed. In Counseling and have worked as both a HS Counselor and with teens in a mindfulness-based treatment center here in California in Petaluma for many years.

The negative claims I have been asked to respond to are absurd. The Ratna Ling center, and the work we do here, is completely volunteer. A stipend, room, meals and instruction are offered for the help volunteers offer to our many projects. Classes available in the evenings and early morning include meditation, tibetan yoga, buddhist history, philosophy, Tibetan classical language, and others. Often

there are also hatha yoga classes offered informally, or cooking workshops, many things.

The hours and the living situation are clearly explained to anyone considering coming to Ratna Ling, and frankly it is rare that anyone arrives and then is not amazed by the beauty and pleasantness of the situation here.

We have an important mission, related to supporting the Tibetan people and their religious tradition as they cope in exile with the continued genocide of their culture in Tibet itself. Most folks that come here to volunteer are aware of the situation and want to help.

Books in english that we publish are also offered regularly to the volunteers, so over time they can collect many titles either in translation from the Tibetan or written originally for westerners.

We work hard here, that is true, but I have been involved here quite awhile, and it has never seemed like a job, rather a shared activity that supports something truly meaningful. We often work in silence or essential speech, trying to put into practice a cheerful being-in-the-moment that is part of the training in the tradition offered here.

The door is always open to come and go here, and when a person leaves here after 3 or 6 months, or 6 years, I think they will be the most valuable employee their new employer has, right away! Because so much here goes in through the skin, as it were, it is hard to see how much one has learned until you leave. I know because I have spent several periods away, caring for relatives or whatever, once for 6 years.

Yet I come back because it is so meaningful and rich here, nothing else has quite captivated me as much.

Sincerely,

George Wiegand

Tricia Potter

From: Stephanie Ring [ring.steph@gmail.com]
Sent: Saturday, March 15, 2014 10:33 AM
To: Efren Carrillo
Subject: I am a happy resident at Ratna Ling

Dear Efren Carrillo,

I was informed yesterday that a rumor has been going around that the volunteers at Ratna Ling have been performing in slavery?

To me the words volunteer and slavery not something that go hand-in-hand. I have been volunteering at Ratna Ling for six months and have enjoyed every minute of my time here. So much that I've decided to extend my stay for another six months. I have only felt appreciated, nourished, and one with this community. This is a place that allows one to grow in whatever positive direction they choose and the people here, doesn't matter if it's management or friend, help motivate you to make it happen by giving you the tools to succeed.

I am overjoyed that you are taking this matter seriously because slavery is not something to ignore. It also shows that you take pride in the human rights which is sometimes hard to find in politics.

I do only wish you and your love ones the best in life,

--
Stephanie Ring

Tricia Potter

From: Daniel Albers [dana@ratnaling.org]
Sent: Saturday, March 15, 2014 10:05 AM
To: Efen Carrillo
Cc: Gene Gretchen
Subject: False accusation of Enslavement at Ratna Ling

Dear Sir,

I have been told that it is important to you to hear that I am not enslaved. I volunteer my time to work at Ratna Ling for several reasons:

1. I am able to use all of my skills and abilities to make a positive contribution to our neighborhood, county, state, nation, and the world.
2. I am able to travel as I please, go to town when I need to, and purchase personal items which I want.
3. I am able to meet and spend time with people who are intelligent, peaceful, and also free.
4. I enjoy seeing and hearing the animals which also live here.
5. I enjoy the night sky, with the milky way, stars, and constellations easily visible on a clear night.
6. I enjoy the changes in the weather.
7. I enjoy spending time with the friendly neighbors.

What else can I say?

I'm sorry that you have to respond to false accusations.

Sincerely,
Daniel Albers

PS. This is a second attempt to send this to you, so please excuse a possible duplicate.
Thanks.

Tricia Potter

From: Sharon Muneno [rayjsham@gmail.com]
Sent: Friday, March 14, 2014 7:13 PM
To: Efren Carrillo
Subject: Ratna Ling

Efren

Today we heard that Ratna Ling has been accused of slave labor. Nothing could be farther from the truth. We volunteer on a regular basis and have never experienced or seen any type of activity that is even close to slave labor. Over the years there have been many volunteers. Most have signed up for six month or one year commitments and many have extended their stay. All on a volunteer basis. Some people are not accustomed to the work involved and are choose to leave or are encouraged to leave after a short trial period. People often comment on how much of a growth experience being at Ratna Ling has been and parents that have come to visit agree.

Ray Johnston and Sharon Muneno

Tricia Potter

From: Andrea VanBecelaere [andreasnothome@gmail.com]
Sent: Friday, March 14, 2014 6:59 PM
To: Efen Carrillo
Subject: Volunteering at the end of the rainbow (Ratna Ling Retreat Center)

Good evening Efen,

I have a full letter to you and your fellow supervisors being drafted, but I just wanted to send you a short note to say that I after two years of volunteering at Ratna Ling, helping to manage the Lodge retreat center and whatever else needs to be done, I still feel that I am so lucky to have this opportunity to help myself while helping change the world.

I came here because after reaching those life goals that I thought would make me happy, I found myself, well, not happy. In state of grasping after the newest thing to do, have, or try, I was lonely, unhappy and wanting a deeper purpose. Coming here, and knowing that everyday I put my energy towards something that benefits others, has been a blessing.

Ratna Ling, however, would not be the same or mean as much to me without the amazing community it is in- the incredible people that live in this area that have been warm and welcoming to me Sundays at the market and Wednesdays at the Fire Department. I have a huge amount of appreciation for this beautiful area and the people who put their energy in it to keep it safe.

Thank you, as well, for the countless hours that you put in to keep this county running strong.

In closing, my good friend and fellow volunteer, Rick, upon returning from India where he got to help with the book donation we sponsor at the world peace ceremony, said to me, you know, this place is like the end of the rainbow. I couldn't agree more.

I look forward to seeing you at the hearing on April 8 to show my support of Ratna Ling.

Warmly,

--
Andrea VanBecelaere
Cell: 620-202-1021
alt. email: manager@ratnaling.org

Tricia Potter

From: Chelsea Rappel [yogichelsi@gmail.com]
Sent: Friday, March 14, 2014 5:23 PM
To: Efren Carrillo
Subject: Support for Ratna Ling from a Volunteer

Dear Efren,

I hope you are enjoying this beautiful day! My name is Chelsea Rappel and I am a resident volunteer at Ratna Ling Retreat Center. In lieu of recent events, I thought I would take the opportunity to reach out to you to express my love for the place that has been my home for nearly 4 years.

My work here has been primarily in guest services at the retreat center. I really love my job and the sense of accomplishment I feel when done well; plus, I have the opportunity to help people every day! In exchange for my time I am compensated with a beautiful place to live, yummy food, the chance to study and grow, and a living allowance. I have everything I need and more. I feel incredibly lucky to have found this place advertised in a tiny Milwaukee newspaper in 2010!

I live onsite with my boyfriend who has also been a volunteer for many years. His name is Brandon and he helps to run the machines that make the sacred books. We are both truly grateful to Ratna Ling, otherwise we never would have met! We have the opportunity to live our lives quietly in accordance with our spiritual values and to me that is a gift.

The many friends and relationships I have built over the year at Ratna Ling are priceless. I have been supported by this community since the beginning and I view them more as family. Although I visit my friends and family back on the east coast when I can, my heart always seems to find it's way back to Cazadero and Ratna Ling.

I appreciate your time and support. If you have the need to contact me directly, I can be reached at (510) 809-4987. I wish you a wonderful weekend!

Warmly,
Chelsea Rappel
Ratna Ling Retreat Manager

Tricia Potter

From: mallory edwards [mmedwards22@gmail.com]
Sent: Friday, March 14, 2014 5:13 PM
To: Efren Carrillo
Subject: Volunteering at Ratna Ling

Hello Efren,

My name is Mallory Edwards and I have been a volunteer at Ratna Ling Retreat Center for 3 1/2 years. I have been here so long because I truly believe that the work we have done, and continue to do, can and has made a positive impact on many people's lives. It is not just people on the outside of Ratna Ling that benefit from this, it is also the volunteers that live, work, and choose to be here. We have knowingly chosen to come and work here as volunteers, to receive the chance to help preserve Tibetan culture, as well as the opportunity to work on our selves. We are offered several classes on meditation, yoga, and Buddhist theory. There are various work positions here, and we all work the same schedule that was agreed upon when we came to work here. In exchange for the work we do, we receive free room and board and well as the classes mentioned before. We are all happy to be here, and happy to be involved in such a great non-profit organization.

Thank you for your time,
Sincerely,

Mallory Edwards

Tricia Potter

From: janet smith [janls_2@yahoo.com]
Sent: Friday, March 14, 2014 5:04 PM
To: Efen Carrillo
Subject: Ratna Ling volunteer

March 14, 2014

Dear Supervisor Carrillo,

I have been a full time volunteer at Ratna Ling for eight years and the volunteer coordinator for the past two years. After a career in working with adolescents in residential treatment programs, I made the decision to live and work in an intentional spiritual community, in particular Ratna Ling because of its Tibetan Buddhist foundation.

What drew me so much to Ratna Ling was the integrated approach to life and work, or "Skillful Means" as it is called. Rather than viewing work as something we do simply to earn money or as an obligation, my time at Ratna Ling has taught me how to develop work as a bridge to self-awareness which in turn has helped me to transcend limitations. It is a constant process of learning to bring a meditative awareness to the work I do here. In this work/practice model, work has become an environment where I can observe how my habits, patterns, and actions affect myself and other people around me.

As volunteer coordinator, in the interview process I go out of my way to communicate to prospective volunteers the rigorous work schedule and at the same time share with them the possibilities for their own human development. Over and over again as volunteers leave Ratna Ling at the completion of their commitment, they speak of how deeply the experience has enriched their lives, giving them tools to use in the future for whatever life presents to them. This positive feedback is reflected in the number of previous volunteers who return to work at Ratna Ling once again.

Best Wishes,

Janet Smith
Volunteer Coordinator
Ratna Ling Retreat Center

Tricia Potter

From: Jessie Maynard [jessie.maynard@gmail.com]
Sent: Friday, March 14, 2014 4:58 PM
To: Efen Carrillo
Subject: Ratna Ling Volunteer

Good afternoon,

My name is Jessie Maynard and I am a volunteer at the Ratna Ling Retreat Center in Cazadero, CA. I originally signed up for only a six month stay but have extended my contract multiple times because of the wonderful opportunities available to me here. I have been here for over 18 months now and continue to stay for the classes offered, the opportunity to practice meditation and yoga, and to be part of a community of like-minded, positively intentioned people of all ages. The lessons and experiences I have had here will absolutely benefit me in the future, both on a spiritual and professional level. Ratna Ling is a wonderful place to work and I would recommend it to everyone and anyone interested in pursuing a spiritual path in their life. If you have any questions for me, please do not hesitate to email me or call me at (941) 725-1388.

Thank you,

Jessie

Tricia Potter

From: Rosalyn White [rosalynw@ratnaling.org]
Sent: Friday, March 14, 2014 4:32 PM
To: Efren Carrillo
Subject: Ratna Ling Retreat Center

Dear Supervisor Carrillo,

It will be very nice to meet you on March 24th, when we have an appointment. My co-director, Gene Gretchen and I will be meeting with you about the upcoming hearing on April 8th.

Gene mentioned that one of our neighbors has written, saying that our volunteer staff is not well treated. We would like to clearly say that we feel the opposite is true. I have been working full-time with this organization since 1975, and have seen many young people benefit greatly from their full-time volunteer work with us.

We realize that the model in our country is for young people to get their education and then get established in as well-paid a position as they can find. But we also know that many young people feel that volunteering right after finishing school, might be their only opportunity to do so, before family obligations, such as marriage, children, mortgages, etc. take over. For many young people, working with our organization has been a wonderful transition between school and the responsibilities of adult life. They have learned to take responsibility, manage time well, become proficient in a variety of skills and learn some spiritual practices that will be with them their whole lives. Many people have let us know that their time with us has been one of the most important things they feel they have done in their lives, with lasting benefits to them and their families.

Our program is vigorous, with our volunteers working full-time, as well as taking classes on subjects such as Buddhism, meditation and yoga in the evenings. But they all express the sentiment that they feel very lucky to be a part of this program. New volunteers are given a one month trial when they first arrive. If they feel the program is not a good fit for them, they are under no obligation to stay. If they decide to stay, we ask for a 6 month commitment. If they wish to stay on after that, we generally allow them to do that.

We provide beautiful, fully-furnished cabins for our volunteers to live in, that were recently remodeled. Each has a full, modern bathroom included, as well as an outdoor deck, gas heat, large closets, ceiling fans and attractive lighting. We sometimes rent vacant cabins for \$300 per night to our guests, as they are really quite elegant accommodations.

We provide three gourmet vegetarian meals and all of the snacks that people wish to have, in addition to their housing as well as a modest stipend to cover personal expenses such as cell phones, etc. We start and end each day with some spiritual practices and encourage people to take advantage of the classes.

Ratna Ling has beautiful facilities. Guests generally pay approximately \$300 per couple, per night, to stay here, depending on the season. So our volunteers are basically living in a resort setting, eating resort meals, and taking all of the free spiritual classes they wish to take. Many people would view this as a golden opportunity.

Best Wishes,
Rosalyn White
Co-director, Ratna Ling Retreat Center

Tricia Potter

From: deline [objectsdeline@mindspring.com]
Sent: Friday, March 07, 2014 12:43 AM
To: Efren Carrillo
Subject: 40 year resident requests..... to please.... DENY..... Ratna Ling Retreat Center and Dharma Press for Master Use Permit Application PLP 08-0021

Importance: High

Greetings:

I purchased property on Seaview Road in 1972. I have lived, worked and volunteered in this community since 1974. For 40 years I have been involved in the community I have been a teacher at Ft. Ross School, a California State Park Ranger Peace Officer and a member of the Timber Cove Fire Department. I am part of the community and chose this region from the beginning because of its rural nature and distance from commercial enterprise. My land is not only for me but the generations of my family that it will be passed on to.

I am surprised that the Board of Supervisors have been misled and deceived by the Ranta Ling Project. This is not a retreat or holy educational facility. It is a fully functioning, operational manufacturing facility. It is hard for me to understand that you do not see this as such. Their failure to ignore the implements set down by the Board and their continuing expansion and production is enough proof that they feel they are above any laws or ordinances that the County of Sonoma may try and enforce. I find it hard to understand how the Board still would entertain any aspect of their permit process after they have not followed the Board's interim declarations over the last decade.

I could go on and on; I could just have sent the form letter that does state the facts of this ongoing disregard for County law. Instead I request that you send me a short written explanation of why this organization who

has transgressed Sonoma County government's requests and ordinances,
yet still is even given an audience by you.

Regards,
William Deline
31250 Seaview Rd.
Cazadero, Ca. 95421

Tricia Potter

From: Bruce Johnson [sculptorbruce@gmail.com]
Sent: Tuesday, March 04, 2014 11:13 PM
To: Efren Carrillo; Susan Upchurch; Shirlee Zane; Michelle Whitman; Andrea Krout; David Rabbitt; Pat Gilardi; Susan Gorin; Kelly Burns; Mike McGuire
Subject: Meeting regarding Ratna Ling
Attachments: new PROTECT SONOMA COUNTY.docx

Dear Sonoma County Supervisors,

I am a steering committee member of Coastal Hills Rural Preservation. I am one of several citizen, including Rose Zoia, scheduled to meet with you at the end of March regarding Ratna Ling and Dharma Publishing.

Attached is an open letter that articulates my objections to a new use permit for Ratna Ling. I presented this letter to the Sierra Club last night and will continue to present this information as best I can to the general public.

I would like you to have time to review this letter before we meet and consider that this matter coming before you on April 8, 2014 is of vital importance to the County.

The basis for approving an "ancillary printing facility" in 2004 is based on this one sentence. "This use is consistent with the intent and purpose of the RRD zoning district because it is similar to a non-commercial club or lodge."

Dharma Publishing is no Grange Hall activity. The Ladies Auxillary does not work six days per week making tens of thousands of quilts for new born babies. Ratna Ling is nothing like a club or lodge. Ratna Ling is a factory.

Please visit the "ancillary" printing facility at Ratna Ling and decide for yourself if it is a club activity or a factory.

I hope you can find time to read the attached letter before we meet and I look forward to discussing the issues with you.

Sincerely, Bruce Johnson

OPEN LETTER:

PROTECT SONOMA COUNTY - REGULATE RATNA LING

There is an Industrial scale printing plant, a publishing house, large warehouses and an Internet bookstore with shipping and handling facilities located at Ratna Ling Retreat Center on Seaview Ridge in Rural Sonoma County. Such uses do not conform to Ratna Ling's Use Permit UPE 04-0032, nor to rural zoning RRD240 nor to Sonoma County's General Plan. Sonoma County has failed to regulate the industrial activity of Ratna Ling Retreat Center. Sonoma County has failed to inspect code violations filed against Ratna Ling by a concerned citizens group Coastal Hills Rural Preservation.

In 2004 the Tibetan Nyingma Meditation Center, TNMC, purchased a remodeled small (113 acre) guest ranch known as Timber Hill. TNMC is a \$60 million conglomerate of 12 organizations including Dharma Publishing. TNMC also owns Odiyan Retreat Center which is the large Tibetan temple complex a few miles north of RL.

Let me offer my inflammatory remarks to get your attention.

Odiyan is a unique model. The Rinpoche, spiritual leader, makes it clear. "Odiyan is NOT a traditional monastery dedicated to contemplation and prayer but a place of rigorous, demanding physical work." And he is not kidding.

Workers working 6 days per week and 12 hours per day are called "retreatants". They need not be Buddhists but they must volunteer. Work is called "skillful means" and is considered a religious practice rather than work. Workers receive room and board and a stipend of \$5 per day. Workers are not paid wages, accrue no Social Security, provide their own medical insurance, or not, and after years of work have no savings and nowhere to go.

The work force at Odiyan is said to be around 40. If Odiyan paid workers \$10 per hour it would represent \$1.4 million per year in

unpaid wages. Wal-Mart should take notes. Some workers leave and many workers choose to stay but all the workers are exploited.

Construction at Odiyan has continued non-stop for more than 30 years. In ways Odiyan is a shimmering Shangri-La with copper and gold domed roofs – a city on the hill. But it is not a city because there are no citizens. At Odiyan there is a Rinpoche, a billionaire benefactor and a staff of workers. The Rinpoche lives in seclusion on a private estate with a staff that is instructed to divert their eyes in his presence.

Odiyan is someone's Winchester Mystery House, a billionaire's folly with temples and stupa and gardens and two private residences and a heliport. Odiyan is an extreme gated community protected by 8' prison like fencing topped with razor wire and backed up by eight strands of electric wire and security cameras. This is a STRANGE PLACE and someone needs to point out that the emperor has no clothes.

Ratna Ling is called an Annex to Odiyan and it is organized around the same practice of "rigorous, demanding physical work" and \$5 a day stipends. Today Ratna Ling is a 60,000sf industrial printing facility with a resident workforce and a daily contract workforce supplied by Odiyan. Ratna Ling is a company town.

Thus end my inflammatory remarks. I make note of this because what follows seems inflammatory as well.

TNMC first proposed "an Annex to Odiyan" and to purchase the remodeled Timber Hill property if they could convert the existing 13,000 lodge to a religious printing facility and use the guest cottages as housing for workers. PRMD, Permits and Resource Management Department, correctly rejected this proposal, because converting a lodge to and industrial use requires industrial zoning. TNMC purchased the property anyway and repackaged their proposal as Ratna Ling Retreat Center. By simply changing their language to "retreat center" that included

an “ancillary printing facility” PRMD was willing to approve a use permit.

Even though PRMD denied converting a 13,000sf lodge to a printing facility they were willing to approve the construction of a new 18,750sf “ancillary” printing facility. PRMD asserted: ***“This use is consistent with the intent and purpose of the RRD zoning district because it is similar to a non-commercial club or lodge”.***

NON-COMMERCIAL CLUB OR LODGE? Look at the pictures. **THIS IS A FACTORY!** This is not a Grange Hall activity. The Ladies Auxiliary does not work 6 days per week making tens of thousands of quilts for newborn babies. Ratna Ling is nothing like a club or lodge. RL is a **FACTORY**.

PRMD made a mistake. PRMD gave RL a windfall, sweetheart, good old boy 2004 use permit. Had RL conformed to this use permit there would be no recourse but to allow this use to continue. But RL never intended to conform to the conditions of the 2004 use permit. RL believes they are exceptional and are doing exceptional work and this sense of “exceptionalism” allowed them to proceed with their own agenda.

No one imagined that these Buddhists would be so zealous as to ignore use permits, lie about their intentions and move their entire publishing empire to Ratna Ling without an industrial use permit. Since 2004 RL has methodically proceeded with their original plan to convert Timber Hill Ranch to their own company town.

In 2004 all of Dharma Publishing was located in Berkeley as it had been for 30 years. The RL “ancillary” press facility was a satellite of DP. PRMD’s 2004 staff reports reads, ***“To approve this use permit a finding must be made indicating that the printing facility is an ancillary use to the retreat center.”*** By 2007 all of Dharma Publishing was moved from Berkeley to Ratna Ling and the satellite-printing facility had now become the mother ship and hub of the Dharma Publishing empire. All DP

printing now occurs at RL. According to their own website: DP is the largest Tibetan Buddhist press in the world. At this scale the press facility is clearly no longer ancillary to the retreat center and it is industrial land use. The retreat center's main purpose is to house Dharma Press, Dharma Publishing, Dharma Bookstore and Dharma Enterprise workers.

But this is just the beginning. Because of the move from Berkeley, DP quickly ran out of room at RL. In 2008, RL proposed a General Plan Amendment (GPA) to build an 8,000sf exhibition hall and 90,000sf of underground warehouses which they euphemistically called "Sacred Treasuries". This plan required moving 250,000 cubic yards of soil. (25,000 dump-truck loads) At an estimated \$300 per square foot this would have been a \$29 million addition to the so-called "ancillary" printing facility. If you look at the copper and gold temples at Odiyan it is clear that TNMC has the means and intention to build such a complex.

Local community members organized to stop this outrageous expansion. Coastal Hills Rural Preservation, (CHRP) was formed and 175 residents petitioned the County to deny this expansion. Because of public pressure and the outrageous and untenable proposal RL withdrew their General Plan Amendment but not their pernicious desire to expand.

Before the 2008 GPA was withdrawn RL requested and PRMD granted permits for 39,000sf of temporary storage tents that they called "accessory structures". These tents, the size of a Wal-Mart store, contain one million cubic feet of storage. Never the less PRMD permits them as "accessory structures" Accessory structures are most often gazebos, decks and carports and require no public hearings to permit. How convenient, no public hearings. Fortunately the temporary permit had a clearly defined 2-year time limit. Even with a one year extension the warehouse permits expired 2 years ago but the tents are still in use.

And now, on February 28, 2014 PRMD's Subsequent Mitigated Negative Declaration claims, "No physical expansion of the existing accessory not for profit Tibetan Buddhist printing

facility is proposed.” Guess whose lawyer wrote that line? Expired permits apparently mean nothing to PRMD. Because the tents are there, they reason, it is not a change to leave them even though it triples the size of the permitted press facility. And with equal stealth they have redefined a “non-commercial” press as a “not for profit” press.

In 2008 CHRP, our community group, met with RL staff and lawyers to negotiate the downsizing of the printing operation at Ratna Ling. We argued that having all of DP located at RL was industrial land use and primary land use. We offered to give RL two years move DP and the storage tents elsewhere in lieu of filing a complaint. RL insisted, “printing was not negotiable” CHRP’s only recourse was to file a code enforcement complaint with the County which it did in February of 2010.

CHRP submitted a 300-page indexed and collated binder that took 6 months to compile. Despite the code enforcement complaint there is no record that Code Enforcement ever inspected the press facility and PRMD simply reports that the field report is “lost”. LOST? WELL DO IT OVER PRMD!

Instead of enforcing the 2004 use permit PRMD allowed RL to file for a new use permit PLP08-0021 that will legalize past violations and make the temporary warehouses permanent. This use permit will allow RL to triple the permitted size of the printing facility from 18k to 60k and, it will triple the allowable number of factory workers from 27 to over 93, and it will almost double the resident population from 67 to 123. One hundred and twenty three residents is the equivalent to 30 families one a small 120 acre RRD240 parcel.

We can identify no other RRD parcel in Sonoma County with his intensity of use not to mention a 60,000sf factory. The new permit also allows for previously unpermitted industrial warehousing, unpermitted commercial printing, unpermitted commercial manufacturing and an unpermitted Internet sales and distribution center.

In April of 2012 PMRD recommended and the Board of Zoning Adjustment approved a new use permit. CHRP immediately appealed this decision to the Sonoma County Board of Supervisors. It has been almost 2 years since we filed our appeal and now April 8, 2014 is our third hearing date.

Now is the time to regulate Ratna Ling not reward them. RL received an unprecedented use permit in 2004 based on the ridiculous comparison to being "like a non commercial lodge or club." PRMD's timidity to regulate a non-profit religious group and allow industrial land use in RRD Zoning can be remedied. RL's own egregious behavior has put their use permit in jeopardy. In such egregious cases the Board of Supervisors has the right and the obligation to enforce or rescind existing use permits.

Industrial printing and warehousing belong back in the industrial area of Berkeley where they were for 30 years. This RRD industrial use could be precedent setting for the next large scale commercial use proposed. Enforce the General Plan!

Without strong public opposition we fear that the Sonoma County Board of Supervisors will rubberstamp this new PLP08-0021 use permit. It is up to citizens to make their voices heard. We must demand that the Board of Supervisors protect the environment, enforce the General Plan and Regulate Ratna Ling.

**Bruce Johnson
31400 Seaview Road - Cazadero, CA 95421 - 707 847 3323**

Tricia Potter

From: Molly Taylor [taylor8248@sbcglobal.net]
Sent: Tuesday, March 04, 2014 5:55 PM
To: Efren Carrillo
Subject: PLP 08-0021

Dear Supervisor Efren Carrillo,

I urge you to deny the application by Ratna Ling Retreat Center and Dharma Press for **Master Use Permit Application PLP 08-0021**, seeking to continue and expand a large-scale, industrial book factory in the coastal hills of western Sonoma County.

This rural RRD zone has been reserved by the county zoning code for open space, recreation, agriculture, animal husbandry, and those industries and commercial businesses that utilize, serve, and process the products of the land. Our General Plan permits a religious retreat in this zone, but not a large-scale industrial printing factory. This printing factory is not ancillary to Ratna Ling Retreat. Dharma Press is the primary activity on the site.

Dharma Press operations require that all materials and labor be transported from large urban areas into the book factory, and then the finished products are once again transported by truck to the same urban areas. Therefore the carbon footprint of each book produced is huge, even before they are shipped to their destinations around the globe. Many of these books are delivered free of charge to India and Nepal, but many are sold commercially to the general public along with other profitable products through their website.

Dharma Press printed successfully from industrial zones in the East Bay and Berkeley for 37 years and could continue to do so, just minutes from the Port of Oakland. The printing plant in the hills above Cazadero and Timber Cove is of no benefit to Sonoma County, its residents, or its businesses and industries, as Ratna Ling and Dharma Press pay no taxes due to a religious exemption. Without paying to maintain them, they utilize public roads and other infrastructure to run their large-scale industrial operations.

Aside from the construction phase, Ratna Ling and Dharma Press provide no jobs for local residents. The printing operations are run by volunteer staff who are recruited from Ratna Ling Retreat. Ratna Ling has produced over 400,000 books annually (2011), which is quadruple the amount allowed in their 2004 Use Permit conditions. They are now requesting unlimited book production.

Sonoma County has been zoned to protect, enhance, and sustain its resources. The large-scale, industrial printing factory at Ratna Ling, currently 60,234 square feet and growing, is not compatible with this rural, agricultural area. Not to mention the impact this would have on dwindling water supplies.

No one is exempt from the law and zoning regulations. Please uphold and enforce our zoning protections by denying this application.

Sincerely,

Molly Taylor

Tricia Potter

From: Chris Poehlmann [chrispoehlmann@gmail.com]
Sent: Monday, January 20, 2014 9:31 AM
To: Efren Carrillo
Subject: Ratna Ling FOGR letter
Attachments: 2012-01-Ratna-Ling.pdf

Dear Supervisor Carrillo,

Thank you for your phone call the other day discussing various issues and in particular the Ratna Ling permit application.

I have attached a letter from Friends of the Gualala River that was submitted to PRMD. Our positions on this matter are still the same to date.

With as many conflicts evident with the County's General Plan, watershed conservation, and existing environmental statues, we feel that actions by you to ask for a full environmental CEQA review of the whole project including ALL its parts is the correct approach and the proper path for the supervisor of the district.

We urge you to take a stand and request the proper review of a precedent setting project in the county's rural landscape.

Sincerely,

Chris Poehlmann

Friends of the Gualala River



Friends of the Gualala River

An affiliate of the Redwood Coast Watersheds Alliance

P.O. Box 1543, Gualala, CA 95445 GualalaRiver.org



Cynthia Demidovich, Project Planner
Sonoma County Permit and Resource Management Department
2550 Ventura Ave.
Santa Rosa, CA 95403
cdemidov@sonoma-county.org

SUBJECT: File No. PLP08-0021, Ratna Ling Retreat Center

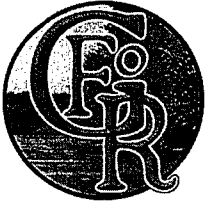
January 19, 2012

Dear Ms. Demidovich:

Friends of the Gualala River opposes approval of a new Use Permit, PLP08-0021, for Ratna Ling Retreat Center and the Dharma Press Book Publishing Facility at 35755 Hauser Bridge Road, Cazadero. No use permit application for this industrial project in a rural residential watershed of the South Fork of the Gualala River should be processed without an Environmental Impact Statement (EIR). Dharma Press is situated on land zoned Resource and Rural Development (RRD). The proposed project would authorize expansion of piecemeal, unauthorized past industrial expansion and operation of a major printing facility that is basically incompatible with RRD zoning and existing, legal, ongoing land uses including forestry, agriculture, recreation, low-density housing and the production, processing and protection of local resources.

Previously, in 2004, the printing facility at Ratna Ling (Dharma Press) was authorized by PRMD as a subordinate use of the Ratna Ling Retreat Center (UPE04-0032). The relationship is apparently reversed now, with the industrial commercial activity now proposed as the dominant land use. The Dharma Press book production facility, described as a small, religious, non-profit, one press operation, was allowed as an ancillary function of the Retreat Center- a "special case". As defined by Sonoma County Building Regulations, "an accessory (ancillary) use must be incidental to the primary use and must not significantly change the character, appearance, or operation of the principal use of the building or property." This former "special case" exception now swallows the rule with respect to zoning and land use in the current permit proposal; the industrial printing operation tail now wags the Retreat Center dog. This is unreasonable in itself, and in the absence of an EIR, this major land use change is unacceptable and would violate CEQA.

This major zoning change proposal requires an EIR and a general plan amendment because it may result in significant direct, indirect, and cumulative impacts from continued sprawl of intensive industrial land use in a RRD zone, following a pattern of unauthorized construction



Friends of the Gualala River

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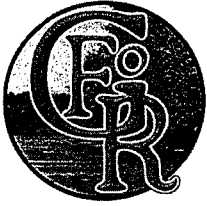


and after-the-fact permit applications for Ratna Ling's apparent history of piecemeal development.

The following potential significant impacts are not adequately mitigated, and are sufficient to trigger the preparation of an EIR:

- **Chemical spill hazards with potential runoff to tributaries of the South Fork, Gualala River, with potential significant impacts to special-status aquatic species** (steelhead, foothill yellow-legged frogs). Industrial chemical supplies for printing operations, and chemical wastes generated by industrial printing operations, would be routinely transported in increased quantities along hazardous, steep, twisting rural county roads with extremely long response times (long driving distance) from hazardous waste clean-up crew dispatch points. PLP08-0021 would increase press supply trips for a 40-ft. long tractor-trailer truck to a round trip a day all year. All raw materials are trucked in and all finished products are trucked out via a 200 mile round trip from the Bay Area.
- **Traffic impacts on rural roads** would be significantly increased due to trucking for materials deliveries and worker and service industry transportation. Many of the rural winding roads servicing this area narrow to one lane without a centerline and are maintained with ever diminishing available county road maintenance funding.
- **Increased water demand** due to construction of a new dormitory for 12 more workers and a "seasonal" campground for 24 additional workers, and increase of on-site residents from 67 to 122, may have significant indirect effects on stream baseflow and endangered salmonid habitat during critical drought years. Ratna Ling already has 11 cabins and 2 houses for workers and 20 deluxe cottages for guests approved in 2004. Increased water demand met by well use or diversions, particularly during droughts, may reduce streamflows (summer channel pool volumes, temperatures, depths) below thresholds for survival of steelhead juveniles in tributaries of the South Fork Gualala River.

PRMD should consider **off-site project alternatives** that would eliminate conflicts with existing, long-established zoning and land uses, and eliminate potential significant impacts. Location of printing operations within the urban boundary of Santa Rosa would be consistent with County General Plan zoning and land use policies, minimize long-distance rural road travel (reduce greenhouse gas emissions), keep frequent truck deliveries of hazardous materials on Caltrans-maintained roads with rapid emergency response capacity, and provide economic benefits and jobs to Sonoma County residents. Neither the applicant nor PRMD has provided any meaningful justification why an industrial printing operation should be permitted inside a religious "resort" within remote rural forested and agricultural lands, rather than in urban areas with other industries in the County with labor pools in need of employment. There is nothing about the nature of the printing enterprise that essentially requires location in a RRD lands: the



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location is apparently merely based on land ownership, and possibly the availability of "volunteer" labor supplied by the Ratna Ling religious community. It is our understanding that this facility is in large part dependent on this off-the-books volunteer labor force. These private interests should not override public interest review by PRMD. The precedent this proposal establishes for county land use planning is atrocious: it provides incentive for tax-exempt religious organizations to acquire relatively inexpensive real estate outside urban industrial areas and establish industrial operations, with after-the-fact, *ad hoc* zoning changes and piecemeal permits. And it provides incentive for Ratna Ling to continue to expand intensive development and land uses on the South Branch of the Gualala River watershed, incompatible with Sonoma County's General Plan, and contrary to the public interests protected by the General Plan.

We look forward to your response to our concerns and a continued commitment to the overall interests of the General Plan, the natural environment of the west county and to all the citizens of the larger Sonoma County.

Sincerely,

Chris Poehlmann

President, Friends of the Gualala River
poehlman@mcn.org

Tricia Potter

From: Bruce Johnson [sculptorbruce@gmail.com]
Sent: Tuesday, December 24, 2013 10:43 AM
To: Efren Carrillo; Susan Upchurch; Shirlee Zane; Michelle Whitman; Susan Gorin; Pat Gilardi; David Rabbitt; Andrea Krout; Mike McGuire; Kelly Burns; Norberg, Bob
Subject: Re: SUBJECT: File No. PLP08-0021, Ratna Ling Retreat Center, Hearing date 1 / 27/2014

Dear Sonoma County Supervisors.

Regarding Ratna Ling's industrial land use in rural Sonoma County:

PLP 08 0021 was appealed on the same day it was approved by the BZA in April of 2012. It has been 20 months that the appeal has been continued while industrial production continues as well. Yesterday we learned that the hearing was continued once again without a new hearing date or explanation. This seems highly irregular. Everything about this permit seems highly irregular. In the mean time Ratna Ling operates an industrial scale printing facility in violation of it's original 2004 use permit. Ratna Ling also continues to use 40,000 square feet of so called temporary warehouse tents with expired temporary permits that do not conform with current fire codes.

Industrial manufacturing and industrial warehousing need to be denied in rural Sonoma County. Industrial land use is industrial land use whether it is non profit or for profit use and whether it is a religious or non religious use.

Twp years is too long to wait.

Sincerely, Bruce Johnson

On Sat, Dec 21, 2013 at 9:44 PM, Bruce Johnson <sculptorbruce@gmail.com> wrote:
Dear Sonoma County Supervisors,

Please read the attached letter, considered the attached postcard and learn more at www.sonomacoastalhillsruralpreservation.org

Merry Christmas and integrity in the new year.

Sincerely, Bruce Johnson

Tricia Potter

From: Bruce Johnson [sculptorbruce@gmail.com]
Sent: Saturday, December 21, 2013 9:44 PM
To: Efren Carrillo; Susan Upchurch; Shirlee Zane; Michelle Whitman; Susan Gorin; Pat Gilardi; David Rabbitt; Andrea Krout; Mike McGuire; Kelly Burns
Subject: SUBJECT: File No. PLP08-0021, Ratna Ling Retreat Center, Hearing date 1 / 27/2014
Attachments: BOS Letter re Ratna Ling Land Use.docx; CHRP Postcard Final 2.pdf

Dear Sonoma County Supervisors,

Please read the attached letter, considered the attached postcard and learn more at www.sonomacoastalhillsruralpreservation.org

Merry Christmas and integrity in the new year.

Sincerely, Bruce Johnson

SUBJECT: File No. PLP08-0021, Ratna Ling Retreat Center, Hearing date 1 / 27/2014

December 21, 2013

Dear Sonoma County Supervisor:

Land use is the overriding issue at the upcoming January 27, 2014 BOS hearing regarding Ratna Ling and Dharma Press

Manufacturing and Warehousing is industrial land use whether it is for profit or not for profit and whether it is religious or non-religious landowner.

Industrial Land Use:

You can see from photos of the interior of Dharma Press's manufacturing facility at Ratna Ling that this is undeniably a factory. Dharma Press is a six-press facility not a one-press facility described in the 2004 use permit nor the one press facility described in the current PLP08-0021 staff report. By 2008 all of Dharma Press with new state of the art million dollar presses was moved from an industrial zone in Berkeley to Ratna Ling in violation of their 2004 RRD240 use permit.

Our coastal Resource and Rural Development area has been reserved by the county for open space, recreation, agriculture, animal husbandry, and those industries and commercial businesses that utilize, serve, and process the products of the land. Printing is an industrial activity and has no land based or agricultural based component. Ratna Ling has exceeded every major limit on its printing facility set by its 2004 use permit including the size of the printing facility, number of presses, number of books, number of workers, hours of operation, number of truck deliveries and the production of non text materials. A code violation complaint was filed but the field report was lost.

By what criteria can PRMD and the BOS assert that a 60,000 square foot manufacturing facility as it exists today at Ratna Ling is an appropriate land use for a property zoned RRD 240?

Primary Use:

In 2004 all of Dharma Publishing was located in Berkeley and Ratna Ling Retreat Center was granted one press to support religious retreat activities . The 2004 staff report reads, "To approve this Use Permit a finding must be made indicating that the printing facility is an ancillary use to the retreat facility." By 2007 all of Dharma Publishing was moved from Berkeley to Ratna Ling. According to their website at that time "The key focus of Ratna Ling is the Tibetan text preservation project." One must conclude that this press facility is no longer ancillary to the Retreat Center. In truth, the retreat center's main purpose is to house Dharma Press, Dharma Publishing and Dharma Book Store workers.

In 2008 Ratna Ling filed for a General Plan Amendment – Special Area Policy to build almost 100,000 square feet of underground warehouse caves moving 250,000 yards of soil. At \$300 per foot this would have been a \$30 million addition to a so-called ancillary use. Because of community pressure they abandoned this application but not their desire to expand.

Given their website claims about "key focus" and their obvious economic priorities such as a \$30 million dollar warehouse, by what criteria can PRMD or the BOS now make a finding that the printing facility is an ancillary use to the Retreat Center?

Unprecedented Use:

Ratna Ling's 2004 use permit allows for a Retreat Center with an ancillary 18,000 sq. ft. printing facility on a 100-acre parcel zoned RRD240. We can identify no other Sonoma County parcel of land zoned RRD 240 that allows for 67 residents and an 18,000 sq. ft. ancillary manufacturing facility. If you cannot identify such a parcel then you must conclude, as we do, that Ratna Ling's 2004 use permit is unique, exceedingly generous and unprecedented.

Ratna Ling's current use permit application will allow for a 60,000 sq. ft. industrial printing facility, 3 times the size permitted in 2004, and it will allow for almost twice as many residents, up to 120 or the equivalent of 30 families on one RRD 240 parcel. Ratna Ling's 2004 use permit was unprecedented.

By what criteria can PMRD or the BOS possibly allow such a radical expansion of unprecedented use in an RRD zone without a General Plan Amendment and an EIR?

Conclusion:

Ratna Ling received unprecedented windfall use permit in 2004. They have exceeded every limit placed on their ancillary printing facility. If a permit applicant grossly violates the terms of their use permit and a code violation complaint is filed, as it has been, the County has the right and the obligation to enforce or rescind that permit. It is time to regulate Ratna Ling not reward RL. A big box factory in rural Sonoma County defies the General Plan and RRD zoning. A big box factory in rural Sonoma County is without precedent and should remain so. Without a GPA and an EIR Ratna Ling should strictly comply with their existing 2004 use permit UPE 04-0032 or have that permit rescinded. For a one press printing facility to be considered ancillary Dharma Press, Dharma Publishing, Dharma Manufacturing, Dharma Warehousing, Dharma Book Store and Dharma Shipping and Distribution Centers must be located in appropriately zoned commercial and industrial areas other than Ratna Ling. Now is the time to regulate Ratna Ling and deny PLP08-0021. Protect rural Sonoma County. Enforce the General Plan. Deny this use permit.

Bruce Johnson
31400 Seaview Road
Cazadero, CA 95421
707- 847-3323
www.formandenergy.com

Efren.Carrillo@sonoma-county.org
Susan.Upchurch@sonoma-county.org

Shirlee.Zane@sonoma-county.org
Michelle.Whitman@sonoma-county.org

Susan.Gorin@sonoma-county.org
Pat.Gilardi@sonoma-county.org

David.Rabbitt@sonoma-county.org
Andrea.Krout@sonoma-county.org

mikemcguire@sonoma-county.org
kellyburns@sonoma-county.org

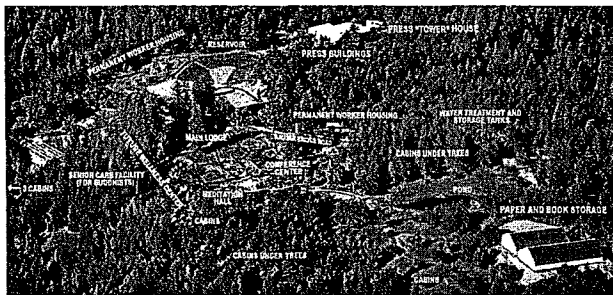


There's a printing factory hidden in our coastal hills...

Under the cover of Ratna Ling Retreat, Dharma Press moved its entire printing factory from an industrial section of Berkeley to the hills above Cazadero. Granted one press to support religious retreat activities in 2004, Dharma Press manufacturing continued to expand until it became the primary activity at the site: a **large-scale, multi-million dollar commercial industry that violates local zoning and the General Plan.** This is a land use issue that will set a precedent for all rural areas in the county. Dharma Press is now asking for a new use permit that will allow it to triple in size to over 60,000 square feet, six presses running six days a week, permanent tent warehouses that do not conform to fire-code safety standards, housing for 94 workers, and unlimited book production.

All materials and labor are transported from large urban areas to the printing factory, and the finished product again transported by 40' truck and trailer back to the same urban areas. The carbon footprint of each book produced is huge.

This coastal Resource and Rural Development area has been reserved by the county for open space, recreation, agriculture, animal husbandry, and those industries and commercial businesses that utilize, serve, and process the products of the land. Ratna Ling Retreat and Dharma Press pay no taxes, nor do they provide jobs to local residents, but they threaten our safety with highly combustible, dense-volume paper storage warehouses in a coastal forest, and burden our fragile, narrow roadways with 40-foot tractor trailers daily.

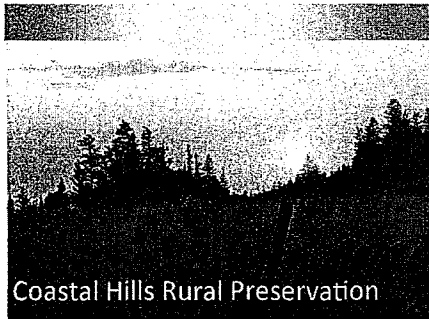


Coastal Hills Rural Preservation has appealed this use permit application. After 18 months, we have a hearing date:

Board of Supervisors' Hearing
 DENY Use Permit PLP08-0021
 Ratna Ling Retreat and Dharma Press
 Tuesday, JANUARY 28, 2014, 2 p.m.
 575 Administration Dr., Rm. 102A,
 Santa Rosa, CA 95403

Also please come to our
Community Information Meeting
 Monday, JANUARY 13, 2014, 7 p.m.
 Fort Ross School
 3600 Seaview Rd., Cazadero, CA 95421

Dharma Press Industrial Park at Ratna Ling Retreat



Coastal Hills Rural Preservation
P.O. Box 618
Gualala, CA 95445

is a group dedicated to preserving the rural quality of one of the most beautiful areas of western Sonoma County. We support our General Plan and work to ensure that these zoning protections are enforced.

We are supported by small donations. You can join our mailing list of supporters without any cost to you. We keep you informed about upcoming issues and important events. We save time, money and resources when you sign up online at

sonomacoastalhillsruralpreservation.org

The website above also gives additional information and photographic documentation on this subject along with suggestions for constructive ACTION!

Email us directly at: sonomachrp@gmail.com

Visit us on Facebook:
[facebook.com/sonoma.chrp](https://www.facebook.com/sonoma.chrp)

Tricia Potter

From: Chris Poehlmann [chrispoehlmann@mcn.org]
Sent: Wednesday, December 18, 2013 7:13 PM
To: Efen Carrillo
Subject: My Dharma Press opinion

Dear Supervisor Carrillo,

Efen, I invite you to call me on this issue. 707-886-5182

I also urge you to deny the application by Ratna Ling Retreat Center and Dharma Press for Master Use Permit Application PLP 08-0021, seeking to continue and expand a large-scale, industrial book factory in the coastal hills of western Sonoma County.

Sincerely,
All the best getting thru the brambles, you'll do it.
Chris Poehlmann
40555 Sleepy Hollow
Annapolis, Ca 95412

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:01 PM
To: William Passaretti
Subject: FW: Ratna Ling E-mails
Attachments: Ratna Ling Buddhist Retreat Center; Ratna Ling; From Argentina; We support Ratna Ling!; Support for Ratna Ling; FW: Ratna Ling Hearling - Master Use Permit; Ratna Ling Hearling - Master Use Permit; Ratna Ling; Letter in Support of Ratna Ling's Use Permit Application; Ratna Ling Retreat Center; in support of Ratna Ling Buddhist Retreat Center; a few words about Ratna Ling Retreat Center; I support full and final approval of Ratna Ling's Master Use Permit; The Experience of Ratna Ling Center and Press; Letter in support of Ratna Ling Retreat Center.msg; Ratna Ling Permit Application.msg; Letter in support of Ratna Ling; In support of Ratna Ling Buddhist Retreat Center; Invitation to speak to group Coastal Hills Rural Preservation.msg; Re: Ratna Ling; Fwd:

From: Cynthia Demidovich
Sent: April 04, 2014 1:28 PM
To: Cynthia Demidovich
Subject: FW: Ratna Ling E-mails

From: Irene Hays
Sent: Friday, April 04, 2014 11:21 AM
To: Cynthia Demidovich
Subject: Ratna Ling E-mails

Tricia Potter

From: Andra%20 [a.sandberg@comcast.net]
Sent: Tuesday, March 18, 2014 4:59 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich
Subject: Ratna Ling Bubbhist Retreat Center
Attachments: Ratna Ling Letter of support.docx

To Whom It May Concern,

March 17, 2014

My sister and I have been so fortunate to stay at Ratna Ling twice and look forward to returning next month for a personal retreat. The beautiful ambiance created at Ratna Ling is breath taking and soul nourishing. We were so grateful to find a retreat center that is within our driving comfort.

The first retreat we attended helped us set a loving intention for our life, and the second retreat assisted us in connecting with nature through meditation, yoga, and sacred mindfulness. Both of these sessions have made a powerful, beneficial, impact on our daily lives, helping us function more compassionately in this complex world. The printed materials and bound books we read at Ratna Ling provided us with an experience of deep contemplation in our exquisite cabin, with the focus on practicing relaxation and loving kindness for ourselves and others; ways of life my sister and I have been seeking.

We have visited Ratna Ling's surrounding farm where volunteer farmers grow the food to feed guests and volunteer staff, reducing its carbon footprint by needing fewer trips to the store for food, and serving only vegetarian meals. Everyone we have met at the center, from the volunteers that grow and prepare the food, to the other volunteer facility staff, all have a very firmly rooted spiritual practice of supporting the world with kindness and meaningful acts and caring for the land ecologically.

Walking and driving around the facility and surrounding area, we never saw nor heard anything that detracted from this spectacular facility and surroundings that are Ratna Ling. We value the integrity of the Ratna Ling organization, its people, and its teaching, and the reverence for the land and life that we experience there.

Sincerely,

Andra Sandberg, RN, BA, MA, BSN

Lactation Consultant & Marriage Family Therapist

To Whom It May Concern,

March 17, 2014

My sister and I have been so fortunate to stay at Ratna Ling twice and look forward to returning next month for a personal retreat. The beautiful ambiance created at Ratna Ling is breath taking and soul nourishing. We were so grateful to find a retreat center that is within our driving comfort.

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We have visited Ratna Ling's surrounding farm where volunteer farmers grow the food to feed guests and volunteer staff, reducing its carbon footprint by needing fewer trips to the store for food, and serving only vegetarian meals. Everyone we have met at the center, from the volunteers that grow and prepare the food, to the other volunteer facility staff, all have a very firmly rooted spiritual practice of supporting the world with kindness and meaningful acts and caring for the land ecologically.

Walking and driving around the facility and surrounding area, we never saw nor heard anything that detracted from this spectacular facility and surroundings that are Ratna Ling. We value the integrity of the Ratna Ling organization, its people, and its teaching, and the reverence for the land and life that we experience there.

Sincerely,

Andra Sandberg, RN, BA, MA, BSN

Lactation Consultant & Marriage Family Therapist

Tricia Potter

From: Magui Cadot [maguicadot@gmail.com]
Sent: Tuesday, March 18, 2014 4:53 PM
To: Efren Carrillo; Susan Gorin; Mike McGuire; David Rabbitt; Shirlee Zane
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: Ratna Ling

Estimados,

Este email es para hacerle saber que vengo regularmente al Centro de Retiros Ratna Ling. A veces vengo más de una vez al año, y siempre aprecio mucho mi tiempo allí.

Yo soy de Argentina, y además de las Meditaciones de Yoga Kum Nye y de las Enseñanzas tradicionales de Dharma, valoro sobre todo nuestro tiempo de práctica de trabajo .

Cada día durante los retiros, vamos al proyecto de textos tibetanos y ayudamos con la encuadernación de libros tibetanos. A veces ordenamos los libros o coloreamos sus bordes o ayudamos a llenar los bolsillos de la encuadernadora.

No puedo expresar con palabras lo importante para mí ha sido esta práctica de trabajo. Es como meditación, y estoy comprometida con los textos antiguos. También es muy valiosa porque en el aula hacemos trabajo con el cuerpo y la mente, pero no con las manos por lo que durante la práctica de trabajo puedo de hecho tocar los materiales de los textos sagrados y los ayudo en su siguiente fase del proceso. Es como que estoy corporizando los libros que estoy ayudando a encuadernar.

Por supuesto, también sé lo que ocurre con los libros, que están siendo enviados a la India y distribuidos gratuitamente a los monjes y monjas tibetanos en exilio. Conozco personas que han ido a la distribución anual y me han transmitido lo agradecidos que están las monjas, monjes y laicos al recibir estos textos antiguos.

Por favor, ten en cuenta mis palabras cuando digo que este trabajo con los textos tibetanos es muypreciado para mí, y para mí es una parte integral para el aprendizaje del Dharma y para hacer mi vida más espiritual.

Muy de a poco, pero de manera contante, estos textos de budismo tibetano adaptados a la mente occidental estan logrando una disminuci3n cada vez mas importante del sufrimiento en el mundo.

Atentamente,

Magui Cadot

Tricia Potter

From: Pilar Rodríguez [pilarrodriguez@live.com.ar]
Sent: Tuesday, March 18, 2014 4:27 PM
To: Efren Carrillo; Susan Gorin; Mike McGuire; David Rabbitt; Shirlee Zane
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: From Argentina

Estimada Señora / Estimado Señor ,

Este e-mail es para hacerle saber que he realizado retiros en el Centro de Retiros Ratna Ling y que aprecio mucho el trabajo realizado en ese lugar.

Soy de Argentina.

De mi tiempo en Ratna Ling valoro mucho las Meditaciones de Yoga Kum Nye, las Enseñanzas tradicionales de Dharma y nuestro tiempo de práctica de trabajo, la misma se realiza cada día durante los retiros, vamos al proyecto de textos tibetanos y ayudamos con la encuadernación de libros.

No puedo expresar con palabras lo importante que para mí ha sido esta práctica de trabajo. Es como meditación, y me ha permitido estar en contacto directo con textos sagrados y milenarios. Uno de los motivos que hace que esa tarea sea valiosa es que en el aula hacemos trabajo con el cuerpo y la mente, pero no con las manos por lo que durante la práctica de trabajo puedo de hecho tocar los materiales de los textos sagrados y los ayudo en su siguiente fase del proceso.

También sé lo que ocurre con los libros, que están siendo enviados a la India y distribuidos gratuitamente a los monjes y monjas tibetanos en exilio. Conozco personas que han ido a la distribución anual y me han transmitido lo agradecidos que están las monjas, monjes y laicos al recibir estos textos antiguos.

Por favor, ten en cuenta mis palabras cuando digo que este trabajo con los textos tibetanos es muy preciado para mí, y la misma es una parte integral para el aprendizaje del Dharma y para hacer mi vida más espiritual.

Atentamente,

Pilar Rodríguez

Tricia Potter

From: Kasi Sheridan [kasi@wix.com]
Sent: Tuesday, March 18, 2014 4:05 PM
To: Susan Gorin; Efren Carrillo; Mike McGuire; Shirlee Zane; David Rabbitt
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: We support Ratna Ling!

Hello County Officials,

I am writing to express my sincere concerns that Ratna Ling Retreat Center may close their operations. I have visited Ratna Ling on several occasions (one personal and two business visits). Here are my reasons to plead to keep it open:

The first visit was a personal visit and was when my husband had knee surgery and we wanted a quiet place to retreat where we were not only one with nature but there was no phones and no outside influences such as television and busy streets. It was VERY successful. We go there late and the Team there had prepared us food so that we didn't go hungry that night (felt so special) my husband was able to get around with ease (despite the surgery) and the Center was so tranquil and lovely that we felt like we were on top of the world.

Second and Third visit were with our Management Team here at Wix. Because I was so impressed by our visit I knew it would be a fantastic place for the Team to get away from all the distractions of work... and focus on work. :) Sounds crazy but it is so true. At Ratna Ling we are able to focus on issues, each other, management styles, meditation, relaxation, nature... all of these things that help to make a crazy management team successful but we never have the time to do. Because of our time at Ratna Ling we have become a better company and I know that we would not have been able to achieve the goals we have achieved were it not for their loving space and care.

We hope to continue our time there and would be so sad to hear we don't have that option anymore. They are such a loving team that has so much to offer their communities and beyond. There needs to be more places such as Ratna Ling that bring us back to center, protect unfortunate people and cultures, and let us know through love what is truly important in life.

I am available at any time if you need to discuss further - please help us in saving Ratna Ling!

Sincerely,
Kasi Sheridan



Kasi Sheridan
Operations Manager

2601 Mission Street, 3rd floor

San Francisco, CA 94110
415.562.5274, cell
415.329.4610, office
415.358.0897, conference



Tricia Potter

From: Lois [lhathway@att.net]
Sent: Tuesday, March 18, 2014 4:01 PM
To: Susan Gorin; David.Rabbit@sonoma-county.org, Shirlee.Zane@sonoma-county.org, Mike.Mcguire@sonoma-county.org, Efren.Carrillo@sonoma-county.org, Cynthia.Demidovich@sonoma-county.org; Shirlee Zane; Mike McGuire; Efren Carrillo; Cynthia Demidovich
Cc: genegretchen@yahoo.com
Subject: Support for Ratna Ling

Dear Sonoma County Leaders:

I want to let you know of my support for Ratna Ling. For the past many years, I have been in awe and appreciation of the positive influence Ratna Ling has been in Sonoma County. Within its peaceful and bucolic presence, Ratna Ling has steadfastly attended to its activities for the benefit of Tibetan Buddhism. The printing and distribution of sacred Buddhist texts is probably the only source of these materials for the displaced Tibetan Buddhists. By the giving of these sacred texts, Ratna Ling has helped assure the religious freedom of these people and has greatly contributed to the survival of their fragile culture.

Besides its work with sacred texts, Ratna Ling is a wonderful county resource by providing valuable retreats and seminars. A central part of the seminar experience for participants is the invaluable benefit of participating in the production of the sacred texts.

Sonoma County has a proud history of supporting Ratna Ling. I urge County leaders to continue to recognize and value this wonderful county treasure.

Sincerely,

Lois Hathway

Sent from my iPad

Tricia Potter

From: Mary McDowell [mary510@msn.com]
Sent: Tuesday, March 18, 2014 2:14 PM
To: Susan.Gorin@sonoma-county.org; David Rabbitt; Shirlee Zane;
MikeMcguire@sonomacounty.org; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: FW: Ratna Ling Hearling - Master Use Permit

From: mary510@msn.com
To: susan.gorin@sonoma-county.org; david.rabbitt@sonoma-county.org; shirlee.zane@sonoma-county.org;
mikemcguire@sonoma-county.org; efren.carrillo@sonoma-county.org
CC: cynthia.demidovich@sonoma-county.org; genegretchen@yahoo.com
Subject: Ratna Ling Hearling - Master Use Permit
Date: Tue, 18 Mar 2014 21:10:11 +0000

The work done at Ratna Ling is a huge benefit to the community at large. It is so important in our busy lives to have a place where we can go to experience peace and harmony with others. A place that is dedicated to enhancing a more spiritual life. Rata Ling not only shares community with those who come to retreat but also in the greater community. Classes are offered to neighbors, water and rest stops provided by Ratna Ling are counted on by cyclists visiting our beautiful West County. And so many more kindnesses are given. The printing and distribution of sacred texts are of great cultural importance to the great numbers of Tibetans forced to flee their country for religious freedom. I urge you to approve the Master Use Application of Ratna Ling.

Thank you,

Mary McDowell
760 Pinecrest Avenue
Sebastopol, CA 95472

Tricia Potter

From: Mary McDowell [mary510@msn.com]
Sent: Tuesday, March 18, 2014 2:10 PM
To: susan.Gorin@sonoma-county.ore; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: Ratna Ling Hearling - Master Use Permit

The work done at Ratna Ling is a huge benefit to the community at large. It is so important in our busy lives to have a place where we can go to experience peace and harmony with others. A place that is dedicated to enhancing a more spiritual life. Rata Ling not only shares community with those who come to retreat but also in the greater community. Classes are offered to neighbors, water and rest stops provided by Ratna Ling are counted on by cyclists visiting our beautiful West County. And so many more kindnesses are given. The printing and distribution of sacred texts are of great cultural importance to the great numbers of Tibetans forced to flee their country for religious freedom. I urge you to approve the Master Use Application of Ratna Ling.

Thank you,

Mary McDowell
760 Pinecrest Avenue
Sebastopol, CA 95472

Tricia Potter

From: John & Jennifer Dilley [docdilley@gmail.com]
Sent: Tuesday, March 18, 2014 1:55 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich
Subject: Ratna Ling

Dear Sonoma County Board of Supervisors:

Back in 2008, following a rather crippling emotional trauma in our family, my wife and I were honored to have been invited to spend a few recovery days at Ratna Ling, which was our first visit there. As I mentioned in a letter to you back in 2010, we found this such a beautiful setting for healing, and the energy of such was palpable on their holy grounds. We were also were impressed to learn more about the outreach of peace that this organization is doing locally, nationally, and worldwide. Though not practicing that particular faith ourselves, we are strongly aware of the importance of preserving the sacred manuscripts of such, and were blessed by seeing that positive global endeavor taking place in your very geographical area. We certainly trust they will be allowed to continue doing so.

Sincerely,

Dr. and Mrs. John B. Dilley
1350 NW 138th St., Suite 200
Des Moines, IA 50325

Tricia Potter

From: Morgan Wells [morewel@gmail.com]
Sent: Tuesday, March 18, 2014 1:44 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; Robin Caton
Subject: Letter in Support of Ratna Ling's Use Permit Application

3/18/2014

County of Sonoma Board of Supervisors

575 Administration Drive, Room 100A

Santa Rosa, CA 95403

Dear Sonoma County Board of Supervisors:

I am sending this message in support of Ratna Ling Retreat Center and their application for a master use permit. I have taken several retreats at Ratna Ling over the past several years, including two retreats that involved the ritual assembling and wrapping of sacred texts, in addition to Kum Nye yoga sessions and other Dharma classes. My first retreat was in 2008 and my most recent visit was in October 2013.

Sonoma County is truly blessed to be home to this sacred activity. When I first arrived at Ratna Ling, I was struck by its beauty and tranquility. Deer, rabbits, and turkeys roamed the property. The air was quiet, still, and clean. The serene atmosphere helps calm the mind and senses, and creates the perfect conditions for developing spiritual practice.

The presence of the press building in no way negatively impacts the serenity of the grounds at Ratna Ling. From the nearby cabins and cottages, from the lodge, and from nearby Hauser Bridge Road, the activity is hidden and silent. The press building is tucked away in a corner of the property. A beautiful stupa, a sacred symbol of enlightenment, stands directly outside. Prayer flags adorn everything. Inside the press building, large and wonderful depictions of the bodhisattvas adorn the walls. Religious workers quietly go about their work, creating sacred books that bring blessings to all of humanity. It was profoundly moving to be able to handle and wrap these sacred artifacts, which contain treasured teachings that can bring balance and peace to the world.

This religious activity is vital on multiple levels. On one level, the Dharma press is keeping the teachings of the Buddha alive. Many of these teachings were nearly lost forever when China invaded Tibet and intentionally and

systematically destroyed all the libraries and sacred materials they could find. Today, Buddhism is still suppressed in Tibet (now a region of China), and these teachings can only be preserved by the Tibetan refugee community and by practitioners from other cultures such as myself.

On another level, making sacred texts generates merit and blessings that bring benefit to all. Making offerings is devotional activity—a selfless act that turns the mind away from petty concerns and toward the end of suffering for all beings. Wrapping the sacred texts, I felt my deep connection to all the life on this earth, and a sense of contentment that can only come from making such profound offerings. In addition, the existence of the texts themselves as sacred objects bring blessings to this world for as long as they endure.

Ratna Ling Retreat Center is truly a very special place. Please support them and approve their application for a use permit. Thank you for your time in reading this.

Sincerely,

Morgan Elizabeth Wells
Sacramento, CA

Tricia Potter

From: Flavia Mousinho [flaviam22@gmail.com]
Sent: Tuesday, March 18, 2014 12:57 PM
To: Efren Carrillo; Susan Gorin; Mike McGuire; David Rabbitt; Shirlee Zane; Cynthia Demidovich; genegretchen@yahoo.com
Subject: Ratna Ling Retreat Center

Dear Madam/Dear Sir,

This email is to let you know that I come regularly to the Ratna Ling Retreat Center. Sometimes I come more than once a year, and I have always greatly appreciated my time there.

I am from Rio de Janeiro, Brazil and in addition to the Kum Nye, Yoga Meditations and Traditional Dharma Teachings I have valued mostly our time of work practice.

Each day we go to the Tibetan Text Project and help with the binding of Tibetan Books. Sometimes we collate, edge dye books, help filling the pockets of the binder or tip in thankas.

I cannot express in words how important for me this work practice time has been. It is like meditation, and I am engaged with ancient texts. It is also very valuable because in the classroom we do work with the body and mind, but not with the hands so during work practice I actually touch the sacred text materials and help them into their next phase of process. It is just like I am embodying the books that I help to bind.

Of course I also know what happens to the books, that they are being shipped to India and freely distributed to the Tibetan monks and nuns in exile. I have gone to the annual distribution and I know how appreciative the nuns, monks, and lay people are to receive these ancient texts.

Please hear me when I say that this work with the Tibetan texts is most precious to me, and for me it is an integral part of learning the Dharma and making my life more spiritual.

Sincerely yours,

Flavia Mousinho

Tricia Potter

From: Sylvia Gretchen [sylvia.gretchen@gmail.com]
Sent: Tuesday, March 18, 2014 12:51 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich
Subject: in support of Ratna Ling Buddhist Retreat Center

County of Sonoma Board of Supervisors
575 Administration Drive, Room 100A
Santa Rosa, CA 95403

To the Honorable Supervisors Susan Gorin, David Rabbitt
Shirlee Zane, Mike McGuire, and Efren Carrillo

March 18, 2014

Dear Supervisors,

I am writing to urge you to support Ratna Ling's application for a new Master Use Permit.

I have been to Ratna Ling often over its years of operation, sometimes to teach retreats there, and at other times to spend a few days on retreat myself.

Ratna Ling's quiet serenity creates the perfect setting for a retreat focused on meditation or Buddhist teachings. The outer silence and peaceful setting make it easy for students to discover a silent place within their minds. And Ratna Ling's focus on preserving the Tibetan wisdom tradition allows students to activate their own sense of compassionate caring, a cornerstone of all Buddhist teaching.

Every retreat that I have taught at Ratna Ling has included time for students to work on the production of sacred texts that will be given away free of charge to devoted Buddhist practitioners in Asia. I hear again and again from students how important this activity is for them. They describe how the work opens their hearts to a larger sense of community and a deeper commitment to what is sacred and good. They also say that the religious atmosphere of the Press makes the work they do feel like a 'meditation in action' and that it helps them integrate whatever teachings we have been studying. I consider work at the Press to be an essential component of retreats at Ratna Ling.

I have also witnessed first-hand the appreciation and reverence with which these sacred texts are received by the Tibetan community in India and the Himalayan regions. Their expressions of heartfelt gratitude upon receiving the texts are deeply moving. The Tibetan people lost their sacred written tradition, and now it is being restored to them. The books from Ratna Ling are treasured now, and they will be treasured for generations to come. They are made possible by the generosity of each person who has had a hand in their creation, and by the openness of Sonoma County in allowing a place like Ratna Ling to flourish.

The sacred texts from Ratna Ling represent over 2,500 years of collected wisdom on myriad topics that include meditation, philosophy, psychology, medicine, and ritual science. Only a tiny proportion of these texts have been translated into any Western language and it is crucial to bring these sacred writings to those who can read them so that the living lineage of realization will not be lost.

Restoring the texts to the Tibetan people benefits us in the West as well, both now and in the future. More Tibetans are learning English and they will be able to undertake the arduous task of bringing this body of ancient wisdom to the modern world, translating these texts and passing their knowledge on to us. This knowledge is a perfect complement to the materially oriented scientific knowledge that we now emphasize, for it offers remarkable insights into virtually every aspect of our own humanity--our human knowledge and endeavor.

The work undertaken by Ratna Ling volunteers is itself an expression of the teachings in the texts, which emphasize altruistic service. According to Tibetan Buddhist teachings, we reach enlightenment by means of both wisdom and merit. Merit is gained through undertaking actions that benefit others, with the greatest merit arising from giving the gift of wisdom. The sacred texts are such a gift, offered freely to those who can learn from them and pass this learning on.

Ratna Ling's reputation as the home of the Tibetan text preservation project has served as a magnet drawing people to Sonoma County. People come from throughout the world to Ratna Ling to attend a retreat and volunteer with the sacred texts. Afterwards, many tour the coast and inland areas of the county. While Ratna Ling is the reason for their travels, it is often not their exclusive destination.

At Ratna Ling the peaceful beauty of nature merges with the compassionate beauty of the human spirit. Through your support, it will continue to thrive, benefiting all, both near and far away.

I thank you for considering these matters and for your open-mindedness and commitment to protecting the beauty of Sonoma County and fostering its prosperity.

Sincerely,

Sylvia Gretchen
Director
Nyingma Institute
Berkeley, California

Tricia Potter

From: Elske van de Hulst [evdhulst@xs4all.nl]
Sent: Tuesday, March 18, 2014 11:23 AM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: a few words about Ratna Ling Retreat Center

Dear persons in charge,
Dear supervisors

Please listen to this message from Amsterdam, thank you

I have been to Ratna Ling Retreat Center in your beautiful Sonoma countryside for several times and thoroughly enjoyed that.

People that run it are honest, straightforward, kind, caring and reliable.

Not like many other more commercial enterprises that offer retreats or wellness.

I hope to return there many more times.

It is my strong conviction that the Buddhist teachings give them the strength to work as hard and as selflessly as they do.

The Dharma Press is like a beating heart to the property and i've spent many hours workpractice helping to print these priceless authentic teachings

These precious teachings might be completely lost after Chinese military invasion inTibet if initiatives like Yeshe De Text Preservation had not existed and persevered.

The wisdom of the texts and the selfless volunteer labor on the printing unites people from all walks of life in a way i've never seen equalled anywhere else.

The work on the books as part of our retreat teaches us to embrace our humanity and to really care about all others.

I do not know exactly what is happening but please take care that this precious work can continue and can be part of my retreat again when i cross the Atlantic Ocean to be there for my next retreat. (Planning to come this summer, if all goes well)

Thanks so much for listening

Kind Regards

Elske van de Hulst
Studio Elf

ELF offers:

two spacious comfortable apartments with private kitchen, shower, toilet, internetacces in Jordaan Area, Amsterdam's most characteristisch, cosy and popular neighbourhood.

Three minutes from Anne Frank House, your temporary home away from home!

Tweede Boombdwaarsstraat 11

1015LJ Amsterdam

**31 620411959
evdhulst@xs4all.nl

Tricia Potter

From: lis.gladstone@comcast.net
Sent: Tuesday, March 18, 2014 10:15 AM
To: Efren Carrillo; Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire
Cc: Cynthia Demidovich; Gene Gretchen
Subject: I support full and final approval of Ratna Ling's Master Use Permit

Dear Supervisors,

I am a resident of The Sea Ranch, and have been lucky enough to attend classes at the Ratna Ling Retreat center. I have met many of the volunteers, who are dedicated to preserving Buddhist teachings by printing sacred texts for free distribution in many countries.

All the volunteers I have met display respect and sincerity in their communication and work and I am happy they are in my neighborhood. Before moving to The Sea Ranch, I lived and raised a son on Seaview Road for 10 years.

Ratna Ling has made generous contributions to the community such as a fire truck and outfitting an emergency vehicle. They have also provided support to the Fort Ross Foundation.

On balance I believe Ratna Ling to be an excellent asset to this community. I urge you to approve the Master Use Permit without modification.

Sincerely,
Elisabeth Gladstone
PO Box 146
Stewarts Point
Ca 95480

Tricia Potter

From: Cecilia Schall [ceschall@yahoo.com]
Sent: Tuesday, March 18, 2014 10:01 AM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: The Experience of Ratna Ling Center and Press

Dear Sonoma County Officials,

Awash in beauty, deeply relaxed, refreshed and renewed--this is how I feel after a retreat at Ratna Ling. Everything about it is healing to the harried modern spirit. Deer, quail, rabbits, turkeys, all the animals surround you there, outside the window, down the canyon, beside the path, in the nearby trees. The deep quiet is a balm to the ears, and the dark night a relief for the eyes.

But the most profound, meaningful and moving experience at Ratna Ling is the opportunity to assist the persecuted and beleaguered Tibetan people in exile. Abused, marginalized, harassed, imprisoned and murdered in their own land, at any sign that they are practicing their own Buddhist faith, it falls to those in exile to maintain their religious culture and freedom. The central guides to their practice are their precious, sacred books. Most of these were destroyed, along with their monasteries and learned elders throughout Tibet, but those that were smuggled out are being systematically reproduced at the Ratna Ling press, and shipped and dispensed at no cost to Tibetan monks, nuns and lay practitioners in exile throughout Asia, as well as to fully stock Buddhist monasteries around the globe.

So the Ratna Ling press, unique in the world, has the mission to empower Tibetans to maintain the full authenticity and collected wisdom of their culture, by supplying them for free with what they have long valued as their most precious possessions--their sacred books. And when you help to assemble and wrap these books in their brightly colored satin cloths, you help a unique, good-hearted people living hard lives in exile, to keep alive for posterity one of the world's increasingly rare, ancient wisdom-traditions. Joy! Such deeply meaningful activity can be hard to contact in modern life, but it is available at Ratna Ling.

Thanks,
Cecilia Schall
Ratna Ling Retreatant

Tricia Potter

From: Shan Magnuson [npeace@sonic.net]
Sent: Tuesday, March 18, 2014 9:49 AM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo; Cynthia Demidovich
Cc: genegretchen@yahoo.com; jdulberg@comcast.net
Subject: Letter in support of Ratna Ling Retreat Center

From:
Shan Magnuson
915 Carr Ave.
Santa Rosa, CA 95404

March 18, 2014

To:
County of Sonoma Board of Supervisors
575 Administration Drive, Room 100A
Santa Rosa, CA 95403

Dear Supervisors Gorin,Rabbitt, Zane, McGuire and Carrillo,

Thank you for your review of the Master Use Permit application for the Ratna Ling Buddhist Retreat Center. I am writing to urge you to approve the permit. I have benefited from attending a retreat at the retreat center and would love to see more individuals and groups benefit from this beautiful, peaceful, sustainable, and well cared for center. I hope to see it continue to thrive and to continue providing our community with its tranquil and beautiful setting for retreats, classes and Buddhist teachings. I understand that the retreat center also includes work at the religious press, and appreciate the cultural importance of saving the Tibetan Buddhist sacred texts, given the Chinese destruction of thousands of monasteries and libraries. This printing and distribution work preserves and spreads the Dharma. It is internationally recognized and brings positive recognition to Sonoma County.

Thank you for your support of this beautiful and peaceful retreat center which is a valuable addition to Sonoma County's cultural and natural assets.

Sincerely,

Shan Magnuson

Tricia Potter

From: Jonathan Swinchatt [swin36@cox.net]
Sent: Tuesday, March 18, 2014 9:46 AM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: Ratna Ling Permit Application

To: Sonoma County Board of Supervisors

Re: Master Use Permit application of the Ratna Ling Buddhist Retreat Center

This letter is in full support of the application cited above.

The importance of the cultural preservation work being undertaken at Ratna Ling cannot be overstated. Our world is increasingly driven by electronic technology, a trend that motivates for ever greater cultural uniformity. In particular, this path tends to negate, subtly and insidiously, much of the learning embodied in the world's 'wisdom traditions'. The Tibetan culture is one of our most prominent examples of such learning, significantly because of the exodus from Tibet following the Chinese invasion of 1959, the subsequent spread of centers of Tibetan culture throughout the world, and the influence of the Dalai Lama as a world spokesman for peace and diplomacy. Unfortunately, during the exodus, and subsequent destruction of monasteries in Tibet, many thousands of texts were lost. Of those that have been preserved, few copies were originally available. Over the past 30 years, Tarthang Tulku Rinpoche has supervised the printing of over 3 million copies of these texts and has distributed them broadly to monks in Asia, enabling the passing on of learning accumulated over millennia to new generations of students. This work, taking place at Ratna Ling, has been recognized and honored throughout the world—any interruption in the flow of this material would be a serious blow to the world community.

I urge you to approve the application.

Sincerely,

Jonathan Swinchatt

Jonathan Swinchatt
EarthVision, Inc.
52 Cook Hill Road
Cheshire, CT 06410
Ph. 203 250-9311
Cell 203 915 9529

Tricia Potter

From: Ralph McFall [ralphmcf@gmail.com]
Sent: Tuesday, March 18, 2014 9:06 AM
To: Efren Carrillo; Susan Gorin; Mike McGuire; David Rabbitt; Shirlee Zane
Cc: Cynthia Demidovich; Gene Gretchen
Subject: Letter in support of Ratna Ling

March 17, 2014

Dear County Supervisor,

My name is Ralph McFall and I have lived at 33755 Tin Barn Road, Cazadero for the past 15 years. I am writing to you in support of Ratna Ling Retreat Center, where I presently do volunteer work in the pressroom.

Ratna Ling is a precious, beautiful environment that brings natural beauty and spiritually significant activity together. Having worked there for several years, I can attest that it is a clean, quiet, healing environment enjoyed by many retreat visitors.

I personally am grateful to be able to do our meaningful presswork in such an environment. I have devoted 34 years of my life to making the riches of the Buddhist tradition available to others. Printing sacred texts at Ratna Ling is probably the most significant thing I have done.

For background, the worlds first known printed book was a Buddhist text, in 8th century China. The sponsor of that book noted that it was for free distribution and for the purpose of creating merit (positive energy for all beings). Today so many centuries later, our intention and our results are the same, only the printing method has changed.

The sacred nature of the press environment is readily visible in the deer and wheel of the dharma symbol atop the building. This symbol is reserved for temples, monasteries and sacred text printing establishments (parkhang).

Retreat visitors to Ratna Ling often help in the bindery and I see their joy in doing so, how open they are to guidance in how to handle and respect these sacred texts.

I only see benefit coming from all the activities at Ratna Ling; there is no harm to any person or to the environment in the slightest way. I wholeheartedly support Ratna Ling in the matter before you.

Sincerely,

Ralph McFall

Tricia Potter

From: Pauline Yu [paulinepingyu@gmail.com]
Sent: Tuesday, March 18, 2014 8:51 AM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo; Cynthia Demidovich
Subject: In support of Ratna Ling Buddhist Retreat Center

To Whom It May Concern:

I'm writing to express my appreciation for and support of the projects at Ratna Ling Retreat Center.

The text production project is wonderful because it calls forth the participation of many people for an altruistic end. It offers the opportunity for religiously motivated work in a setting that amplifies qualities of peace and well being in a way that is quite special.

As someone who has attended short retreats at Ratna Ling and worked at the press there during these retreats, I can attest that it is a unique opportunity, that the beautiful natural setting of the retreat center is part of the appeal, and that working in this way is a wonderful way to cultivate one's intentions of generosity and generate awareness.

Given historical events and the present situation, Tibet's Buddhist culture has been and is at risk. This project is an amazing, non-political and peaceful response to support and sustain the continuation of this tradition, by sending Tibetan sacred texts free of charge to the Himalayan region, so that practitioners can preserve and pass on teachings integral to their way of being to the next generation.

This is a very positive, worthwhile project to host in Sonoma County with an international and humanitarian impact, and one that I would like to see continue and flourish.

With best regards,

Pauline Yu

Tricia Potter

From: Kay Barnes [kay@virtuousgeek.org]
Sent: Tuesday, March 18, 2014 7:46 AM
To: Efren Carrillo
Cc: Susan Upchurch
Subject: Invitation to speak to group: Coastal Hills Rural Preservation

Dear Supervisor Carrillo

The Coastal Hills Rural Preservation group is sponsoring a Community Meeting about the upcoming Ratna Ling appeal. We will meet at Fort Ross School on Friday, March 28 - 6:30 PM. Food will be served. We hope you will join us to discuss this important issue.

Thank you,
Kay Barnes for CHRP
707-486-9123

Fort Ross School
30600 Seaview Road
Cazadero CA 95421

Tricia Potter

From: Deb Black [deb.black@gmail.com]
Sent: Tuesday, March 18, 2014 6:35 AM
To: Cynthia Demidovich; Shirlee Zane
Cc: Efren Carrillo; Mike McGuire; David Rabbitt
Subject: Re: Ratna Ling

Hard to believe there would be problems from neighbors! Here is what Yelp thinks of Ratna Ling Retreat Center

<http://www.yelp.com/biz/ratna-ling-retreat-center-cazadero-2>

I don't think I've ever seen such glowing reviews on Yelp!

Tricia Potter

From: Joan Stead [joan.stead@gmail.com]
Sent: Tuesday, March 18, 2014 3:40 AM
To: Susorin@sonoma-county.org; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich
Subject: Fwd:

17 March 2014

Dear Supervisors

Re: Master Use Permit – Ratna Ling Buddhist Retreat Centre

I am writing to express my support for Ratna Ling Retreat Centre and the important work they do both in reproducing sacred texts for distribution to exiled Tibetans and providing a centre of excellence for visiting retreatants.

In February 2012, I had the opportunity to work as a volunteer for a short time at Ratna Ling. Although engaged in activities other than work on the production of sacred texts, during my time at the Centre I did not hear any noise from the printing presses from any place on the site. I did, however, experience a deep peace and serenity and encountered many dedicated volunteers who were striving to achieve and maintain the peaceful environment. In November 2013, I was fortunate to re-visit Ratna Ling and my initial impressions of the Centre were re-confirmed.

As well as being a place of beauty whose presence enhances the surrounding area, the Centre produces sacred Tibetan texts which is a spiritual practice traditionally carried out within Tibetan Buddhist communities. At a time when the faith and culture of Tibetan people are under relentless attack from China the importance of saving and distributing these texts is paramount.

I am very concerned to hear that Ratna Ling's Use Permit is being opposed and sincerely hope the County continues to support the work at Ratna Ling and approves their Master Use Permit.

Yours sincerely

Joan Stead

Apart Hotel Medite A307

Str Polenica Banski Pat 2

Sandanski 2800

Bulgaria

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:03 PM
To: William Passaretti; 'twallis@cfk.com'; 'tdurler@cfk.com'
Subject: FW: Ratna Ling print plant- Sierra Club Comment
Attachments: SClub Ltr 2014-04-04 Bd-Sups Ratna Ling.doc


From: Efren Carrillo
Sent: April 04, 2014 3:31 PM
To: Cynthia Demidovich
Subject: FW: Ratna Ling print plant- Sierra Club Comment

Best regards,

Susan Upchurch
District Director for
Supervisor Efren Carrillo
Fifth District Representative
County of Sonoma
575 Administration Drive Room 100a
Santa Rosa, CA 95403

phone: 707-565-2241
fax: 707-565-3778
e-mail: Susan.Upchurch@Sonoma-County.org

County of Sonoma on the web: <http://www.sonoma-county.org/>

 Please consider the environment before printing this e-mail



From: Daniel Kerbein [<mailto:dkerbein@sonic.net>]
Sent: Friday, April 04, 2014 12:18 PM
To: David Rabbitt
Cc: gorins@sonic.net; Efren Carrillo; Shirlee Zane; Mike McGuire
Subject: Ratna Ling print plant- Sierra Club Comment

Good afternoon Supervisor Rabbitt - Attached is a letter to the Supervisors, from the Sierra Club Sonoma Group, giving you our comments and recommendations as they pertain to the request by Ratna Ling to approve

a large commercial printing operation in our coastal habitat zone.

We understand this request may be voted on at your meeting this Tuesday, April 8.

Please include in your public comment documents. The content of the attached letter is also displayed below.

Thank you - Dan Kerbein, Chair
Sierra Club Sonoma Group

RE: Ratna Ling Retreat Center and Dharma Press

The Sierra Club Sonoma Group is very concerned about the significant proposed expansion of the Ratna Ling retreat and industrial printing facility in the coastal hills near Cazadero without the benefit of an Environmental Impact Report.

Environmental impacts from this project may include the following: a doubling of overnight population and supporting infrastructure on the site; heavy traffic on narrow coastal access roadways, increased greenhouse gas emissions, pollution from high-volume printing operations, damages to the watershed from grading, increased runoff from impermeable surfaces, and increased groundwater pumping. These factors in Zone RRD B6 240 acres clearly require an EIR to evaluate the current and future impacts of the development.

Truck volume also raises the issue of road safety. The applicant relies on the premise that if the project continues with a constant flow of trucks that no new impacts will occur. This ignores the County decision to defer road maintenance/repair on most rural roads, and the likelihood that "Heritage Road" status may be appropriate in this part of the County. Essentially defunded critical infrastructure in the rural areas that are key lifelines for the coastal communities leaves the roads increasingly vulnerable to higher volumes of traffic, especially trucks. Defunding and the resulting road degradation is a legitimate cumulative impact under CEQA that needs to be considered. The cumulative impact needs to be mitigated. The proposal for an annual limit on truck traffic, makes it impossible to analyze daily traffic, or seasonal increases and associated impacts. Daily or weekly limits would make possible actual traffic impact analysis.

We are also concerned that the project's scope is not appropriate in a Rural and Resource Development (RRD) zone. Such zoning is to "to provide protection of lands needed for commercial timber production, geothermal production, aggregate resources production; lands needed for protection of watershed, fish and wildlife habitat, biotic resources, and for agricultural production activities that are not subject to all of the policies contained in the agricultural resources element of the general plan. The Resources and Rural Development district is also intended to allow very low density residential development and recreational and visitor-serving uses where compatible with resource use and available public services."

In Chapter 26 of Sonoma County Zoning Regulations, Article 10, RRD, Section 26-10-020, Uses with a Use Permit (w) Policy LU-6e requires places of religious worship, at a minimum, to comply with ALL criteria (see 1, 6, 8 and 9), which this proposal cannot do.

While a modest sized retreat center may be compatible with RRD zoning, the enlarged Dharma Press factory is industrial/commercial and should be located in an compatible zone as it was when it was established at its previous site in Berkeley, California. While regulations cannot unreasonably burden a religious practice, churches are not exempt from zoning requirements.

Before approving this request, it would be prudent to assess other RRD Zoned lands to determine the impact of this type and intensity of use across the county, were it allowed.

The printing facilities and art object production areas are not "incidental, secondary or subordinate" by any criteria. Storage, printing facilities, art production areas, and housing for non-agricultural workers vastly exceed other space uses. Since the texts printed are not sold, there can be no measure of economic proportion to other uses.

Health and safety issues have not been adequately addressed. In addition to the use of printing chemicals, or the impacts of truck emissions, impacts associated with fire hazards must be considered. The local Volunteer Fire Dept. has stated that they do not have the capacity or equipment to fight a fire of the scale and type associated with large printing operation and text storage. A fire of this type in this location in any season would potentially endanger the residents, neighbors and forests. In a drought condition where grasses are more fire susceptible, a fire could create a disaster far worse than the historic Cazadero Hills fire.

The BZA approval 18 months ago was of a project proposal that has been expanded to such an extent that a supplemental environmental assessment was required. The project should, at a minimum, be sent back to the BZA for review of the current March 2013 proposed project.

This project has clearly outgrown its former Use Permit. Such growth without a permit matching the actual uses on the site should not have been allowed. An EIR is needed at this point to analyze whether such an industrial project can be permitted in an RRD zone. The Zoning is inappropriate for this use, the project is not consistent with the General Plan or Policy LU-6e, the use sets a precedent that is not analyzed in other RRD areas, the scale is incompatible with RRD allowed densities, a baseline has not been established due to unpermitted incremental increases in uses over many years, and impacts cannot be demonstrated to be reduced to less than significant.

This project has clearly outgrown its former use permit. An EIR is needed at this point to analyze whether a project of this size and industrial use should be permitted in an RRD zone.

Yours sincerely,

Dan Kerbein, Chair

Sierra Club Sonoma Group



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CLUB

FOUNDED 1892

Sonoma Group, Redwood Chapter
55A Ridgway Avenue, Santa Rosa, CA
P.O. Box 466, Santa Rosa CA 95402
(707) 544-7651
Fax (707) 544-9861
<http://redwood.sierraclub.org/sonoma>

April 4, 2014

David Rabbitt, Chair
Sonoma County Board of Supervisors
575 Administration Drive, Room 100 A
Santa Rosa, CA 95403

RE: Ratna Ling Retreat Center and Dharma Press

The Sierra Club Sonoma Group is very concerned about the significant proposed expansion of the Ratna Ling retreat and industrial printing facility in the coastal hills near Cazadero without the benefit of an Environmental Impact Report.

Environmental impacts from this project may include the following: a doubling of overnight population and supporting infrastructure on the site; heavy traffic on narrow coastal access roadways, increased greenhouse gas emissions, pollution from high-volume printing operations, damages to the watershed from grading, increased runoff from impermeable surfaces, and increased groundwater pumping. These factors in Zone RRD B6 240 acres clearly require an EIR to evaluate the current and future impacts of the development.

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This project has clearly outgrown its former use permit. An EIR is needed at this point to analyze whether a project of this size and industrial use should be permitted in an RRD zone.

Yours sincerely,

Dan Kerbein, Chair
Sierra Club Sonoma Group

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:07 PM
To: William Passaretti
Subject: FW: Regarding April 8 Vote for Ratna Ling

From: USJoDan@aol.com [<mailto:USJoDan@aol.com>]
Sent: April 04, 2014 3:48 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: Regarding April 8 Vote for Ratna Ling

Dear Sonoma County Supervisors,

I am writing to urge you to support Ratna Ling's activities. These are good people doing good things. They should not only continue, but should expand.

I want to let you know how widespread the support for Ratna Ling is. I am not a Buddhist, but I admire their work and the people who are there. We need more places like Ratna Ling in the world. Please support them.

I have dear friends of my family that are active members of the Buddhist faith. They have always been great contributors to any community they have been associated with. They and their works as Buddhist's and citizens, give us the hope of living in a more peaceful world.

Although I have not yet had the opportunity to go to Ratna Ling, I have heard of the place and what it does. Their altruistic work and dedication to the principles to peace, wisdom, and non-harming are inspiring. Please consider all the benefits that come through Ratna Ling on the local, national, and international level and vote in their favor on April 8.

Thank you all for listening to my request,

Jo Ann Edward

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:08 PM
To: William Passaretti; Tennis Wick; 'twallis@cfk.com'; 'tdurler@cfk.com'
Subject: FW: SCCA Comments on Ratna Ling Application for April 8, 2014 BoS Hearing
Attachments: SCCA Comment Letter BoS_4.4.14_Ratna Ling.pdf


From: Efren Carrillo
Sent: April 04, 2014 3:54 PM
To: Cynthia Demidovich
Subject: FW: SCCA Comments on Ratna Ling Application for April 8, 2014 BoS Hearing

Best regards,

Susan Upchurch
District Director for
Supervisor Efren Carrillo
Fifth District Representative
County of Sonoma
575 Administration Drive Room 100a
Santa Rosa, CA 95403

phone: 707-565-2241
fax: 707-565-3778
e-mail: Susan.Upchurch@Sonoma-County.org

County of Sonoma on the web: <http://www.sonoma-county.org/>

 Please consider the environment before printing this e-mail



From: Dennis Rosatti [<mailto:denny@conservationaction.org>]
Sent: Friday, April 04, 2014 3:45 PM
To: David Rabbitt; Efren Carrillo; Shirlee Zane; Mike McGuire; Susan Gorin
Cc: Michelle Whitman; Susan Upchurch; Andrea Krout; Kelly Burns; Pat Gilardi; Bill Kortum
Subject: SCCA Comments on Ratna Ling Application for April 8, 2014 BoS Hearing

Hello Sonoma County Board of Supervisors,

Please find attached a comment letter from Sonoma County Conservation Action, signed by Bill Kortum, Board President Emeritus, on the pending hearing RE: Ratna Ling Retreat Center and Dharma Press.

Thank you for your consideration of our comments.

Sincerely,

Dennis Rosatti
Executive Director



540 Pacific Avenue, Santa Rosa, CA 95404
scca@ConservationAction.org

Phone: (707) 571-8566 · Fax: (707) 571-1678
www.ConservationAction.org

April 4, 2014

Board of Directors

Bill Kortum, Pres. Emer.
Una Glass, President
David Keller, Chair
Meg McCollister
Jane Neilson
Margarett Pennington
Ed Sheffield
Janis Watkins

Executive Director

Dennis Rosatti

Office Manager

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Kate Fraga

Field Organizers

Genevieve Perdue

Trevor Dobbins

Peter Hammer

Will Dumont

Mark Maldonado

Phone Manager

David Petritz

Phone Organizers

Kadin Cordova

David Rabbitt, Chair
Sonoma County Board of Supervisors
575 Administration Drive, Room 100 A
Santa Rosa, CA 95403

RE: Ratna Ling Retreat Center and Dharma Press

Dear Sonoma County Board of Supervisors,

The industrial expansion of the Ratna Ling printing operation with the increase in heavy truck traffic will initiate an inevitable challenge to our present road system in the Northwestern region of Sonoma County.

Widening and improving will stimulate further industrial commercial and housing activity, all of which change the rural and forested character of the Northwest region. Using road capacity to control coastal development on our ocean front, the California Coastal Commission ruled that the Coastal Highway could not be enlarged to four lanes and at the same time reduced the number of Sea Ranch lots from 5500 to 2500 to accommodate the more limited road capacity.

The region has many miles of "Heritage Roads", vulnerable to the inevitable demands for road improvement started by this initial truck dependent industrial activity.

The County has a powerful tool of using inadequate road capacity to deny the permit and to at least wait until a Heritage Road policy can be developed by the Road Department and PRMD.

I understand that the original permit did not allow for this kind of industrial capacity. But now that this activity is illegally here, the Board would be setting an undesirable precedent for the whole northwest corner by this expansion of industrial activity illegally present at this time.

A county with a national reputation for respecting its open space should be able to protect this huge corner in its natural state. Possible, of course, by addressing the capacity of its present road system.

Fresh from an environmental victory of enormous proportions in our Northwest district, the County witnessed the demise of Preservation Ranch. The precedent of saving the Northwest corner of Sonoma County from grape growing and, one hopes, from misplaced industrial and commercial activity, the Ratna Ling book manufacturing is an unneeded industrial foot in the door to change the character of this Sonoma County asset.

Sincerely,

Bill Kortum
Board President Emeritus

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:10 PM
To: William Passaretti
Subject: FW: American Red Cross support for Ratna Ling

From: Gene Gretchen [<mailto:genegretchen@yahoo.com>]
Sent: April 05, 2014 4:57 PM
To: Cynthia Demidovich
Subject: Fw: American Red Cross support for Ratna Ling

----- Forwarded Message -----

From: Daniel Albers <dana@ratnaling.org>
To: Gene Gretchen <genegretchen@yahoo.com>
Cc: dana@ratnaling.org
Sent: Thursday, April 3, 2014 2:14 PM
Subject: American Red Cross support for Ratna Ling



**American
Red Cross**

Sonoma, Mendocino
Counties Chapter
5297 Aero Drive
Santa Rosa, CA 95405
Tel (707) 577-7600
Fax (707) 577-7621
www.arccsm.org

March 31, 2014

Gene Gretchen
Director
Ratna Ling Retreat Center
35755 Hauser Bridge Road,
Cazadero, CA 95421

Dear Mr. Gretchen:

As the Regional Executive Officer for the American Red Cross, I wanted to reach out and thank you and the members of Ratna Ling for your continued partnership in helping to make sure our community is prepared to care for each other during times of emergency. Your commitment is inspiring and well appreciated by those of us who focus on this every day.

The recent tragic mudslide in Washington (we have sent six of our local disaster workers to assist on the response), earthquake in Los Angeles and storms in the Philippines continue to teach us that we can never be too prepared. And that only through mobilizing the community we are able to truly care for each other in times of need.

Our upcoming drill is an example of this partnership and we very much appreciate working side by side with you on this effort.

Please thank all your members and leadership on my behalf and let me know if there is anything else we can do in our mutual effort to keep our community safe and well.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Miller".

Tim Miller
Regional Chief Executive
American Red Cross

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:10 PM
To: William Passaretti
Subject: FW: Letter in support of Ratna Ling
Attachments: Letter of Support for Ratna Ling.docx

-----Original Message-----

From: Clayton Cameron [<mailto:ccameron@meca.edu>]
Sent: April 05, 2014 6:38 PM
To: Susan Gorin
Subject: Letter in support of Ratna Ling

Hello!

I am a former resident volunteer at the Ratna Ling retreat center, and have attached a letter of support for the facility its work. I hope that you'll give it and other such letters due consideration; the facility does remarkable work and provides an amazing opportunity for its volunteers.

Thank you!
-Clayton Cameron

To Whom It May Concern:

I am writing in support of the Ratna Ling Retreat Center, where I spent several months in late 2009. Having spent a total of three years working and studying in the Nyingma organizations, the months at Ratna Ling remain some of the most memorable, having been some of the most transformative.

The environment up on the ridge is, as you know, one of remarkable beauty and deep solitude – even in a situation such as Ratna Ling, which within its borders tends to busyness and intensity. The volunteers who live and work there have chosen to push themselves; it is a life of minimal distraction and constant engagement. People learn things they did not think possible, be it the operation of industrial machinery or the practice of contemplation. For myself and others I've kept in touch with, the depth of learning and maturation that takes place at Ratna Ling continues to be surprising and inspiring, informing every subsequent decision in life and work. Our experience there has made us better citizens.

The work itself is also singular. Ratna Ling's production site is dedicated to the preservation and reproduction of Tibetan Buddhist literature, much of which was destroyed during the late 1950s. "Buddhism," including its colorful Tibetan form, is easily seen in American culture these days, yet fewer than 2% of Tibetan Buddhist writings have been translated into Western languages. The preservation project centered at Ratna Ling has made significant headway in making these writings available, particularly to native audiences in Asia who may never have encountered them before. It has been recognized by UNESCO and is the largest text-preservation project in human history.

I know, even from my brief time in residence there, that there have been tensions between Ratna Ling and surrounding residents along the ridge. I do not know specific details of these tensions. But I can attest to the remarkable work being done at Ratna Ling, on scales large and small: work that helps continue a profound body of human knowledge in danger of total loss, and work that transforms those doing it into capable, mature and responsible human beings.

Thank you,

Clayton Cameron

Burlington, Vermont

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:10 PM
To: William Passaretti
Subject: FW: URGE DENIAL OF APPLICATION BY RATNA LING AND DHARMA PRESS FOR MASTER USE PERMIT

From: Susan Upchurch
Sent: April 06, 2014 7:18 AM
To: Efren Carrillo; Cynthia Demidovich
Subject: Fwd: URGE DENIAL OF APPLICATION BY RATNA LING AND DHARMA PRESS FOR MASTER USE PERMIT

Sent from my iPad

Begin forwarded message:

From: Bob Higham <johnbob@sonic.net>
Date: April 5, 2014 at 6:30:50 PM PDT
To: Efren Carrillo <Susan.Upchurch@sonoma-county.org>
Subject: URGE DENIAL OF APPLICATION BY RATNA LING AND DHARMA PRESS FOR MASTER USE PERMIT

Dear Supervisor Carrillo,

We write in reference to, and protesting, the Ratna Ling Retreat Center and Dharma Press which has clearly thumbed its nose at county zoning, the legitimate concerns of local residents, and bloated to 60,000 sq. ft. beyond its' use permit, requiring an EIR before final determination.

The unpermitted expansion of a Seaview Ridge retreat into an industrial printing facility by Buddhists, whose tenets include care for nature and fellow man, is confounding. How can a religious organization justify years of unlawfully constructing huge buildings, turning a natural RRD parcel into an industrial site that belongs next to shipping, bulldozing ahead without attention to the legitimate concerns of long-time neighbors who haven't Ratna Ling's deep pockets to hire Sonoma County's most successful lawyers and planners? Seaview residents are at a disabling disadvantage and deserve justice from you to level the field.

Only our Supervisors can make this right. Require an EIR.

A RRD zone that allows very low density residential development and recreational uses is no place for industry.

The General Plan requires places of religious worship to comply with all criteria, which the Buddhists have not done and this proposal cannot do.

Additional pressing issues are:

bringing more than 100 workers to the ridge, none of them local, contributing nothing to the coastal community;

pumping out ground-water in a water-poor area;

doubling overnight population and service infrastructure;

a constant flow of heavy trucks and other reinforcing traffic on vulnerable roads, road safety, and the inability of Sonoma County to rebuild, even to maintain, its roads;

increased greenhouse gas emissions. When we must do everything possible to reduce our carbon footprint, Ratna Ling is grievously expanding theirs instead of staying close to the Port of Oakland.

pollution from high-volume printing;

damage to the watershed from grading, and unmitigated runoff from impermeable surfaces;

future impacts, unknowable, by an organization that has demonstrated it believes it has the right to do whatever it wants to;

Buddhists will pay no taxes and have shown no inclination to contribute to mitigating road decay or the challenges of fighting a fire on the site;

printing, art object production, storage and housing workers are not incidental, vastly exceeding other uses;

unaddressed health and safety issues, among them, printing chemicals, truck emissions, and fire hazards. Timber Cove Volunteer Fire Dept. does not have the capacity or equipment to fight a fire in an industrial printing operation and book storage.

A Ratna Ling fire in any season will endanger the fire fighters, residents, neighbors and forests. In a drought condition, where the forest's brush and trees are very dry and flammable, a fire could create a disaster far worse than the historic Cazadero Hills fire.

This project has clearly exploded its former use permit and should have been red tagged years ago. It is grossly inconsistent with the General Plan, inappropriate for its zoning, the scale is incompatible, impacts cannot be demonstrated to be reduced to less than significant, and sets a precedent that, unchecked will be devastating to Sonoma County planning. We urge denial of the application by Ratna Ling, a book publishing company.

Sincerely,

Bob and Nancy Higham

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:12 PM
To: William Passaretti
Subject: FW: Support for Ratna Ling's Master Use Permit

From: Debra Sabah Press [<mailto:d.sabah.press@gmail.com>]
Sent: April 06, 2014 2:17 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: Support for Ratna Ling's Master Use Permit

Debra S. Sabah Press

1191 Glen Avenue

Berkeley, CA 94708-1622

510.847.5933

d.sabah.press@gmail.com

6 April 2014

Sonoma County Board of Supervisors

Supervisor Susan Gorin Susan.Gorin@sonoma-county.org

Supervisor David Rabbitt David.Rabbitt@sonoma-county.org

Supervisor Shirlee Zane Shirlee.Zane@sonoma-county.org

Supervisor Mike McGuire MikeMcguire@sonoma-county.org

Supervisor Efren Carrillo Efren.Carrillo@sonoma-county.org

**Re: Support for the Master Use Permit Granted to the Ratna Ling
Center**

Buddhist Retreat

Dear Supervisors Gorin, Rabbitt, Zane, McGuire, and Carillo:

Ratna Ling's Master Use Permit has my heartfelt support.

Ratna Ling which provides spiritual retreats and produces Tibetan Buddhist sacred texts for distribution to Buddhists living in exile in Asia, has been an exemplary community member and neighbor since its inception in 2004.

Not only has Ratna Ling taken every legal step required to ensure the lawfulness of its activities, but it voluntarily ceased its construction operations pending discussions with neighbors and its new application for a Master Use Permit, which covers its potential construction and operations over the next 20 years. Ratna Ling's press is neither visible nor audible from the road or from the properties of neighbors. Experts agree that any traffic or other environmental impacts are insignificant.

While there is no legitimate reason to deny Ratna Ling's permit, there is every reason to welcome Ratna Ling into the community which it has improved in many ways, including: (1) by donating a fire engine; (2) by building a school playroom; (3) by providing a red cross emergency trailer; (4) by offering no cost yoga classes to community members; and (5) by providing a water and rest stop for cyclists on Hauser Bridge Road.

Ratna Ling strives to be an excellent neighbor while continuing its important mission. I urge you to leave its permit in place. Please contact me with any questions you may have.

Debra S. Sabah Press

ccs: Ms. Cynthia Demidovich, Planner

County of Sonoma Permit & Resource Management Department

Cynthia.Demidovich@sonoma-county.org

genegretchen@yahoo.com

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:12 PM
To: William Passaretti
Subject: FW: in support of Ratna Ling

From: Ellen Rockwell [<mailto:ellenr@mcn.org>]
Sent: April 06, 2014 4:36 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: in support of Ratna Ling

County of Sonoma Board of Supervisors
575 Administration Drive, Room 100A
Santa Rosa, CA 95403

Dear Supervisors,

I have been to Ratna Ling a number of times and have been positively impressed by their operations and the peace and quiet that is there. I was introduced to Ratna Ling through dear friends who live in the area and I know how much the place is valued by many of who live nearby. I am speaking out because Ratna Ling deserves your support and to let you know that it has widespread support in the neighborhood, even if not everyone feels comfortable letting you know about it.

Sincerely,

Ellen Rockwell

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:12 PM
To: William Passaretti
Subject: FW: Ratna Ling Buddhist Retreat Center

From: Hali Nurnberg [<mailto:hali.nurnberg@gmail.com>]
Sent: April 06, 2014 6:14 PM
To: Susan Gorin
Cc: Genegretchen@yahoo.com; Cynthia Demidovich
Subject: Ratna Ling Buddhist Retreat Center

Dear Supervisor Gorin,

My family has worked with the Ratna Ling Retreat Center since 2004 and I have had the opportunity to visit many times and have become aware of the upcoming hearing on the permit of the retreat center and am concerned about the repercussions that a revocation of the center's permit would have not just on the resident and volunteers living at the center, but on refugees and people living around the world. As you know, much of the culture and texts of the Tibetan people were destroyed during the Cultural Revolution in the 1950s, leaving generations unaware of their heritage. Ratna Ling's founders have worked tirelessly to recover the texts that were smuggled out of the country, have translated them into multiple languages, have reprinted them using the press at Ratna Ling, and have distributed them to thousands on monks, nuns, and lay persons worldwide. This work ensures that the culture will never again be lost.

I have personally traveled to India twice and have had the opportunity to give the books to Tibetan people, many of whom have spent weeks traveling by train, bus, and/or foot to receive the texts. I cannot express the gratitude they have for these books that serve as a cornerstone of their cultural heritage. Indeed, the books printed at Ratna Ling have found their way to some of the most remote monasteries in the world as well as in almost every Southeast Asian nation and in several Western and South American countries as well. In addition to the printing of texts, Ratna Ling provides many people from around the world a place to retreat from the chaos and take in the beauty and relaxing qualities found on the coastline of Northern California.

I understand that taking on such an endeavor inevitably leaves a footprint, but as you know, there are many possibilities of legal use for this property, many of which are much more detrimental and disruptive to the area. Ratna Ling is committed to being good neighbors and stewards of the land and has demonstrated on numerous occasions the desire to work with the community to find mutually beneficial solutions. Ratna Ling will continue provide a welcoming space for whomever may join and I strongly believe that what they give back to both the local community as well as the global community far exceeds any footprint they may make.

I sincerely appreciate the opportunity to write to you today.

Thank you for your time and consideration.

Sincerely,

Hali Nurnberg

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:13 PM
To: William Passaretti
Subject: FW: Support for Ratna Ling's Master Use Permit

From: Charles Press [<mailto:charliepress@gmail.com>]
Sent: April 06, 2014 6:41 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: Support for Ratna Ling's Master Use Permit

Charles J. Press

1442A Walnut Street #311

Berkeley, CA 94709-1405

charliepress@gmail.com

April 6, 2014

Sonoma County Board of Supervisors

Supervisor Susan Gorin Susan.Gorin@Mason-county.org

Supervisor David Rabbitt David.Rabbitt@sonoma-county.org

Supervisor Shirlee Zane Shirlee.Zane@sonoma-county.org

Supervisor Mike McGuire MikeMcguire@sonoma-county.org

Supervisor Efren Carrillo Efren.Carrillo@sonoma-county.org

Re: *Support for Ratna Ling's Master Use Permit*

To the Sonoma County Supervisors:

Please uphold Ratna Ling's Master Use Permit which permits this wonderful institution to produce Tibetan Buddhist texts for exiled practitioners in Asia and provides services to the local community and unique spiritual retreats to a larger community.

Ratna Ling's press, which enables it to publish important religious texts, operates quietly out of sight from passersby and neighbors.

Ratna Ling has always complied with local zoning and code violations and has welcomed opportunity to communicate with its neighbors. Ratna Ling has demonstrated its commitment to the local community in many ways. For example, it built a school playroom, provided an emergency trailer, created a water and rest stop for bicyclists on Hauser Road, donated a fire engine, and offered free yoga classes to its neighbors.

For these reasons, I fully support Ratna Ling's Master Permit. Please contact me with any questions you may have.

Charles J. Press

ccs: Ms. Cynthia Demidovich, Planner

County of Sonoma Permit & Resource Management Department

Cynthia.Demidovich@sonoma-county.org

genegretchen@yahoo.com

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:13 PM
To: William Passaretti
Subject: FW: Support of Ratna Ling

From: Nick Lorenzen [<mailto:nicklore@gmail.com>]
Sent: April 06, 2014 8:56 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; Gene Gretchen
Subject: Support of Ratna Ling

Dear Supervisors,

I have been a volunteer for the Yeshe De project on and off for 13 years. I think this project is very worthwhile. This project aims to replenish the libraries that were destroyed in Tibet, and to promote ongoing study and practice of these wisdom materials throughout Asia. The thought of this monumental project, made possible by the unique religious freedom in this great country, being interrupted is deeply saddening. I sincerely hope that an amicable resolution can be quickly found that will allow this historic project to continue undiminished.

Thank you for your attention on this important matter.

Nick Lorenzen

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:13 PM
To: William Passaretti
Subject: FW: Support Ratna Ling

From: Rimona Gale [<mailto:rimonagale@gmail.com>]
Sent: April 06, 2014 10:11 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich; genegretchen@yahoo.com
Subject: Support Ratna Ling

Dear Supervisors,

I would like you to know that I support Ratna Ling's mission of printing the ancient Buddhist texts and distributing them for free to Buddhists in Asia; many of whom are Tibetan's in exile. These books are a major part of a culture that would be lost without these rich spiritual traditions.

Since 1998 I have been connected to the greater Nyingma community and have periodically volunteered for Dharma Publishing. Please feel assured that the intention of this community is good and wholehearted.

Sincerely,

Rimona Gale

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:14 PM
To: William Passaretti
Subject: FW: Neighbor letter regarding April 8,2014, Board of Supervisors hearing: Master Use Permit application of the Ratna Ling Buddhist Retreat Center
Attachments: april 6 2014 ratna ling 2-1.pages

From: Scott Farmer [<mailto:farmer@mcn.org>]
Sent: April 07, 2014 7:40 AM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich
Subject: Neighbor letter regarding April 8,2014, Board of Supervisors hearing: Master Use Permit application of the Ratna Ling Buddhist Retreat Center

April 6, 2014

Scott Farmer
PO Box 59
Stewarts Point, CA 95480

Re: Master Use Permit application of the Ratna Ling Buddhist Retreat Center

Dear Sonoma County Supervisor,

I understand that Ratna Ling, a Buddhist Retreat Center in the coastal hills of our county, will be before your board on April 8, 2014. As a neighbor and just two lots to their west, I feel that I should speak of our experience with them.

My wife, Sayeath, and I have toured the Ratna Ling Campus and printing shop, twice. I have attended multiple meetings and presentations by them and other groups in the neighborhood. Ratna Ling supports our neighborhood in many ways, some less apparent. Years ago, Ratna Ling donated a new fire engine to the Timber Cove Fire District, their best engine. As members of the Timber Cove Disaster Preparedness Task Force, Ratna Ling is one of three designated Emergency Disaster Shelters in our area. Residents of Ratna Ling have received emergency training such as EMT certification and at least two ham radio operators are active in our ham radio community. They have donated equipment and supplies in support of disaster preparedness. The rainwater fed reservoir is available to fight fires and helicopters use their parcel for emergency evacuations. They have even installed a watering station for bicycle travelers which are increasing in number every year. They regularly and openly invite any member of this community to attend academic courses and workshops like yoga. I attend courses in Buddhist psychology and history, and value the friendships that have formed as a result. I am convinced that they are extremely committed to having a minimal impact upon the earth. Indeed, this is a central Buddhist tenet. While moving about their campus I am struck by the calm reaction of the fauna. At close quarter, rabbits and deer pause from their grazing to look at us, then simply return to their grazing. From time to time we hear large bells, gongs and sometimes conch shells sounding. We find these sounds to be delightful. This is a peaceful place.

The printing activity seems to be under greatest scrutiny. I understand Ratna Ling's need to keep this activity adjoined to the retreat center, in fact they are inextricable. My wife came to this country as a refugee of Cambodia. As Cambodia began to reopen, we were involved with offering direct community to community resources to help communities there. Without exception, the very first thing communities wanted was to rebuild their Buddhist centers, to have a home for their monks, a place to meet and a place to feel whole again. Buddhist practice represents the essence of what it is to be Cambodian. Recovery could not start until the Wats were rebuilt. The point is that Ratna Ling's printing activity is restoring and preserving the heart of Tibetan Buddhist practice in Asia, libraries. Entire collections, indeed entire libraries of sacred texts are printed right here, presented freely to Tibetan refugees in the Himalayas and preserved for the future presentation inside Tibet when international politics allow. For centuries, Christian Monks in Europe spent long hours transcribing books. This was part of their religious practice, a meditation. In the same sense, printing and preparing these texts is religious practice, a meditation, a joy, a deeply felt responsibility, inseparable from the practice of living a Buddhist life at Ratna Ling. I reside in closer proximity to this activity than most. I am proud to describe to my friends what Ratna Ling is doing, right here. My Cambodian, Vietnamese and Thai relatives are happy they are here. Ratna Ling and it's Buddhist family are hugely appreciated in South Asia and particularly in the Himalayas. That counts.

I know from my exchanges with Ratna Ling that the quality of their actions and the clarity of their mission is admirable. I believe that Ratna Ling has striven to accommodate the concerns of the Seaview, Timber Cove community.

I know that good people can disagree. My friends in Seaview, Timber Cove and Ratna Ling all want this community, our home, to be beautiful, protected and peaceful always. I also know that that endeavor is stronger and surer with Ratna Ling as our neighbor. I support Ratna Ling.

Respectfully,
Scott Farmer

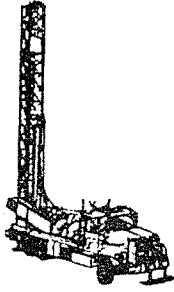
Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:15 PM
To: William Passaretti
Subject: FW: Letter in support of Ratna Ling, hearing April 8, 2014
Attachments: Letter in Support of Ratna Ling - Hearing April 8 of 2014.pdf

From: Charlie Judson [<mailto:charlie@weeksdrilling.com>]
Sent: April 07, 2014 2:40 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich
Subject: Letter in support of Ratna Ling, hearing April 8, 2014

Please find attached a letter of support related to tomorrow's hearing, PLP08-002

Charlie Judson
Weeks Drilling & Pump Co.
P.O. Box 176
Sebastopol, CA 95473
707-823-3184



Cont. Lic. No. 177681

"The Complete Water Company"
WEEKS DRILLING & PUMP CO.

A CALIFORNIA CORPORATION

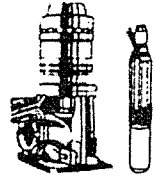
Phone: (707) 823-3184 or (707) 542-3272 FAX (707) 823-4258

P.O. Box 176

6100 HIGHWAY 12

SEBASTOPOL, CALIFORNIA 95473

UKIAH OFFICE (707) 462-9080



-Since 1906-

Via Email

April 7, 2014

County of Sonoma Board of Supervisors
575 Administration Drive
Santa Rosa, CA 95403

Subject: Comments regarding appeal of PLP08-0021Ratna Ling Retreat
Center, April 8, 2014

Dear Supervisors Gorin, Rabbit, Zane, McGuire, Carillo:

Weeks Drilling and Pump Co in Sebastopol has been involved with the development and management of the water supply for the Ratna Ling property through three owners over 30 years and although I cannot attend tomorrow's hearing I would like to give you our favorable perspective on the current operation.

At a previous hearing before the Planning Commission I heard a number of comments that Ratna Ling had done work without proper building permits. I found that odd as it is completely opposite our experience. As the water system, an innovative water supply that required much vision and commitment, was in development we were asked to obtain permits for simply everything we built, even sometimes where in my opinion work was too minor to require a permit. This was the case with both county and state agency permits.

The management is straightforward and ethical in their business dealings and we can assure you they have approached their permitting processes with county and state agencies in the same way. In addition, they have worked diligently to eliminate building code violations by previous owners.

As I said at the last hearing where I spoke, I have no expertise or opinion here regarding land use issues but I have several years of experience consulting and engineering for this

group and I can tell you with confidence that they are good citizens who practice the ethics they preach. Our county is a better place because of Ratna Ling's presence here.

Sincerely,

A handwritten signature in cursive script, appearing to read "Charlie Judson".

Charlie Judson
President (retired)
Weeks Drilling & Pump Co

cc: Ms. Cynthia Demidovich, PRMD

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:16 PM
To: William Passaretti
Subject: FW:
Attachments: Ratna Ling Translation1.docx

From: Beau Anderson
Sent: April 07, 2014 2:50 PM
To: Cynthia Demidovich
Subject:

Please find attached a letter translated from Spanish to English in support of Ratna Ling

Beau Anderson

Intern
County of Sonoma Board of Supervisors
Fifth District Office
Supervisor Efren Carrillo
o: (707)565-2241
c: (707)280-5835

Dear Sir or Madam,

This email is to let you know that I regularly visit the Ratna Ling Retreat Center. Sometimes I come more than once a year, and I always appreciate very much being there.

I am from Argentina, and besides the meditations of Yoga Num Kye and the traditional learnings of the Dharma, I value above all our time spent working.

Every day during the retreat we go to the project of Tibetan Texts and help with the binding of Tibetan books. Sometimes we organize the books, color their borders, or help feed the binding machines.

I can't express through words alone how important for me it has been to practice this work. It's like meditation, and I feel engaged with the ancient texts. Also, it's very valuable because in the classrooms we work with the body and mind, but not with our hands. During the work practice I'm able to touch all the materials of the sacred texts and help in the following phases of production. It's almost as if I'm becoming one with the books I'm helping to create.

Of course, I also know what is going to happen with the books—that they will be sent to India and distributed for free to the Tibetan monks and nuns in exile. I know people that have gone to the annual distribution, and they've conveyed how thankful the monks, nuns, and secularists are to receive these ancient texts.

Please consider my work when I say how precious this work with the Tibetan texts has been for me, and how it's been an integral part of learning the Dharma and making my life more spiritual.

Cordially,

Juan Jose Marian

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:24 PM
To: William Passaretti; 'twallis@cfk.com'; 'tdurler@cfk.com'
Subject: FW: Many Buddhists are also environmentalists
Attachments: Ratna Ling RA letter3.odt

From: Efren Carrillo
Sent: April 04, 2014 3:56 PM
To: Cynthia Demidovich
Subject: FW: Many Buddhists are also environmentalists

Best regards,

Susan Upchurch
District Director for
Supervisor Efren Carrillo
Fifth District Representative
County of Sonoma
575 Administration Drive Room 100a
Santa Rosa, CA 95403

phone: 707-565-2241
fax: 707-565-3778
e-mail: Susan.Upchurch@Sonoma-County.org

County of Sonoma on the web: <http://www.sonoma-county.org/>

🌿 Please consider the environment before printing this e-mail



From: catsharp13@comcast.net [mailto:catsharp13@comcast.net]
Sent: Friday, April 04, 2014 11:40 AM
To: Efren Carrillo
Subject: Many Buddhists are also environmentalists

Dear Supervisor Carrillo,

Please see the attached letter from the Rural Alliance stating our strong objection to the continuation of Ratna Ling's unsustainable and unnecessary industrial operation in the coastal hills of Sonoma County. We have hundreds of members in west county , many of whom are Buddhists as well as wide awake observers of critical land use issues and the legal and ethical aspects of use permits.

Sincerely,
Catherine Sharp for the Rural Alliance

Supervisor Efren Carrillo
Sonoma County Administration Building
575 Administration Drive, Room 100 A
Santa Rosa, Ca 95403

March 6, 2014

Dear Supervisor Carrillo,

The Board of Directors of the Rural Alliance urges you to recommend denying the application by Ratna Ling Retreat Center and Dharma Press for Master Use Permit application PLP 08-0021. They seek to continue and expand an already oversized industrial book factory in the coastal hills.

The Sonoma County Plan permits a religious retreat in this zone (RRD) but not a large scale factory. The printing operation is already in violation of its 2004 Use Permit conditions. Since the operation pays no taxes due to a religious exemption, it brings no benefit to the county yet heavily uses public roads and other infrastructure. Furthermore, these books can be and have been printed in an urban industrial area much closer to an international distribution point. Now materials are trucked in from urban areas and the finished products transported out again to the port of Oakland at great environmental cost.

Sonoma County's zoning regulations are to protect, enhance and sustain its resources. This large scale, industrial printing factory at Ratna Ling, currently 60,234 square feet and attempting to grow, is clearly not compatible, desirable, nor appropriate for a rural agricultural area.

Please protect coastal Sonoma County by upholding the zoning regulations and denying application PLP08-0021.

Sincerely,

Catherine Sharp for the Board
319 S. Brush St
Graton CA 95444

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:24 PM
To: William Passaretti
Subject: FW: Ratna Ling Buddhist Retreat Center

From: Jerry Zellers [mailto:zellers_j@yahoo.com]
Sent: April 04, 2014 4:59 PM
To: Cynthia Demidovich
Subject: Ratna Ling Buddhist Retreat Center

To Cynthia Demidovich:

Greetings and good will. My name is Jerry Zellers and I am a former resident of Ratna Ling Retreat Center. I worked in the on-site book bindery that seems to be raising concerns for some in the local community.

As the son of a rancher, I understand. We live in the country because we value the tranquility of nature. I am writing to say that Ratna Ling, and in particular the Yeshe De Tibetan Text Preservation Project, poses no threat to this tranquility, but is a quintessential addition to it. In the two years I was fortunate enough to work there, from April 2010 to February 2012, we were in no danger of expanding industrially, though we spoke daily of expanding our own potential. I saw, with some rotation, the same thirty faces every day. We worked faster than we ever thought we could to complete almost impossibly ambitious projects on a skeleton crew, doing much of the work by hand. Though the bindery and press are furnished with modern equipment, it is all driven by people power. To work at this level, a harmonious environment needs to be maintained. The peace and quiet of the neighborhood is not threatened by this work, it is essential to it.

To set a limit on the amount of books they can produce is to limit how much they can help the Tibetan Buddhist community, a culture shattered, and scattered, itself, by industrialization. The bindery and press cannot be heard even just across the street, and it is difficult to imagine what benefit the removal of the text treasuries would serve anyone. Their request for a six-bedroom dorm is too modest to reflect an expansion of industrial activities and never in my time there was an expansion of the bindery even discussed.

I entreat you to please consider the viewpoints presented here. This is a project that changed my life and I believe it has the power to change the world. These are hardworking people who care very much about the environment and their community, and preemptive regulation is not reasonable or just. One need only look to their vegetable and flower gardens to see their true intent.

Thank you for your time and consideration. I have sent this same e-mail to the Board.

Sincerely,

Jerry Zellers

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:27 PM
To: William Passaretti
Subject: FW: Letter of Support for Ratna Ling PLP08-0021
Attachments: Ratna Ling.doc

From: Nick [<mailto:nick@bcgeinc.com>]
Sent: April 04, 2014 6:03 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich
Subject: Letter of Support for Ratna Ling PLP08-0021

Please review the attached letter of support for Ratna Ling's use permit that will be before you on April 8, 2014. Thank you for your consideration Nick Canelis

BOHAN & CANELIS GENERAL ENGINEERING

April 4, 2014

County of Sonoma Board of Supervisors
575 Administration Drive, Room 100 A
Santa Rosa, CA 95403

Dear Supervisors,

We here at Bohan & Canelis General Engineering, Inc have been around for some time. The Bohans immigrated to this area in the 1860's. There is a county road named after us, Bohan – Dillon Road, which is the next ridge road east of Seaview Road. Our family has seen a lot of changes over the years. Our business has brought us in contact with most of the people in the area. We've seen the area grow and develop. People have come and gone but the more recent influx of people seem to like it here and have decided to stay. It's probably the rural attraction that is influential in their desire to stay here.

It appears that the rural attribute of neighborliness has some short comings, however, between the Ratna Ling Retreat Center and the residents in the Timber Cove area. We find this a regrettable situation since we know and have worked for (and with) the residents in the Timber Cove area. We also have been fortunate to work for the Ratna Ling Retreat Center. They have generated significant employment opportunities for the local people. During the course of construction we have had the opportunity to get to know them and gain some appreciation for their efforts to be good neighbors. We are saddened by the lack of tranquility that exists between the neighbors. We feel that Ratna Ling's intentions and amenableness to be good neighbors are honorable as demonstrated by some of their passed efforts which we know to be true due to our participation. This would include but not limited to: community e-mail alert notification of expected days of high construction traffic volumes; scheduling construction around community events; implementing a "How's my Driving" program with contact information and vehicle numbering placards for all vehicles related to the construction at Ratna

P.O. Box 186
4800 Cazadero Hwy
Cazadero, CA 95421
P (707) 632-5708
F (707) 632-6342

License #829905

**BOHAN & CANELIS
GENERAL ENGINEERING**

Ling; rerouting of construction traffic to longer routes around the Seaview Ridge area at a significant cost to Ratna Ling; the donation of a brand new fire engine to the local Timber Cove Fire Department.

We would hope that dialog with an open mind will lead to understanding, tolerance and patience – the path to neighborliness. This is what has gotten the Bohan's and the Canelis's to where we are today.

Respectfully submitted

Nick Canelis
General Manager
Bohan & Canelis General Engineering

P.O. Box 186
4800 Cazadero Hwy
Cazadero, CA 95421
P (707) 632-5708
F (707) 632-6342

License #829905

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:30 PM
To: William Passaretti; 'twallis@cfk.com'; 'tdurler@cfk.com'
Subject: FW: Ratna Ling Retreat Center
Attachments: Ratna Ling Retreat Center.doc

From: Sone, Kim@CALFIRE [<mailto:Kim.Sone@fire.ca.gov>]
Sent: March 31, 2014 3:05 PM
To: Cynthia Demidovich
Cc: Vern Losh (vernlosh@gmail.com)
Subject: Ratna Ling Retreat Center

Hi Cynthia

I received a call today from Mr. Vern Losh regarding the Ratna Ling Retreat Center. He called in response to my letter dated March 18, 2014 addressed to PRMD about the project. I am writing to clarify that my letter is a reminder to the landowner that if timber harvesting (selling, bartering, trading timber, or converting timberland to a non-timberland use) occurs than a timber harvesting permit is required. The last paragraph in my letter is also a reminder that PRC 4290 applies to any development. Mr. Losh was concerned that my last paragraph may indicate that the landowner has not complied with fire safe regulations. The letter is simply a letter stating the codes that may apply to the project.

Please let me know if you have any questions. Thanks,

Kimberley Sone
Unit Forester

CAL FIRE

Sonoma-Lake-Napa Unit
2210 West College Ave
Santa Rosa, CA 95403
(707) 576-2344 office
(707) 889-4217 cell



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

2210 West College Ave
Santa Rosa, CA 95401
(707) 576-2344
Website: www.fire.ca.gov



March 18, 2014

County of Sonoma
Permit and Resource Management Division
c/o Cynthia Demidovich
2550 Ventura Ave
Santa Rosa, CA 95403

Reference: Ratna Ling Retreat Center PLP08-0021

Dear Ms. Demidovich:

The California Department of Forestry and Fire Protect (CAL FIRE) appreciates the opportunity to review and provide the following input on this proposed project. The proposed project may have an impact upon our department's resource management responsibilities and our authority to issue the appropriate timber harvesting permit.

The property may be located on forestland as defined by the California Forest Practice Act. Be advised that if trees are removed as part of the project, the landowner may be required to apply for a Timberland Conversion Permit or Exemption and file a Timber Harvesting Plan (THP) with CAL FIRE. These documents must be prepared by a Registered Professional Forester (RPF), and when approved, tree removal must be done by a Licensed Timber Operator (LTO). The landowner should contact the Sonoma-Lake-Napa Unit Forester at the address and telephone number indicated above for specific information as to what may be required for this project.

In addition, any development must comply with Public Resource Code (PRC) 4290 and California Code Regulations (CCR) 1270-1276 which address fire and life safety regulations. These regulations include, but are not limited to the following issues: roadway design and length, driveway grades, dead-end road lengths, turnarounds, turnouts, signage, and emergency water standards.

Sincerely,

KIMBERLEY SONE
Division Chief, Resource Management

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN

PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT WWW.CA.GOV.

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:38 PM
To: William Passaretti
Subject: FW: Ratna Ling Retreat Center letter of support

From: janet smith [mailto:janls_2@yahoo.com]
Sent: April 07, 2014 3:38 PM
To: Susan Gorin; David Rabbitt; Shirlee Zane; Mike McGuire; Efren Carrillo
Cc: Cynthia Demidovich
Subject: Ratna Ling Retreat Center letter of support

April 5, 2014

To Whom It May Concern:

I have been a full time volunteer at Ratna Ling Retreat Center since January 2006. I was drawn to the volunteer program by the opportunity to work on the text preservation project housed at Ratna Ling, the Yeshe De project. Having been aware of the Tibetan diaspora that occurred in 1959, the importance of saving Tibetan Buddhist texts became readily apparent. The content of these texts represent a compilation of one of the most important wisdom traditions in human history.

The ensuing years have provided the opportunity to be directly involved in work that has been deeply satisfying to me personally as well as being of great benefit to others in the areas of learning, literacy and cultural preservation. The work itself is a meditative activity both for myself as a volunteer as well as for the many retreatants who come to Ratna Ling for a time of spiritual rejuvenation.

In 2008 I had the good fortune to go to Bodh Gaya, India to participate in the Nyingma Monlam Chenmo, a ten day prayer and meditation ceremony for world peace. It is at this ceremony that the Tibetan texts are distributed. It was such a moving experience to see the gratitude and joy that accompanied the receiving of these texts.

I encourage the Board of Supervisors to continue to allow Ratna Ling to continue to operate the press that is such an important part of our daily religious practice.

Sincerely,

Janet Smith
Ratna Ling Retreat Center Volunteer

Tricia Potter

From: Cynthia Demidovich
Sent: Monday, April 07, 2014 3:47 PM
To: William Passaretti
Subject: FW: Ratna Ling Buddhist Monastery Master Plan - addendum to Zoia letter of 4/5
Attachments: BOS letter Exh A.pdf

From: Susan Upchurch
Sent: April 07, 2014 3:41 PM
To: Cynthia Demidovich
Cc: Efren Carrillo; Mike McGuire; Shirlee Zane; David Rabbitt; Susan Gorin
Subject: FW: Ratna Ling Buddhist Monastery Master Plan - addendum to Zoia letter of 4/5

Best regards,

Susan Upchurch
District Director for
Supervisor Efren Carrillo
Fifth District Representative
County of Sonoma
575 Administration Drive Room 100a
Santa Rosa, CA 95403

phone: 707-565-2241
fax: 707-565-3778
e-mail: Susan.Upchurch@Sonoma-County.org

County of Sonoma on the web: <http://www.sonoma-county.org/>

♻️ Please consider the environment before printing this e-mail



From: Rose Zoia [<mailto:rzoia@sbcglobal.net>]
Sent: Monday, April 07, 2014 2:51 PM
To: Susan Upchurch
Subject: RE: Ratna Ling Buddhist Monastery Master Plan

Thank you for letting me know, Susan. Here it is.

Regards,

~ Rose

Law Office of Rose M. Zoia
50 Old Courthouse Sq., Ste. 401 / Santa Rosa CA 95404
tel: 707.526.5894 / fax: 267.381.6097
www.zoialaw.com

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From: Susan Upchurch [<mailto:Susan.Upchurch@sonoma-county.org>]
Sent: Monday, April 07, 2014 2:45 PM
To: 'Rose Zoia'
Subject: RE: Ratna Ling Buddhist Monastery Master Plan


Attachment A is not included, but is referenced extensively in your letter.

Best regards,

Susan Upchurch
District Director for
Supervisor Efren Carrillo
Fifth District Representative
County of Sonoma
575 Administration Drive Room 100a
Santa Rosa, CA 95403

phone: 707-565-2241
fax: 707-565-3778
e-mail: Susan.Upchurch@Sonoma-County.org

County of Sonoma on the web: <http://www.sonoma-county.org/>

 Please consider the environment before printing this e-mail



From: Rose Zoia [<mailto:rzoia@sbcglobal.net>]
Sent: Saturday, April 05, 2014 12:31 PM
To: David Rabbitt; Shirlee Zane; Susan Gorin; Mike McGuire; Efren Carrillo
Cc: David Hurst; Cynthia Demidovich
Subject: Ratna Ling Buddhist Monastery Master Plan

Dear Chairman Rabbitt and Supervisors,

Please see attached letter on behalf of Coastal Hills Rural Preservation regarding the subject project.

Regards,

~ Rose Zoia

Law Office of Rose M. Zoia
50 Old Courthouse Sq., Ste. 401 / Santa Rosa CA 95404
tel: 707.526.5894 / fax: 267.381.6097
www.zoialaw.com

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RAVEN
RESEARCH

April 3, 2014

Ms. Rose M. Zoia
Law Office of Rose M. Zoia
50 Old Courthouse Square, Suite 401
Santa Rosa, California 95404

**Re: J. Kapolchok & Associates Land Use Claim
Ratna Ling Retreat Center and Dharma Press
Cazadero, California**

Dear Ms. Zoia,

This letter is in response to your request for evaluation of the land use claims by J. Kapolchok & Associates for the Ratna Ling and Dharma Press printing facility. In Table 1 of a December 19, 2011 letter, J. Kapolchok & Associates state that 118.5 acres or 98.75% of the land area is used by the retreat center and 1.5 acres or 1.25% is used for the printing facility.

We cannot evaluate the validity of these claims because J. Kapolchok & Associates do not provide any rational or supporting information to support their numbers. No documents or maps were provided to explain what areas were assigned to each use, nor the basis for such assignments.

It would appear however, that they count all land areas not within the walls of the printing center or warehouses, including inaccessible undeveloped land, as part of the retreat center.

We conducted our own land use evaluation with quite different results. To make sure the areas we used were definable and the calculations were comparable, we focused on a comparison of building area. We do not include common areas such as roadways and paths or undeveloped open spaces such as the forested and steeply sloping areas surrounding the retreat center and printing facility. We understand that the retreat users may utilize or benefit from the presence of undeveloped open space areas. However open space is a uniquely distinct land use category and should be excluded from an evaluation of the use of the built environment.

The data used in this evaluation is derived from the "Buildings_2013_1015" shapefile from the County of Sonoma's GIS database. The County data was modified to add buildings shown on the Site Plan by Sherwood Design Engineers and visible in current aerial photography. The result includes a total of 132,602 square feet of building area.

We have classified the buildings into three use categories; printing, retreat, and staff housing. The buildings are shown on the attached map. The building areas by use category are:

- Printing 65,209 square feet 49%
- Retreat 50,210 square feet 38%
- Staff Housing 17,183 square feet 13%

If the staff housing is excluded because it is common to both uses, printing occupies 56% and retreat 44% of the remaining building space. Based on this analysis, we cannot concur with J. Kapolchok & Associates' characterization of the printing facility as ancillary to the retreat center.

Sincerely,

RAVEN RESEARCH

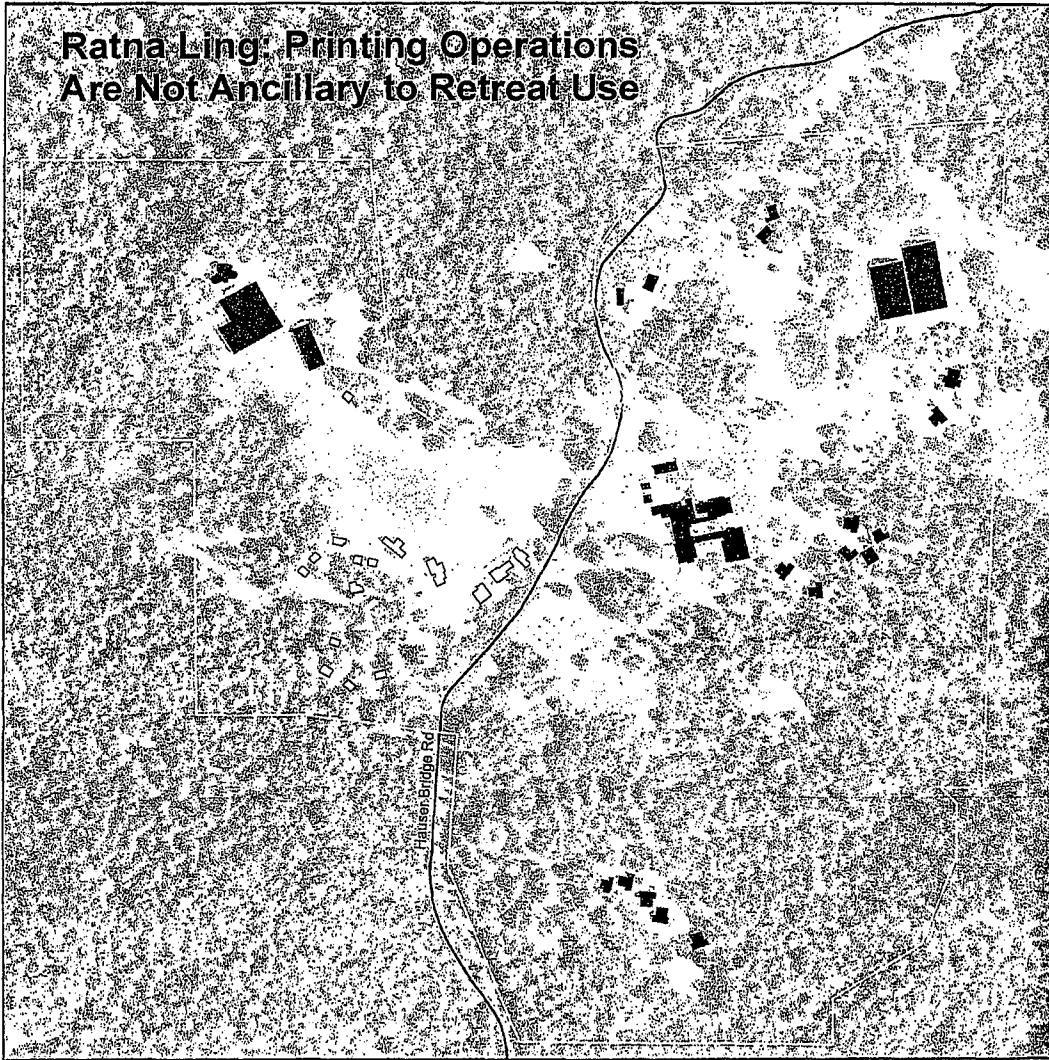


Peter A. Dellavalle

Principal

Attachments:

Ratna Ling: Printing Operations Are Not Ancillary to Retreat Use

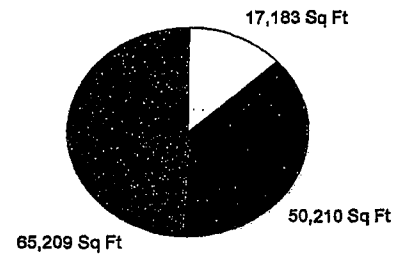


EXPLANATION

Building Use By Type

- Printing
- Retreat
- Staff Housing

Graph of Building Area by Use Type



1 inch = 400 feet



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 of the Sonoma County Agricultural Preservation and Open Space District

Board Agenda Date: June 24, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Kristine Atkinson, 565-7266

Supervisorial District(s):

4

Title: Clover Springs Initial Public Access Funding and Recreation Covenant

Recommended Actions:

Adopt a Resolution of the Board of Directors determining that the acquisition of a recreation covenant over the Clover Springs property is consistent with the Sonoma County General Plan 2020 and the District's Expenditure Plan; authorizing the execution of a recreation covenant; authorizing the execution of a certificate of acceptance; consenting to the recordation of irrevocable offers of dedication; delegating authority to the District's General Manager to execute a funding agreement with the City of Cloverdale for \$313,250 for initial public access; and making necessary findings under C.E.Q.A.

Executive Summary:

Background

The Sonoma County Agricultural Preservation and Open Space District ("District") purchased the 249-acre Clover Springs property in the fall of 2007 with the intent to convey it to the City of Cloverdale ("City") for use as a public park and open space preserve. The District transferred fee title to the City in 2011 for scenic and natural resource protection, and recreational and educational use. At transfer, the District retained a conservation easement that protects the natural resources and scenic open space values of the property, while allowing for low-intensity outdoor public recreation. An endowment from the previous owner of the property in the amount of \$275,000 was transferred to the City of Cloverdale at that time to fund improvements necessary for public use of the property, as well as ongoing operations and maintenance.

Project

In June of 2011 the District commissioned a draft trail and native plant regeneration plan that was provided to the City at the time of transfer, which was intended to assist the City in their planning for recreational and educational uses of the property. The City would like to complete and implement the draft plan and construct improvements in order to provide initial public access and ensure protection of the property's natural resources. The City is requesting \$345,475 for these activities. Receipt of District funding will enable the City to hold a significant portion of the property's endowment in reserve to fund

ongoing operations and maintenance of the property.

The District is recommending \$313,250 based on a preliminary work plan and budget submitted by the City. With the proposed funding, the City intends to:

- Provide project supervision and administration
- Finalize project plans
- Conduct C.E.Q.A. analysis and obtain permits
- Construct a trail system that includes a bridge crossing and 1.8 miles of new trail
- Improve informal Creekside trail to allow for year-round public access
- Create a staging area with parking and associated elements
- Design and install signage

Total trail construction and improvement will result in 3.5 miles of trails being accessible to park users year-round. Note that the District's recommendation does not include a requested \$32,225 for site restoration work to decommission existing informal trails, as this is not considered necessary for initial public access. The City intends to use its own funding to accomplish this task.

Initial Public Access and Operations and Maintenance Policy

On October 15, 2013, the Board adopted a resolution approving an update to the Initial Public Access and O&M Policy ("Policy"). Specific Policy update recommendations were included in the Board report and approved by the Board. Consistent with the District's Expenditure Plan and the approved Policy updates, the District may provide funding, on a reimbursement basis, to assist in 'jumpstarting' initial public access and land maintenance on recreational properties purchased with the open space sales tax. Initial public access, in practical terms, requires a minimal amount of capital improvements to allow for public use, such as a trail, parking, and signage.

Per the Policy, funding may be provided for a period not to exceed three years from the date of fee title transfer from the Initial Public Access and Operations and Maintenance Fund ("I.P.A., O. & M. Fund"). The District may grant an extension of the three-year timeframe in the case of extraordinary circumstances. Although allowed by the Policy, the City did not request and the District did not provide any District funds to the City at the time of transfer for design and improvement costs that support initial public access. According to the current policy, any District funding available for Clover Springs would expire June 30, 2014.

If the Board approves the resolution put forward with this report, the District will grant a one-time two-year extension so that the City is able to transform the property into the Clover Springs Park and Open Space Preserve as will be required by the Recreation Covenant (see below). Per the Funding Agreement (see below), District funds would need to be used by June 30, 2016. The City's request for funding was received prior to the original deadline, and the District aims to finalize the Funding Agreement and Recreation Covenant with the City before June 30, 2014. The City Council of Cloverdale is meeting to review and approve the Funding Agreement and conveyance of the Recreation Covenant on June 11th and June 25th.

Initial Public Access and Operations and Maintenance Fund Status

As of June 30, 2014, the estimated I.P.A., O. & M. Fund reserve balance will be \$2,510,066. On June 10, 2014 the Board approved up to \$485,400 to be paid from this Fund to reimburse Regional Parks for initial public access and operations and maintenance expenses on the Lawson addition to Hood Mountain Regional Park and Open Space Preserve. These expenses will be reimbursed through FY 16/17. In addition to the existing reserve, the District will record 10% of annual open space tax revenue each year (annual average estimate is \$1.95 million) into the I.P.A., O. & M. Fund. There are adequate funds in reserve to reimburse approved initial public access expenses accrued by the City of Cloverdale for the Clover Springs Regional Park and Open Space Preserve.

Funding Agreement

In order to receive District funding, the City and the District will execute a Funding Agreement that specifies the types of eligible costs, such as project planning, design, C.E.Q.A., permitting, and construction. Reimbursement for planning expenses may begin upon execution of the Funding Agreement and Recreation Covenant and be paid on a rolling basis. No reimbursement for construction activities will occur until the City submits, and the District approves, a Work Plan that more specifically describes the activities and costs associated with the project, and until the City's environmental review process, including the District's review thereof, have been completed.

Recreation Covenant

A requirement for receiving the District funds is for the City of Cloverdale to convey a Recreation Covenant to the District. The Recreation Covenant requires that the Clover Springs property be kept open to the public as a park and open space preserve in perpetuity for low-intensity public outdoor recreation and education in a manner consistent with the District's existing conservation easement.

The Recreation Covenant is a perpetual interest in real property and therefore, the Fiscal Oversight Commission was requested to determine whether the amount being conveyed by the District is equal to or greater than the fair market value of the interest being retained. On June 5, 2014, the Fiscal Oversight Commission determined that since the Recreation Covenant is essentially being donated to the District as a condition to receiving the Initial Public Access funds, by accepting the Recreation Covenant, the District is not paying more or receiving less than the fair market value for the interest so received.

Conformance with Adopted Plans

District Acquisition Plan, Connecting Communities and the Land, 2006

The Recreation Covenant acquisition and Funding Agreement ("Project") furthers several objectives and policies in the plan, as noted below:

- Recreation and Education Policies: Working with partners to: establish and expand parks and preserves that protect Sonoma County's unique natural habitats, scenic areas, and other open space values of regional importance; provide a network of multi-use trails that connect urban communities and recreational lands; ensure sound stewardship and maintenance of District-protected lands by encouraging recreational uses compatible with resource management recommendations.
- Water, Wildlife and Natural Areas Policies: Encourage management of District-protected lands to ensure the conservation and restoration of natural resources

District Expenditure Plan

The Project is consistent with the District’s Expenditure Plan, specifically regarding: Paragraph 6) Operations and maintenance of land includes limited funding for initial public access, operation and maintenance of recreational lands purchased in accordance with this Plan. No more than 10 percent of total revenues generated over the life of the Measure shall be made available for operation and maintenance purposes.

Sonoma County General Plan

The Project conforms to the following Sonoma County General Plan 2020 goals, policies, and objectives within the Land Use, Open Space and Resource Conservation, and Public Facilities and Services Elements:

Policy LU-11f: Encourage conservation of undeveloped land, open space, and agricultural lands, protection of water and soil quality, restoration of ecosystems, and minimization or elimination of the disruption of existing natural ecosystems and flood plains.

Objective OSRC-17.1: Provide for adequate parklands and trails primarily in locations that are convenient to urban areas to meet the outdoor recreation needs of the population.

GOAL OSRC-8: Protect and enhance Riparian Corridors and functions along streams, balancing the need for agricultural production, urban development, timber and mining operations, and other land uses with the preservation of riparian vegetation, protection of water resources, flood control, bank stabilization, and other riparian functions and values.

GOAL PF-2: Assure that park and recreation [...] sites are available to the meet future needs of Sonoma County residents.

California Environmental Quality Act

The acquisition of the Recreation Covenant over the Clover Springs property is exempt from the California Environmental Quality Act (“C.E.Q.A.”) pursuant to Section 15316(a) of Title 14 of the California Code of Regulations, and alternatively, is exempt pursuant to Section 15325(c) and (f) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to obligate the City of Cloverdale to keep the Property open to the public in perpetuity as a park and open space preserve. The execution of the Funding Agreement for the eventual improvement of the Clover Springs property is exempt from C.E.Q.A. pursuant to Section 15061 (b)(3) because the Agreement cannot effect the environment, and alternatively, is not a “project” pursuant to Section 15378 (b)(4) because the Agreement is a funding mechanism that does not yet involve commitment to a specific project which may result in a potentially significant physical impact on the environment.

Prior Board Actions:

On May 17, 2011, by Resolution No. 11-0259, the Board of Directors approved the fee title transfer of the Clover Springs property to the City of Cloverdale, the acceptance of a conservation easement, and the execution of an endowment agreement in the amount of \$275,000 to the City of Cloverdale.

On August 14, 2007, by Resolution No. 07-0683, the Board of Directors approved fee title acquisition of the 249-acre Clover Springs property for public outdoor recreation for a purchase price of \$7,780,000. Property was acquired with the intent to convey to the City of Cloverdale for use as a public park and preserve.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This project will contribute to the following goal outcome: *Protect, maintain & manage parks, public lands & open space systems that promote recreation, health, agricultural viability & protects watersheds, promotes biodiversity & contributes to the economic vitality.*

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

Reimbursements will be made with FY 14/15 and FY 15/16 appropriations and will be eligible for Operations and Maintenance classification.

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. Location Map
2. Site Map
3. Resolution
4. Funding Agreement
5. Recreation Covenant
6. Certificate of Acceptance
7. Notice of Exemption

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

Date: June 24, 2014

Item Number: 7
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, State of California, Determining that the Acquisition of a Recreation Covenant over the Clover Springs property is Consistent with the Sonoma County General Plan 2020 and the District's Expenditure Plan; Authorizing the Execution of a Recreation Covenant; Authorizing the Execution of a Certificate of Acceptance; Consenting to the Recordation of Irrevocable Offers of Dedication; Delegating Authority to the District's General Manager to Execute a Funding Agreement with the City of Cloverdale for up to \$313,250 for Initial Public Access; and Making Necessary Findings under CEQA.

Whereas, pursuant to Public Resources Code Section 5540.6, and pursuant to District Board of Directors Resolution No. 11-0259, dated May 17, 2011, the District conveyed the fee title interest of the approximately 250-acre property located in Cloverdale and known as Assessor Parcel numbers 115-230-026, 115-230-041 and 115-230-042 ("Property") to the City of Cloverdale ("City") and retained a conservation easement; recorded June 30, 2011 as Instrument No. 2011055355 of the Official Records of Sonoma County; and

Whereas, the City has requested District funds to assist with planning and recreation development costs associated with the provision of initial public access to the Property consistent with the terms of the conservation easement that would enable the opening of the Property to the public as the Clover Springs Park and Open Space Preserve to be provided on a reimbursement basis; and

Whereas, consistent with the District's Expenditure Plan and the Board-approved Initial Public Access and Operations & Maintenance Policy updates, the District may provide funding, on a reimbursement basis, to assist in 'jumpstarting' initial public access and land maintenance on recreational properties purchased with the open space sales tax. Initial public access, in practical terms, requires a minimal amount of capital improvements to allow for public use, such as a trail, parking, and signage; and

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

1. **Truth of Recitals.** That the foregoing recitations are true and correct.
2. **General Plan Consistency.** That the District's acquisition and funding project is

consistent with the Sonoma County General Plan 2020, specifically the Land Use Element, Open Space and Resource Conservation Element, and Public Facilities and Services Element.

- 3. Expenditure Plan Consistency.** That the District's acquisition and funding project is consistent with the District's Expenditure Plan, as it states that sales tax monies may be spent on operations and maintenance of land, which includes limited funding for initial public access, operation and maintenance of recreational lands purchased in accordance with the Expenditure Plan.
- 4. Recreation Conservation Covenant.** That the President is authorized and directed to execute, on behalf of the District, that certain agreement in connection with the District acquisition and funding project entitled "Clover Springs Park and Open Space Preserve Recreation Conservation Covenant" ("Recreation Conservation Covenant") between the District and the City of Cloverdale, together with the certificate of acceptance required by Government Code section 27281.
- 5. Consent to Recordation of Irrevocable Offer.** That the District hereby consents to the recordation on the Property of those certain agreements entitled "Irrevocable Offer of Dedication - Fee" and "Irrevocable Offer of Dedication – 25-Year Lease" from the City of Cloverdale.
- 6. Funding Agreement.** That the General Manager of the District is authorized and directed to execute that certain agreement in connection with the District acquisition and funding project entitled "Funding Agreement Between The Sonoma County Agricultural Preservation and Open Space District and the City of Cloverdale: Clover Springs Park and Open Space Preserve" ("Funding Agreement") between the District and the City of Cloverdale.
- 7. Exemption from CEQA.** That acquisition of the Recreation Conservation Covenant over the Clover Springs property is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15316(a) of Title 14 of the California Code of Regulations, and alternatively, is exempt pursuant to Section 15325(c) and (F) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to obligate the City of Cloverdale to keep the Property open to the public in perpetuity as a park and open space preserve. The execution of the funding agreement for the eventual improvement of the Clover Springs property is exempt from CEQA pursuant to Section 15061(b)(3) because the agreement cannot effect the environment, and alternatively, is not a "project" pursuant to Section 15378(b)(4) because the agreement is a funding mechanism that does not yet involve commitment to a specific project which may result in a potentially significant physical impact on the environment.
- 8. Notice of Exemption.** That, immediately upon the adoption of this resolution, the

General Manager is directed to post and to maintain the posting of a notice of exemption pursuant to Public Resources Code 21152.

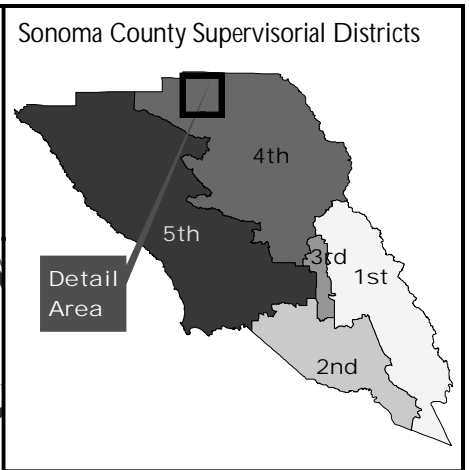
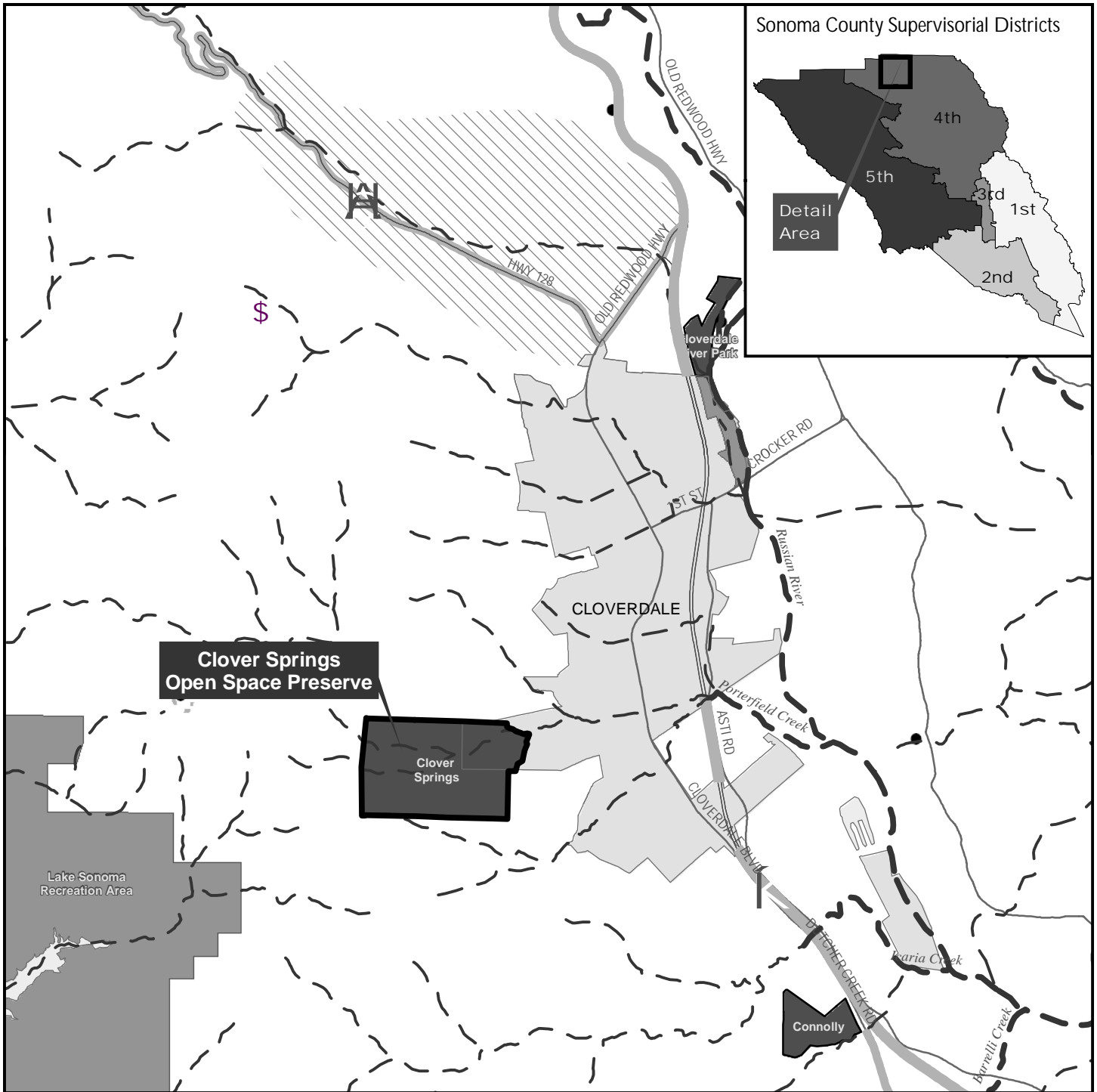
- 9. Necessary Documents.** That the General Manager of the District is authorized to execute any other documents necessary to complete this transaction as described, and to make technical, non-substantive changes to the Recreation Conservation Covenant, Funding Agreement, or other required documents with the prior approval of the District's Counsel. The authorization to the General Manager of the District includes authorization to issue and notice any and all appropriate findings as may be required upon completion of any subsequent environmental review process, and approvals necessitated by the Funding Agreement or in order to effectuate its terms.
- 10. Payment of Initial Public Access Funds.** That the District will request warrants be prepared for applicable Operation & Maintenance expenditures on a reimbursement basis not to exceed \$313,250 for invoices dated prior to June 30, 2016. Such expenditures shall further be subject to the following:
- a. No expenditures shall be made until the Recreation Conservation Covenant and Funding Agreement are fully executed.
 - b. Expenditures shall be made only upon a determination by the District's General Manager, or his designee, that the expenditure is for reimbursement of City of Cloverdale's costs that are reasonable and necessary to the District's acquisition and funding project as detailed in the Funding Agreement.
 - c. The District's General Manager is hereby authorized to approve and pay claims that are submitted and reviewed in accordance with this Resolution, and the Funding Agreement, and that he finds to have been reasonably and necessarily incurred in connection with the project as approved.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

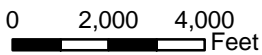
Ayes: Noes: Absent: Abstain:

So Ordered.



Clover Springs Open Space Preserve

LOCATION / GENERAL PLAN MAP



Map Date: 11/18/2009
 Sources: Sonoma County GIS Group;
 Sonoma County General Plan 2020,
 Open Space and Resource
 Conservation Element.
 Note: This map is for illustrative
 purposes only. It is not intended to be
 a definitive property description.



Open Space and Resource Conservation Element

SCENIC RESOURCES

- Community Separator
- Scenic Landscape Unit
- Scenic Corridor

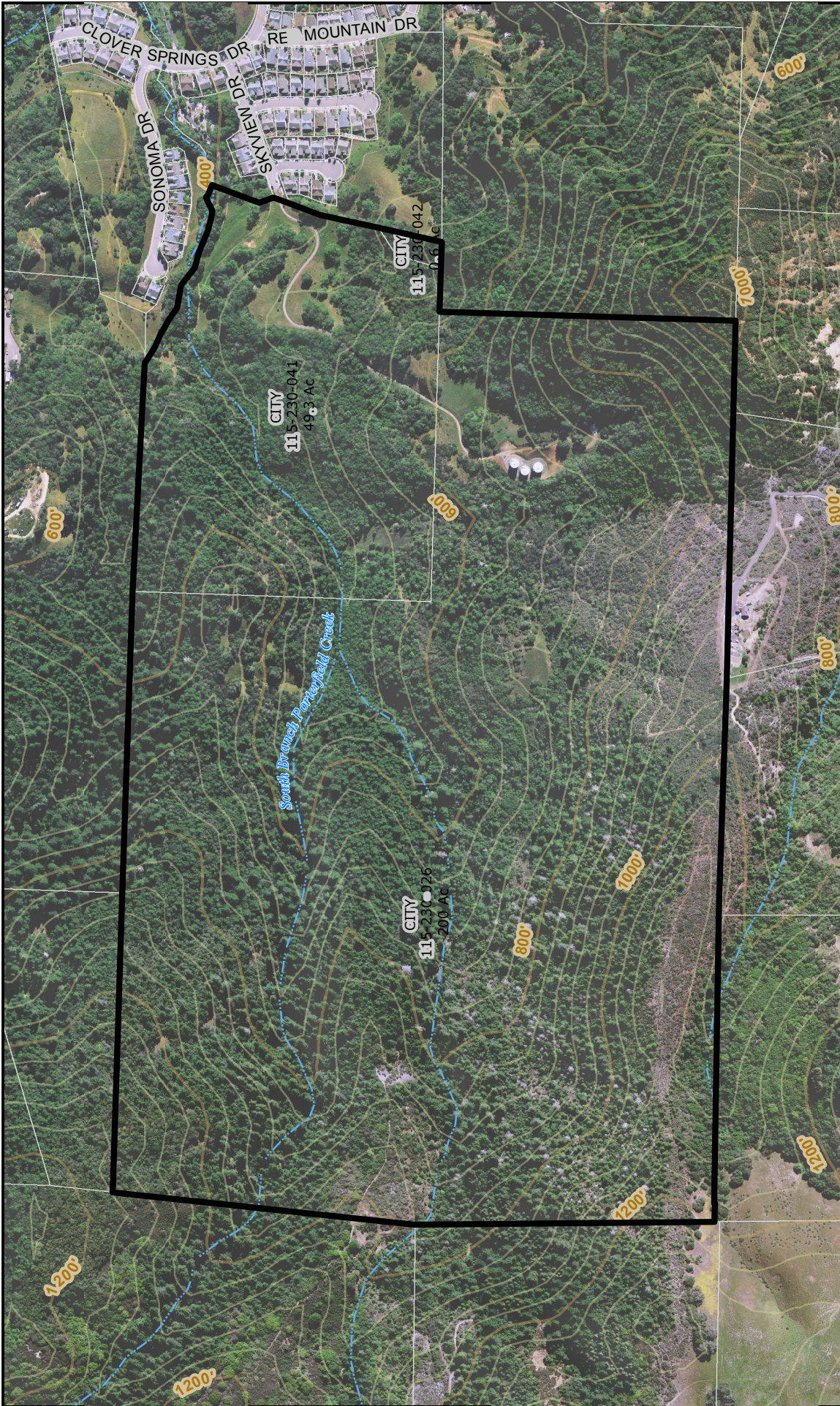
OUTDOOR RECREATION

- Planned Future Park

- Clover Springs
- City of Cloverdale






BIOTIC RESOURCES

- Special Status Species
- Sensitive Status Species Habitat
- Marshes and Wetlands
- Sensitive Natural Communities
- Habitat Connectivity Corridor
- Riparian Corridor
- District Holding
- Public Land



Clover Springs Site Map



-  40 Foot Contours
-  Intermittent Stream
-  Perennial Stream
-  Parcels
-  Clover Springs

Map Date: 5/9/2014
 Sources: SCWA (streams), County GIS (parcels, roads);
 USGS, Sonoma Co (2011 imagery)
 This map is for illustrative purposes only and is not intended
 to be a definitive property description.

ATTACHMENT 4

**FUNDING AGREEMENT BETWEEN
THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE
DISTRICT AND THE CITY OF CLOVERDALE**

CLOVER SPRINGS PARK AND OPEN SPACE PRESERVE

This agreement ("Agreement") dated as of _____, 2014 ("Effective Date") is entered into by and between the Sonoma County Agricultural Preservation and Open Space District (hereinafter "District"), a public agency, and the City of Cloverdale, a California municipal corporation (hereinafter "City" or "Grantee").

RECITALS

- A. WHEREAS, the City desires to own, operate, and maintain parks, open space, recreation facilities and programs inside and adjacent to its boundaries; and
- B. WHEREAS, the District, under the authority of Public Resources Code Section 5540, and pursuant to District Board of Directors Resolution No. 07-0683, dated August 14, 2007, acquired the 248.7-acre Clover Springs Property; which shall hereinafter be referred to as the "Property," located within and adjacent to the incorporated city boundaries of Cloverdale, as more particularly described in Exhibit "A" attached hereto and incorporated herein; and
- C. WHEREAS, the District acquired the Property as a significant greenbelt project for open space, scenic, public recreation and education purposes; and
- D. WHEREAS, pursuant to Public Resources Code Section 5540.6, and pursuant to District Board of Directors Resolution No. 11-0259, dated May 17, 2011, the District conveyed the fee title interest of the Property to the City, retained a conservation easement; recorded June 30, 2011 as Instrument No. 2011055355 of the Official Records of Sonoma County ("Conservation Easement"), and executed an Endowment Agreement dated June 24, 2011, in which the District provided the City with \$275,000 from the previous landowner to fund planning, development, restoration, enhancement, maintenance and/or operations of the Property necessary to provide and enhance public recreation and education opportunities;
- E. WHEREAS, the City has devoted the Property to use as a park and open space preserve with low-intensity public outdoor recreational uses, subject to the conservation easement held by the District and a recreation conservation covenant to be conveyed to the District by the City; and

ATTACHMENT 4

- F. WHEREAS, in accordance with the terms and conditions of this Agreement, the District will assist the City with planning and development costs associated with enabling initial formalized public access while ensuring the protection of the Property's conservation values; and

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the District and City agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct.

2. FUNDING REQUIREMENTS

- a. *District Funding.* Subject to all terms and conditions herein, the District shall provide no more than three-hundred and thirteen thousand, two-hundred and fifty dollars (\$313,250) to the City to be used exclusively for the planning, development, and implementation of improvements necessary to establish low-intensity outdoor public recreation and education opportunities that are consistent with the terms of the Conservation Easement and Recreation Covenant (the "Project"). The District's funding shall be expended by no later than June 30, 2016.

- b. *Project Implementation.* All components of the Project, which shall be identified with particularity in the final, approved Work Plan as identified in Section 3(c), below, shall be implemented by no later than June 30, 2016. The Project components include:

- i. Providing project supervision and administration
 - ii. Finalizing project plans
 - iii. Conducting CEQA analysis and obtaining permits
 - iv. Constructing a trail system that includes a bridge crossing
 - v. Improving informal Creekside trail to allow for year-round public access
 - vi. Creating a staging area with parking
 - vii. Designing and installing signage

- c. *Recreation Conservation Covenant.* Grantee shall execute that certain agreement entitled "Recreation Conservation Covenant," by which Grantee accepts the affirmative obligation to use, operate and maintain the Property for low-intensity public outdoor recreation ("Recreation Covenant") in perpetuity.

ATTACHMENT 4

d. *The Irrevocable Offers of Dedication.* Grantee shall execute those certain agreements entitled “Irrevocable Offer of Dedication – 25-Year Lease” and “Irrevocable Offer of Dedication - Fee” to secure its obligations under the Recreation Covenant. These instruments shall be recorded and hereinafter be referred to jointly as the “Irrevocable Offers.”

3. PROCEDURAL REQUIREMENTS

a. *Disbursement of Funds.* Disbursement of funds shall be authorized under this Agreement in two phases. The District shall not be obligated to disburse any funds unless and until the following conditions have been met:

- i. The District’s Board of Directors has approved funding for the Project.
- ii. The Recreation Covenant has been executed.
- iii. City has provided required insurance coverage as described in Section 4.b of this Agreement.
- iv. City has provided a current negotiated rate letter approved by a cognizant federal agency, or an Indirect Cost Rate (ICR) plan, or current billing rates for City’s staff and/or agents whose time is being billed to the Project for reimbursement.

b. *Project Planning.* Grantee may perform or procure the performance of tasks necessary to appropriately plan the Project, develop the Work Plan, and undertake preliminary steps to comply with all permitting and regulatory requirements (“Project Planning”) upon the execution of this Agreement and the Recreation Covenant. Grantee may submit expenses incurred for Project Planning to District for reimbursement upon compliance with each requirement set forth in Section 3(a) hereof.

c. *Project Construction.* Prior to the disbursement of any funding for the construction and/or physical implementation of the Project (“Project Construction”), Grantee shall submit, for District approval, a Work Plan to implement the Project. The District’s review shall be based upon the Work Plan’s consistency with this Agreement, the Conservation Easement, the Recreation Covenant, and the purpose and potential impacts of the Project as approved. The Work Plan shall include: 1) a general description of the Project, including conceptual and, if available, construction plans; 2) a timeline or schedule for Project Implementation, including final Project Implementation date; 3) restoration planting success standards; 4) a detailed budget, including expenditure of District funds identified to accomplish the Project. It is the intent of the parties that District shall perform a substantive review of the proposed Project as set forth in the Work Plan, and shall have full discretion to approve or reject the Work Plan, or recommend changes thereto. The District’s obligation to reimburse City for any costs of

ATTACHMENT 4

implementing the Project shall not accrue until such approval of the Work Plan is granted by District. The Work Plan may be amended from time to time with District's written approval. Such approval shall not be unreasonably withheld. Approval of the Work Plan does not obligate the District to fund construction in the event City fails to comply with the California Environmental Quality Act ("CEQA"), as described in section 3(d) of this Agreement.

d. *California Environmental Quality Act Compliance.* The parties acknowledge that the Project may constitute a project according to CEQA, for which environmental study, reports, and public comment may be required. For the purposes of this Agreement and the Project, City acknowledges that it shall function as the Lead Agency for the purposes of compliance with CEQA. Accordingly, City shall undertake all necessary procedures to comply with CEQA. Prior to the performance of any Project Construction tasks, City will provide District a copy of any documentation resulting from its CEQA review process, including any Notice of Exemption, Negative Declaration, Mitigated Negative Declaration, Draft Environmental Report, or similar study, for review. No costs associated with Project Construction shall be reimbursable under this Agreement or paid to City until such time as District has reviewed and, to the extent necessary, approved all environmental documentation and issued any and all written findings as the District deems appropriate. District shall not be deemed to have approved the Project, and District's responsibility to reimburse City for Project Construction shall not accrue, until District has provided City with a written acknowledgment that District has undertaken any review and approval it deems necessary and that City is authorized to proceed.

e. *Payment.*

- i. *Reimbursement.* After the Work Plan is approved, City shall complete and submit no more frequently than monthly and no less frequently than quarterly, along with a narrative summary of all work completed to date, reimbursement claims in a form acceptable to the District containing at a minimum all the information in the sample form attached hereto as Exhibit B. The District will pay the claims of City within 30 days of receipt of such claims, provided that the District's General Manager is satisfied that the claims (i) are complete; (ii) include adequate supporting documentation; and (iii) are for eligible expenses reasonably incurred in connection with the Project.
- ii. *Final Submission.* Concurrent with submission of the final request for reimbursement in the form set forth in Section 3(e)(i), and within 45

ATTACHMENT 4

days of completion of Project Implementation, City shall file with District a final Performance Report (“PR”) demonstrating 100% implementation of the Project, including demonstration that the District’s grant and the City’s match have been expended consistent with the terms of this Agreement. The final PR should include photos documenting Project Implementation.

4. IMPLEMENTATION REQUIREMENTS

a. *Procurement.* In expenditure of District’s funding for goods and services, City shall comply with District’s competitive procurement procedures, including those required by laws applicable to a special district created by Public Resources Code section 5500 *et seq.*, and particularly Public Resources Code section 5594, as well as laws applicable to a City under the Public Contract Code. Alternatively, subject to District consent, City may use its own competitive procurement procedures, provided that such procedures provide financial protection equal to or greater than those provided by the District’s competitive procurement procedures. Should City desire to use its own competitive procurement procedures in lieu of District’s, City shall submit its procedures to District for review and approval. If District, in its sole discretion, determines that City’s procurement procedures are not sufficiently rigorous, District may deny the request and City shall thereafter use District’s procurement procedures for all transactions undertaken in connection with the District’s funding. In any event, District shall assure that costs to be reimbursed by District do not exceed fair market value of the goods and services supplied.

b. *Insurance.* City shall maintain the insurance specified in Exhibit C, attached hereto and incorporated herein by this reference.

c. *Prevailing Wage.* To the extent any portion of Project Implementation pursuant to Section 2b constitutes the performance of a “public work” within the meaning of Labor Code section 1720, City shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, *et seq.*

d. *ADA Requirements.* City shall ensure compliance with the Americans with Disabilities Act (ADA) in the provision of public access to the Property.

e. *Non-Discrimination.* City 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

ATTACHMENT 4

District's Non-Discrimination Policy. All nondiscrimination rules and regulations required by law to be included in this Agreement are incorporated herein by this reference.

5. RECORDS KEEPING

a. *Records*. All financial, procurement, licenses, insurance, and programmatic records related to the Project shall be maintained by City for no less than five (5) years after Project Implementation.

b. *Records Access*. District staff shall have access to financial, procurement, licenses, insurance, and programmatic records related to the District's grant for no less than five (5) years after Project Implementation.

c. *Annual Audit*. City shall submit annual audited financial statements to the District by August 31 of each year until Project Implementation is completed; if a City does not have an audit conducted, a biennial accountant review will be accepted in lieu of an annual audit with respect to that City.

d. *Accounting Requirements*. City must maintain an accounting system that is in accordance with generally-accepted accounting procedures and standards, and as such:

- i. Accurately reflects responsible fiscal transactions, with the necessary controls and safeguards.
- ii. Provides a solid audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, timecards, and evidence of payment.
- iii. Provides accounting data so the total cost of the project and each individual component can be readily determined.

e. *Fiscal and Project Monitoring*. The Project will be subject to compliance monitoring by the District. The monitoring may include examination of books, papers, accounts, documents or other records of City as they relate to the expenditure of District grant funds.

6. GENERAL PROVISIONS

a. *Statutory Compliance*. All activities and uses in connection with the Project shall be subject to and undertaken in accordance with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

ATTACHMENT 4

b. *Access to Project Site.* The District shall have the right to enter and inspect the Property upon 24 hours' notice to the City for the purposes of ensuring compliance with this Agreement and progress toward Project Implementation.

c. *Failure to Perform.* Failure by City to comply with the terms of this Agreement may result in any or all of the following actions at the District's sole discretion:

- i. If District reasonably determines that the Project will not be implemented or that the purposes of the Project will not be met within the timeframes provided herein, the District may commence and pursue all available legal remedies to recoup any and all funds disbursed to City. District shall first send City sixty (60) days' written notice prior to commencing such action, and reasonably work with City on an alternative solution.
- ii. District may seek specific performance of this Agreement in a court of competent jurisdiction. City hereby agrees that the public benefits sought by this Agreement exceed the dollar amount of the funding and are impracticable or extremely difficult to measure. City further agrees that, in the event of a breach of this Agreement by City, reimbursement of the funds, alone, would be inadequate compensation and that, in addition to damages, the District shall be entitled to injunctive relief, including specific performance, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Specific performance, however, shall not be compelled if changes in circumstances have rendered such performance impossible or financially infeasible.

d. *Indemnification.* City agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to District, its officers, agents, and employees and to defend, indemnify, hold harmless, reimburse and release District, 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, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including City, arising out of or in connection with this Agreement and/or the Project, whether or not there is concurrent negligence on the part of District, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of District. If there is a possible obligation to indemnify, City duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. District

ATTACHMENT 4

shall have the right to select its own legal counsel at the expense of City, subject to City approval, which approval shall not be unreasonably withheld.

e. *Method and Place of Giving Notice, Making Submissions and Payments.* Except as otherwise expressly provided herein, any notice, invoice, report, demand, request, approval, disapproval, or other communication that either party desires or is required to give under this Agreement shall be in writing and either served personally or sent by first class mail, private courier or delivery service, or telecopy addressed as follows:

TO DISTRICT:	General Manager Sonoma County Agricultural Preservation and Open Space District 747 Mendocino Avenue Santa Rosa, CA 95401 Telephone: (707) 565-7360 Fax: (707) 565-7359
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TO CITY:	City Manager City of Cloverdale 124 North Cloverdale Blvd. Cloverdale, CA 95425 Telephone: (707) 894-2521 Fax: (707) 894-3451
----------	--

f. *Assignment and Delegation.* City shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the District, and no such transfer shall be of any force or effect whatsoever unless and until such consent is received.

g. *Amendment.* No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement shall be binding on any of the parties.

h. *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.

i. *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.

ATTACHMENT 4

j. *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 set forth below.

APPROVED:
SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE
DISTRICT

APPROVED:
CITY

District General Manager

Paul Cayler, City Manager
(The signatory hereby warrants and represents he/she is authorized to execute this document on behalf of City)

Date: _____

Date: _____

Exhibits

A: Legal Description

B: Form of Reimbursement Claim

C: Insurance Requirements

ATTACHMENT 4

ATTEST:

Clerk of the Board of Directors/Supervisors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

ATTACHMENT 4

Exhibit A

Property Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Tract One

Parcel One:

Lying within Section 19, Township 11 North, Range 10 West, and Section 24, Township 11 North, Range 11 West, M.D.M., and being a portion of the lands of Cloverdale Land Partners II, a Limited Partnership, as described in deed recorded as Document No. 89-050365, Sonoma County Records, and being more particularly described as follows:

Beginning at a point on the Southerly line of said lands of Cloverdale Land Partners II which is also the East 1/4 corner of said Section 24, said point being marked by a 2" iron pipe with brass cap tagged L.S. 3665; thence from said Point of Beginning South 89° 35' 53" West along said Southerly line of Cloverdale Land Partners II and the Southerly line of the Northeast 1/4 of Section 24, a distance of 1099.01 feet to a point; thence leaving said Southerly line North 17° 35' 53" East a distance of 270.00 feet to a point; thence North 52° 35' 53" East a distance of 150.00 feet to a point; thence North 21° 35' 53" East a distance of 350.00 feet to a point; thence along a curve to the right from a tangent that bears North 58° 30' 03" West, having a radius of 478.00 feet, a central angle of 10° 47' 16", an arc length of 90.00 feet, and a chord which bears North 53° 06' 25" West to a point; thence North 57° 24' 46" East a distance of 113.79 feet to a point; thence North 01° 29' 21" West a distance of 237.42 feet to a point in the center of the South branch of Porterfield Creek; thence along the centerline of said creek the following courses; North 61° 28' 46" East a distance of 47.25 feet; North 83° 10' 29" East a distance of 98.93 feet; North 54° 48' 35" East a distance of 39.03 feet; North 33° 35' 14" East a distance of 88.79 feet; North 43° 14' 15" East a distance of 122.81 feet; South 64° 15' 15" East a distance of 83.56 feet; North 56° 51' 07", East a distance of 34.02 feet; North 44° 16' 55" East a distance of 72.52 feet; South 74° 06' 02" East a distance of 86.28 feet; thence leaving the centerline of said creek South 22° 17' 37" West a distance of 179.68 feet to a point; thence along a tangent curve to the left, having a radius of 250.00 feet, a central angle of 131° 32' 09" an arc length of 573.93 feet, and a chord which bears South 43° 28' 27" East to a point; thence along a compound curve to the left, having a radius of 920.00 feet, a central angle of 03° 11' 16", an arc length of 51.19 feet, and a chord which bears North 69° 09' 50" East to a point; thence South 17° 22' 12" East a distance of 102.51 feet to a point; thence South 00° 37' 48" West a distance of 410.00 feet to a point; thence South 06° 37' 31" East a distance of 262.49 feet to a point on the Southerly line of said lands of Cloverdale Land Partners II; said point being marked by a 1/2" iron pin; thence along said Southerly line South 89° 07' 49" West a distance of 140.50 feet more or less to the Point of Beginning of the parcel of land herein above described.

Saving and Excepting therefrom that portion lying within the boundaries of the lands shown on the map of Clover Springs Phase 2, filed in the office of the County Recorder of Sonoma County on February 10, 1999 in Book 589 of Maps at Pages 23 through 34, Sonoma County Records.

Parcel Two:

Lying within Section 24, Township 11 North, Range 11 West, M.D.M., and being a portion of the lands of Cloverdale Land Partners II, a Limited Partnership, as described in deed recorded as Document No. 89-050365, Sonoma County Records, and being more particularly described as follows:

Beginning at a point on the Southerly line of said lands of Cloverdale Land Partners II which bears South 89° 35' 53" West a distance of 1099.01 feet from a angle point on said Southerly line, said angle point being marked by a 2" iron pipe with brass cap marking the East 1/4 corner of said Section 24; thence from said Point of Beginning South 89° 35' 53" West along the Southerly line of the Northeast 1/4 of Section 24, a distance of 1519.01 feet to the center of said Section 24; thence North 00° 56' 00" East along the Westerly line of the Northeast 1/4 of said Section 24 a distance of 1328.15 feet to a point on the Northerly line of the lands of Cloverdale Land Partners II, said point being the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 24, and from which a 3/4" iron pipe with brass cap marking the North 1/4 corner of said section 24 bears North 00° 56' 00" East a distance of 1328.15 feet; thence South 89° 54' 08" East along said Northerly line a distance of 1046.71 feet to a point in the center of the South branch of Porterfield Creek; thence along the centerline of said creek the following courses: South 57° 57' 12" East a distance of 87.09 feet; South 68°

ATTACHMENT 4

07° 45" East a distance of 60.95 feet; South 61° 41' 49" East a distance of 72.91 feet; South 55° 38' 23" East a distance of 64.31 feet; South 79° 48' 50" East a distance of 103.83 feet; South 53° 47' 42" East a distance of 98.23 feet; South 74° 23' 50" East a distance of 71.38 feet; South 69° 03' 53" East a distance of 102.74 feet; South 76° 53' 27" East a distance of 90.86 feet; North 62° 03' 40" East a distance of 46.03 feet; North 68° 35' 15" East a distance of 23.16 feet; South 45° 15' 32" East a distance of 10.85 feet; South 67° 44' 23" East a distance of 49.52 feet; thence leaving the centerline of said creek South 01° 29' 21" East a distance of 237.42 feet to a point; thence South 57° 24' 46" West a distance of 113.79 feet to a point; thence along a curve to the left from a tangent that bears South 47° 42' 46" East, having a radius of 478.00 feet, a central angle of 010° 47' 16", an arc length of 90.00 feet, and a chord which bears South 53° 06' 25" East to a point; thence South 21° 35' 53" West a distance of 350.00 feet to a point; thence South 52° 35' 53" West a distance of 150.00 feet to a point; thence South 17° 35' 53", West a distance of 270.00 feet more or less to the Point of Beginning of the parcel of land herein above described.

Saving and Excepting therefrom that portion lying within the boundaries of the lands shown on the map of Clover Springs Phase 2, filed in the office of the County Recorder of Sonoma County on February 10, 1999 in Book 589 of Maps at Pages 23 through 34, Sonoma County Records.

APN: 115-230-041 and 115-230-042

Tract Two

Lying within Section 24, Township 11 North, Range 11 West, M.D.M., and being a portion of the lands of Cloverdale Land Partners II, a limited partnership, as described in Deed recorded as Document No. 89050365, Sonoma County Records, and being more particularly described as follows:

Beginning at a 2" iron pipe and brass cap marking the West 1/4 corner of said Section 24 and tagged L.S. 3665, said 1/4 corner being on the Westerly line of the aforementioned lands of Cloverdale Land Partners II; thence from said point of beginning North 02° 59' 05" East, along the Westerly line of said lands of Cloverdale Land Partners II a distance of 1336.96 feet to the Northwesterly corner of said lands, said corner being marked by a 1/2" iron pipe tagged L.S. 3665; thence North 89° 44' 49" East along the Northerly line of said lands a distance of 2633.16 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 24 and from which a 3/4 pipe with brass cap marking the North 1/4 corner of said Section 24 bears South 00° 56' 00" West a distance of 1328.15 feet; thence from said Northeast corner South 00° 56' 00" West line of the Northeast 1/4 of said Section 24 a distance of 1328.15 feet to the center of said Section 24; thence North 89° 35' 53" East along the Southerly line of the Northeast 1/4 of said Section 24 a distance of 1309.01 feet to the Northwest corner of the lands of Comazzi as described by Deed recorded in Book 2762 of Official Records at Page 525, Sonoma County Records; thence South 00° 58' 24" West along the common line of said lands of Comazzi and Cloverdale Land Partners II a distance of 1279.39 feet to a point in the Northerly line of that Parcel Map filed in Book 166 of Maps at Pages 32 and 33, Sonoma County Records from which a 1/2" iron pipe in the Northerly line of Parcel 3 of said Parcel Map bears North 89° 31' 36" East a distance of 42.71 feet; thence South 89° 3' 36" West along the Northerly line of said Parcel Map a distance 402.23 feet to a 1/2" iron pipe tagged R.C.E. 10430 marking the Northwest corner of said Parcel 3; thence continuing along said Northerly line South 89° 31' 43" West a distance of 875.80 feet to a 1/2" iron pipe tagged R.C.E. 10430; thence continuing along said Northerly line South 89° 31' 55" West a distance of 350.03 feet to a 1/2" pipe tagged R.C.E. 10430; thence continuing along said Northerly line South 89° 32' 44" West a distance of 969.02 feet to a 1/2" iron pipe tagged R.C.E. 10430, said point being the Northwesterly corner of said Parcel Map; thence South 00° 06' 00" West along the Westerly line of said Parcel Map a distance of 38.39 feet to the Northwesterly corner of the lands of Sanders as described by Deed recorded as Document 90-008322, Sonoma County Records; thence South 89° 42' 12" West along the common line of said lands of Sanders and the lands of Cloverdale Land Partners II a distance of 1371.09 feet to the common Westerly corner of said lands of Sanders and said lands of Cloverdale Land Partners II; thence North 00° 00' 34" West along the Westerly boundary of said lands of Cloverdale Land Partners II a distance of 1317.78 feet, more or less, to the point of beginning of the parcel of land herein above described.

APN: 115-230-026

LINE ITEM INVOICE
 Organization Name
 Date of Invoice
 Date Range of Expenses

Reimbursement Claim for Matching Grant Funding
 Sonoma County Agricultural Preservation and Open Space District
 Exhibit B

Item/Task	Budget	Total Complete to Date	Prior Paid to Date	This Invoice Request	% of Total Complete to Date
1					-
2					-
3					-
4					-

Total Project \$ - \$ - \$ -

Expand Line Item Invoice with additional Items/Tasks if needed.

For any personnel costs, please provide a separate line for salary (one line) and for benefits (another line). Also provide the job title of the staff member, their hourly wage, and the number of hours spent on the task.

Brief Narrative of Tasks Performed During the Invoice Period:

Attach copies of receipts.

Invoice certification:

 Approving Signature

 Name and Title of Approving Signature

 Date

Note: If this a final invoice, please mark it as "FINAL".

ATTACHMENT 4

Exhibit C

Section I – Insurance to be Maintained by the City of Cloverdale (“City”)

City shall maintain insurance and/or self-insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of this Agreement.

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

1. Workers Compensation and Employers Liability Insurance

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate.
- c. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. City is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether City has a claim against the insurance or is named as a party in any action involving the District.
- d. Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees shall be additional insureds for liability arising out of City's operations with respect to the Agreement. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained 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 District and City 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. Coverage shall apply to all owned, hired and non-autos.
- c. Required Evidence of Insurance: Certificate of Insurance.

ATTACHMENT 4

4. Documentation

- a. The Certificate of Insurance must include the following reference: **City of Cloverdale Funding Agreement**.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. City agrees to maintain current Evidence of Insurance on file with District for the entire term of this Agreement.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Santa Rosa, CA 95401**.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. City 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.

5. Policy Obligations

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

Section II – Insurance to be Maintained by City's Contractors.

City shall require its contractors to maintain the insurance specified below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements.

District reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. District's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Grantee from, nor be construed or deemed a waiver of, its obligation to require its contractors to maintain the specified insurance.

1. Workers Compensation and Employers Liability Insurance

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

If any contractor currently has no employees, City agrees to require that contractor obtains 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. The General Aggregate shall apply separately to each Project.

ATTACHMENT 4

- 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 District. The contractor is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether contractor has a claim against the insurance or is named as a party in any action involving the District.
- d. Insurance shall be continued for one (1) year after completion of contractor's work.
- e. Sonoma County Agricultural Preservation and Open Space District, 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 work with respect to this Agreement.
- f. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall cover inter-insured suits between District and City's contractors and include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned, hired and non-owned autos.
- c. Required Evidence of Insurance: Certificate of Insurance.

4. Material Breach

If City fails to verify that its contractors maintain the required insurance, it shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from City resulting from said breach.

RECORDING REQUESTED BY AND RETURN TO:

Clerk of the Board of Directors
 Sonoma County Agricultural
 Preservation and Open Space District
 575 Administration Drive, Room 102A
 Santa Rosa, CA 95403

Free recording per Government Code Section 6103

CLOVER SPRINGS PARK AND OPEN SPACE PRESERVE
 RECREATION CONSERVATION COVENANT
 (California Civil Code §§815 *et seq.*)

THIS AGREEMENT is entered into on this ____ day of June, 2014 by and between the Sonoma County Agricultural Preservation and Open Space District (“the District”) and the City of Cloverdale, a California municipal corporation, its successors and assigns and those claiming under it (“Owner”).

Recitals

A. The District was formed for the purpose of preserving open space in the County of Sonoma and is funded by a voter approved sales tax, the expenditure of which is directed and limited by the Sonoma County Agricultural Preservation & Open Space 2006 Expenditure Plan (“the 2006 Expenditure Plan” or “the Plan”) adopted as part of the Sonoma County Open Space, Clean Water and Farmland Protection Measure (Sonoma County Ordinance No. 5677R).

B. Among the categories of open space identified for protection in the 2006 Expenditure Plan are “fee interests for outdoor public recreation where the public use would not be inconsistent with the open space designations” listed in the Plan.

C. The District, under the authority of Public Resources Code Section 5540, and pursuant

to District Board of Directors Resolution No. 07-0683, dated August 14, 2007, acquired the 248.7-acre Clover Springs Property; which shall hereinafter be referred to as the “Property,” located within the incorporated city boundaries of Cloverdale, as more particularly described in Exhibit “A” attached hereto and incorporated herein; and

D. Pursuant to Public Resources Code Section 5540.6, and pursuant to District Board of Directors Resolution No. 11-0259, dated May 17, 2011, the District conveyed the fee title interest of the Property to the Owner on June 30, 2011. The Owner agreed to devote the Property to use as a park and open space preserve with low-intensity public outdoor recreational uses.

E. In a companion transaction to the fee transfer, Owner conveyed a conservation easement, recorded June 30, 2011 as Instrument No. 2011055355 of the Official Records of Sonoma County (“the Conservation Easement”) to the District generally limiting the use of the Property to natural resource preservation and low-intensity public outdoor recreation consistent with identified open space values. This Covenant is intended to complement the Conservation Easement by assuring the continued and perpetual recreational use of the Property consistent with the Conservation Easement.

F. In companion transactions of even date, Owner has granted to the District and its assignees (i) an irrevocable offer of dedication of a 25-year lease of the Property to secure the Owner’s performance under this Covenant, and (ii) an irrevocable offer of dedication of the fee interest in the Property to secure the Owner’s performance under this Covenant.

Agreement

FOR VALUABLE CONSIDERATION, Owner hereby undertakes the following obligations for the benefit of the District:

1. *The Covenant.* Owner hereby conveys to the District a recreation conservation

covenant (“Covenant”) within the meaning of Restatement Third, Property (Servitudes) §1.6(1) and pursuant to the authority of Civil Code §§815 *et seq.* and the common law of California, to assure that the Property will be continuously used, maintained and operated by Owner and its successors in interest as a public park and open space preserve in perpetuity, available to the public for low-intensity public outdoor recreation and educational uses in a manner consistent with the Conservation Easement and the provisions herein.

2. Obligation to Provide Low-Intensity Public Outdoor Recreation and Educational Uses.

A. Owner hereby agrees to use, operate and maintain the Property as a public park and open space preserve in perpetuity, available to the public for low-intensity outdoor public recreation and educational uses in a manner consistent with the Conservation Easement and the provisions herein. Such use, operation, and maintenance of the Property as a public park and open space preserve, including access to all improvements being funded by the District in exchange for the execution of this Recreation Covenant, shall commence no later than June 30, 2016 and shall include, at a minimum, general availability of the Property for public hiking, picnicking and nature study no less than six hours per day, seven days per week, except as otherwise provided in Section 5.6 of the Conservation Easement (Public Access Limitations).

B. Owner shall not engage in activities that impede public access to or public use of the Property for low-intensity outdoor public recreation and educational uses pursuant to this Covenant, except as otherwise provided in Section 5.6.1 of the Conservation Easement (Public Access Limitations).

C. If a management plan is prepared and approved pursuant to Sections 5.1.7 and 6.1 of the Conservation Easement, Owner’s use, operation and maintenance of the Property as a public park and open space preserve shall be in accordance with such management plan.

3. Enforcement.

A. In the event of an uncured breach by Owner of any of its obligations under this Covenant, the District may: (1) institute a suit for appropriate equitable relief; (2) institute a suit to recover damages, subject to the conditions set forth in this Agreement; (3) accept the offer of dedication set forth in Paragraph 7.A, (4) accept the offer of dedication set forth in Paragraph 7.B; or (4) pursue any combination of the foregoing.

B. Prior to taking any action under Paragraph 3.A, the District shall provide Owner with a notice to cure (“Notice”). The Notice shall be a written notification generally describing the condition or event claimed by the District to be a breach of Owner’s obligations that is either mailed or otherwise delivered by the District to Owner. The Notice shall include a reasonable period, which shall be a minimum of ninety (90) days, in which the breach must be cured to the reasonable satisfaction of the District. The remedies provided by Paragraph 3.A shall be available to the District immediately upon expiration of the cure period.

C. Enforcement of the obligations created by this Covenant shall be at the sole discretion of the District. Any forbearance by the District to exercise its rights under this Covenant shall not be deemed or construed to be a waiver or forfeiture by the District.

D. The actual damages incurred by the District and allowed by Civil Code section 815.7(c) resulting from Owner’s breach of the obligations imposed by this Covenant are uncertain and would be impractical or extremely difficult to measure. Accordingly, the parties agree that the District’s damages shall be measured by the fair market value of the Property, unencumbered and without regard to the Conservation Easement or this Covenant, multiplied by the length of time in years, including fractions thereof, during which the breach remains uncured after Notice has been given by the District pursuant to Paragraph 3.B, multiplied by the then current annual interest rate for post judgment interest, provided however, that:

(i) No liquidated damages shall be assessed during any period for which the Owner's governing body has, based upon substantial evidence, declared a fiscal emergency rendering it financially unable to perform its obligations under this Covenant; and

(ii) In no case shall liquidated damages exceed Two-Million Dollars (\$2,000,000) for any single breach. The Owner's liability for damages is discharged if the Owner cures the breach within the time specified in the District's Notice.

Owner's liability for damages is discharged if Owner cures the breach within the time specified in the District's Notice. If the District exercises the remedy available in Paragraph 3.A (4) related to acceptance of the irrevocable offer of dedication of the fee interest, Owner's liability for money damages shall be limited to the cost of maintenance and restoration necessary to return the Property to a condition which allows it to be available for its intended use as set forth in Paragraph 2.A of this Agreement.

E. Except as stated otherwise in Paragraph 3.D above, the remedies set forth in this Paragraph 3 are in addition to and not intended to displace any other remedy available to either party as provided by this Covenant, the Conservation Easement, Civil Code Sections 815 *et seq.*, the common law or any other applicable local, state or federal law.

F. Nothing contained in this Paragraph 3 shall be construed to entitle the District to bring any action against Owner for any failure to perform resulting from causes beyond Owner's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate a failure to perform resulting from such causes so long as such action, to the extent that Owner has control, is designed and carried out in such a way as to further the purpose of this Covenant.

4. *Conveyances; Leasing; Approval of Grantees.* No conveyance of the fee interest in the Property nor any lease thereof nor any other transfer of the possessory interest in the Property may occur without the District's consent and determination that the prospective buyer, lessee or the transferee of any possessory interest is reasonably qualified to perform the obligations created by this Covenant and the Conservation Easement. Neither the District's determination nor its consent shall be unreasonably withheld. All leases or other transfers of a possessory interest in the property shall be in writing, shall acknowledge this Covenant and the Conservation Easement and shall terminate no later than the date the District accepts the offer made in Paragraph 7.A or the date the District accepts the offer made in Paragraph 7.B of this Covenant, whichever is earlier. A failure to comply with these requirements is a material breach of this Covenant and subject to remedies set forth in Paragraph 3.

5. *Third Party Beneficiaries.* The District and Owner do not intend and this Covenant shall not be construed to create any rights in third parties.

6. *Integration.* With respect to all matters contained herein, this Agreement is the final and complete expression of the agreement between the parties and any and all prior or contemporaneous agreements written or oral have been merged into this written instrument, other than the Conservation Easement which remains in full force and effect.

7. *Irrevocable Offers of Dedication.*

A. *Lease.* Pursuant to Public Resources Code section 5565.5, Owner hereby grants to the District and its assignees an irrevocable offer of dedication of a 25-year lease of the Property, in the form and substance attached hereto as Exhibit B. This offer of dedication may only be accepted by the District, or its assignees, in the event of an uncured material breach of Owner's obligations under this Covenant and upon City's compliance with all laws applicable to the leasing of City property. As this irrevocable offer is a remedy to enforce this Covenant in perpetuity, acceptance of this irrevocable offer by District or its assignee shall not preclude

subsequent acceptance of the same irrevocable offer for any subsequent uncured breach of Owner's obligations under this Covenant.

B. *Fee.* Pursuant to Public Resources Code section 5565.5, Owner hereby grants to the District and its assignees an irrevocable offer of dedication of the fee interest in the Property, in the form and substance attached hereto as Exhibit C. This offer of dedication may only be accepted by the District, or its assignees, in the event of an uncured material breach of Owner's obligations under this Covenant.

C. *Subordinate Instruments.* All instruments granting any lease or other real property interest in the Property to third-parties shall disclose to such third-parties the District's power of acceptance set forth herein. Any such lease or other real property interest so created by Owner and all of the rights granted thereunder shall be and shall at all times remain subject, subordinate, and inferior to the District's rights under this Covenant. In the event District exercises its power of acceptance of either offer made pursuant to this Paragraph 7, each grantee of such lease or other real property interest shall attorn to and recognize the District as its landlord for the unexpired balance (and any extensions, if exercised) of the term of Owner's grant, provided District elects to permit the grant to survive its acceptance of the irrevocable offer made in Paragraph 7.A or Paragraph 7.B. Owner's power to create such third-party estates is limited by and subordinate to the irrevocable offers herein granted and, as such, District may terminate any or all estates so created upon its acceptance of either irrevocable offer made in this Paragraph 7.

8. *Inspection.* The District may, within its sole discretion and from time to time, inspect the Property to determine if Owner is in compliance with this Covenant.

9. *Covenant to Bind Successors.* This Covenant shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind Owner and its successors in interest, including but not limited to purchasers at tax

sales, assigns, and all persons claiming under them forever. The parties intend that this Covenant shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Covenant creates an easement encompassed within the meaning of the phrase "easements constituting servitudes upon or burdens to the property," and irrevocable offers of dedication encompassed within the meaning of the phrase "unaccepted, recorded, irrevocable offers of dedication," as those phrases are used in California Revenue & Taxation Code section 3712(d) and (e), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Covenant.

IN WITNESS WHEREOF, OWNER and DISTRICT have executed this Covenant this _____ day of _____, 2014.

OWNER:

CITY OF CLOVERDALE

By: _____

City Manager

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: _____

President of the Board of Directors

ATTEST:

Clerk of the Board of Directors/Supervisors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

Exhibit A

Property Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Tract One

Parcel One:

Lying within Section 19, Township 11 North, Range 10 West, and Section 24, Township 11 North, Range 11 West, M.D.M., and being a portion of the lands of Cloverdale Land Partners II, a Limited Partnership, as described in deed recorded as Document No. 89-050365, Sonoma County Records, and being more particularly described as follows:

Beginning at a point on the Southerly line of said lands of Cloverdale Land Partners II which is also the East 1/4 corner of said Section 24, said point being marked by a 2" iron pipe with brass cap tagged L.S. 3665; thence from said Point of Beginning South 89° 35' 53" West along said Southerly line of Cloverdale Land Partners II and the Southerly line of the Northeast 1/4 of Section 24, a distance of 1099.01 feet to a point; thence leaving said Southerly line North 17° 35' 53" East a distance of 270.00 feet to a point; thence North 52° 35' 53" East a distance of 150.00 feet to a point; thence North 21° 35' 53" East a distance of 350.00 feet to a point; thence along a curve to the right from a tangent that bears North 58° 30' 03" West, having a radius of 478.00 feet, a central angle of 10° 47' 16", an arc length of 90.00 feet, and a chord which bears North 53° 06' 25" West to a point; thence North 57° 24' 46" East a distance of 113.79 feet to a point; thence North 01° 29' 21" West a distance of 237.42 feet to a point in the center of the South branch of Porterfield Creek; thence along the centerline of said creek the following courses; North 61° 28' 46" East a distance of 47.25 feet; North 83° 10' 29" East a distance of 98.93 feet; North 54° 48' 35" East a distance of 39.03 feet; North 33° 35' 14" East a distance of 88.79 feet; North 43° 14' 15" East a distance of 122.81 feet; South 64° 15' 15" East a distance of 83.56 feet; North 56° 51' 07", East a distance of 34.02 feet; North 44° 16' 55" East a distance of 72.52 feet; South 74° 06' 02" East a distance of 86.28 feet; thence leaving the centerline of said creek South 22° 17' 37" West a distance of 179.68 feet to a point; thence along a tangent curve to the left, having a radius of 250.00 feet, a central angle of 131° 32' 09" an arc length of 573.93 feet, and a chord which bears South 43° 28' 27" East to a point; thence along a compound curve to the left, having a radius of 920.00 feet, a central angle of 03° 11' 16", an arc length of 51.19 feet, and a chord which bears North 69° 09' 50" East to a point; thence South 17° 22' 12" East a distance of 102.51 feet to a point; thence South 00° 37' 48" West a distance of 410.00 feet to a point; thence South 06° 37' 31" East a distance of 262.49 feet to a point on the Southerly line of said lands of Cloverdale Land Partners II; said point being marked by a 1/2" iron pin; thence along said Southerly line South 89° 07' 49" West a distance of 140.50 feet more or less to the Point of Beginning of the parcel of land herein above described.

Saving and Excepting therefrom that portion lying within the boundaries of the lands shown on the map of Clover Springs Phase 2, filed in the office of the County Recorder of Sonoma County on February 10, 1999 in Book 589 of Maps at Pages 23 through 34, Sonoma County Records.

Parcel Two:

Lying within Section 24, Township 11 North, Range 11 West, M.D.M., and being a portion of the lands of Cloverdale Land Partners II, a Limited Partnership, as described in deed recorded as Document No. 89-050365, Sonoma County Records, and being more particularly described as follows:

Beginning at a point on the Southerly line of said lands of Cloverdale Land Partners II which bears South 89° 35' 53" West a distance of 1099.01 feet from a angle point on said Southerly line, said angle point being marked by a 2" iron pipe with brass cap marking the East 1/4 corner of said Section 24; thence from said Point of Beginning South 89° 35' 53" West along the Southerly line of the Northeast 1/4 of Section 24, a distance of 1519.01 feet to the center of said Section 24; thence North 00° 56' 00" East along the Westerly line of the Northeast 1/4 of said Section 24 a distance of 1328.15 feet to a point on the Northerly line of the lands of Cloverdale Land Partners II, said point being the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 24, and from which a 3/4" iron pipe with brass cap marking the North 1/4 corner of said section 24 bears North 00° 56' 00" East a distance of 1328.15 feet; thence South 89° 54' 08" East along said Northerly line a distance of 1046.71 feet to a point in the center of the South branch of Porterfield Creek; thence along the centerline of said creek the following courses: South 57° 57' 12" East a distance of 87.09 feet; South 68°

07° 45" East a distance of 60.95 feet; South 61° 41' 49" East a distance of 72.91 feet; South 55° 38' 23" East a distance of 64.31 feet; South 79° 48' 50" East a distance of 103.83 feet; South 53° 47' 42" East a distance of 98.23 feet; South 74° 23' 50" East a distance of 71.38 feet; South 69° 03' 53" East a distance of 102.74 feet; South 76° 53' 27" East a distance of 90.86 feet; North 62° 03' 40" East a distance of 46.03 feet; North 68° 35' 15" East a distance of 23.16 feet; South 45° 15' 32" East a distance of 10.85 feet; South 67° 44' 23" East a distance of 49.52 feet; thence leaving the centerline of said creek South 01° 29' 21" East a distance of 237.42 feet to a point; thence South 57° 24' 46" West a distance of 113.79 feet to a point; thence along a curve to the left from a tangent that bears South 47° 42' 46" East, having a radius of 478.00 feet, a central angle of 010° 47' 16", an arc length of 90.00 feet, and a chord which bears South 53° 06' 25" East to a point; thence South 21° 35' 53" West a distance of 350.00 feet to a point; thence South 52° 35' 53" West a distance of 150.00 feet to a point; thence South 17° 35' 53", West a distance of 270.00 feet more or less to the Point of Beginning of the parcel of land herein above described.

Saving and Excepting therefrom that portion lying within the boundaries of the lands shown on the map of Clover Springs Phase 2, filed in the office of the County Recorder of Sonoma County on February 10, 1999 in Book 589 of Maps at Pages 23 through 34, Sonoma County Records.

APN: 115-230-041 and 115-230-042

Tract Two

Lying within Section 24, Township 11 North, Range 11 West, M.D.M., and being a portion of the lands of Cloverdale Land Partners II, a limited partnership, as described in Deed recorded as Document No. 89050365, Sonoma County Records, and being more particularly described as follows:

Beginning at a 2" iron pipe and brass cap marking the West 1/4 corner of said Section 24 and tagged L.S. 3665, said 1/4 corner being on the Westerly line of the aforementioned lands of Cloverdale Land Partners II; thence from said point of beginning North 02° 59' 05" East, along the Westerly line of said lands of Cloverdale Land Partners II a distance of 1336.96 feet to the Northwesterly corner of said lands, said corner being marked by a 1/2" iron pipe tagged L.S. 3665; thence North 89° 44' 49" East along the Northerly line of said lands a distance of 2633.16 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 24 and from which a 3/4 pipe with brass cap marking the North 1/4 corner of said Section 24 bears South 00° 56' 00" West a distance of 1328.15 feet; thence from said Northeast corner South 00° 56' 00" West line of the Northeast 1/4 of said Section 24 a distance of 1328.15 feet to the center of said Section 24; thence North 89° 35' 53" East along the Southerly line of the Northeast 1/4 of said Section 24 a distance of 1309.01 feet to the Northwest corner of the lands of Comazzi as described by Deed recorded in Book 2762 of Official Records at Page 525, Sonoma County Records; thence South 00° 58' 24" West along the common line of said lands of Comazzi and Cloverdale Land Partners II a distance of 1279.39 feet to a point in the Northerly line of that Parcel Map filed in Book 166 of Maps at Pages 32 and 33, Sonoma County Records from which a 1/2" iron pipe in the Northerly line of Parcel 3 of said Parcel Map bears North 89° 31' 36" East a distance of 42.71 feet; thence South 89° 3' 36" West along the Northerly line of said Parcel Map a distance 402.23 feet to a 1/2" iron pipe tagged R.C.E. 10430 marking the Northwest corner of said Parcel 3; thence continuing along said Northerly line South 89° 31' 43" West a distance of 875.80 feet to a 1/2" iron pipe tagged R.C.E. 10430; thence continuing along said Northerly line South 89° 31' 55" West a distance of 350.03 feet to a 1/2" pipe tagged R.C.E. 10430; thence continuing along said Northerly line South 89° 32' 44" West a distance of 969.02 feet to a 1/2" iron pipe tagged R.C.E. 10430, said point being the Northwesterly corner of said Parcel Map; thence South 00° 06' 00" West along the Westerly line of said Parcel Map a distance of 38.39 feet to the Northwesterly corner of the lands of Sanders as described by Deed recorded as Document 90-008322, Sonoma County Records; thence South 89° 42' 12" West along the common line of said lands of Sanders and the lands of Cloverdale Land Partners II a distance of 1371.09 feet to the common Westerly corner of said lands of Sanders and said lands of Cloverdale Land Partners II; thence North 00° 00' 34" West along the Westerly boundary of said lands of Cloverdale Land Partners II a distance of 1317.78 feet, more or less, to the point of beginning of the parcel of land herein above described.

APN: 115-230-026

Exhibit B

IRREVOCABLE OFFER OF DEDICATION – 25-YEAR LEASE
(Public Resources Code §5565.5)

FOR VALUABLE CONSIDERATION, the City of Cloverdale (“Owner”) hereby grants and makes to the Sonoma County Agricultural Preservation and Open Space District (“District”) an irrevocable offer of dedication (“Irrevocable Offer”) of a 25-year lease interest in the real property (“the Property”) that is located in the incorporated city of Cloverdale and is more particularly described in Exhibit “A,” attached hereto and incorporated herein as though fully set forth. The precise terms and conditions of the lease shall be determined by the mutual consent of the parties at the time of District’s acceptance of this Irrevocable Offer, provided, however, that the parties hereby stipulate that such lease shall, at a minimum, include the terms described in Exhibit “B,” attached hereto and incorporated herein as though fully set forth. This offer may be accepted by the District at any time that its Board of Directors determines, in its sole discretion, that there exists an uncured material breach of that certain Clover Springs Park and Open Space Preserve Recreation Covenant entered into by and between Owner and District recorded with the Sonoma County Recorder on _____ as Instrument No. _____ (“Covenant”). As this Irrevocable Offer is a remedy to enforce the Covenant in perpetuity, acceptance of this Irrevocable Offer by District or its assignee shall not operate to extinguish this Irrevocable Offer. Rather, this Irrevocable Offer shall survive acceptance by the District or its assignees and it shall run with the land in perpetuity so that the District or its assignees may subsequently and repeatedly accept this Irrevocable Offer in the event of any number of subsequent uncured breaches of Owner’s obligations under the Covenant.

As provided by the Covenant, all instruments granting any lease or other real property interest in the Property to third parties shall disclose the District’s power of acceptance set forth herein to the grantee of any such interest. All such interests so granted by Owner shall be, and shall at all times remain subject to, subordinate to, and inferior to the District’s rights hereunder. In the event District exercises its power of acceptance, each grantee shall attorn to and recognize the District as its landlord for the unexpired balance (and any extensions, if exercised) of the term of

the Owner's grant, provided District elects to permit the grant to survive its acceptance of this Irrevocable Offer. Owner's power to create such estates is limited by and subordinate to this Irrevocable Offer and, as such, District may terminate any or all interests estates so created upon its acceptance of this Irrevocable Offer.

This Irrevocable Offer of Dedication shall run with the land and shall be binding upon the Owner and all assigns, grantees, successors, transferees and/or heirs of the Owner.

IN WITNESS WHEREOF, OWNER has executed this Irrevocable Offer of Dedication this
_____ day of _____, 2014.

OWNER: CITY OF CLOVERDALE

By: _____
City Manager

ATTEST:

City Clerk

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

Exhibit "A" to Irrevocable Offer of Dedication to District from Owner

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Tract One

Parcel One:

Lying within Section 19, Township 11 North, Range 10 West, and Section 24, Township 11 North, Range 11 West, M.D.M., and being a portion of the lands of Cloverdale Land Partners II, a Limited Partnership, as described in deed recorded as Document No. 89-050365, Sonoma County Records, and being more particularly described as follows:

Beginning at a point on the Southerly line of said lands of Cloverdale Land Partners II which is also the East 1/4 corner of said Section 24, said point being marked by a 2" iron pipe with brass cap tagged L.S. 3665; thence from said Point of Beginning South 89° 35' 53" West along said Southerly line of Cloverdale Land Partners II and the Southerly line of the Northeast 1/4 of Section 24, a distance of 1099.01 feet to a point; thence leaving said Southerly line North 17° 35' 53" East a distance of 270.00 feet to a point; thence North 52° 35' 53" East a distance of 150.00 feet to a point; thence North 21° 35' 53" East a distance of 350.00 feet to a point; thence along a curve to the right from a tangent that bears North 58° 30' 03" West, having a radius of 478.00 feet, a central angle of 10° 47' 16", an arc length of 90.00 feet, and a chord which bears North 53° 06' 25" West to a point; thence North 57° 24' 46" East a distance of 113.79 feet to a point; thence North 01° 29' 21" West a distance of 237.42 feet to a point in the center of the South branch of Porterfield Creek; thence along the centerline of said creek the following courses; North 61° 28' 46" East a distance of 47.25 feet; North 83° 10' 29" East a distance of 98.93 feet; North 54° 48' 35" East a distance of 39.03 feet; North 33° 35' 14" East a distance of 88.79 feet; North 43° 14' 15" East a distance of 122.81 feet; South 64° 15' 15" East a distance of 83.56 feet; North 56° 51' 07", East a distance of 34.02 feet; North 44° 16' 55" East a distance of 72.52 feet; South 74° 06' 02" East a distance of 86.28 feet; thence leaving the centerline of said creek South 22° 17' 37" West a distance of 179.68 feet to a point; thence along a tangent curve to the left, having a radius of 250.00 feet, a central angle of 131° 32' 09" an arc length of 573.93 feet, and a chord which bears South 43° 28' 27" East to a point; thence along a compound curve to the left, having a radius of 920.00 feet, a central angle of 03° 11' 16", an arc length of 51.19 feet, and a chord which bears North 69° 09' 50" East to a point; thence South 17° 22' 12" East a distance of 102.51 feet to a point; thence South 00° 37' 48" West a distance of 410.00 feet to a point; thence South 06° 37' 31" East a distance of 262.49 feet to a point on the Southerly line of said lands of Cloverdale Land Partners II; said point being marked by a 1/2" iron pin; thence along said Southerly line South 89° 07' 49" West a distance of 140.50 feet more or less to the Point of Beginning of the parcel of land herein above described.

Saving and Excepting therefrom that portion lying within the boundaries of the lands shown on the map of Clover Springs Phase 2, filed in the office of the County Recorder of Sonoma County on February 10, 1999 in Book 589 of Maps at Pages 23 through 34, Sonoma County Records.

Parcel Two:

Lying within Section 24, Township 11 North, Range 11 West, M.D.M., and being a portion of the lands of Cloverdale Land Partners II, a Limited Partnership, as described in deed recorded as Document No. 89-050365, Sonoma County Records, and being more particularly described as follows:

Beginning at a point on the Southerly line of said lands of Cloverdale Land Partners II which bears South 89° 35' 53" West a distance of 1099.01 feet from an angle point on said Southerly line, said angle point being marked by a 2" iron pipe with brass cap marking the East 1/4 corner of said Section 24; thence from said Point of Beginning South 89° 35' 53" West along the Southerly line of the Northeast 1/4 of Section 24, a distance of 1519.01 feet to the center of said Section 24; thence North 00° 56' 00" East along the Westerly line of the Northeast 1/4 of said Section 24 a distance of 1328.15 feet to a point on the Northerly line of the lands of Cloverdale Land Partners II, said point being the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 24, and from which a 3/4" iron pipe with brass cap marking the North 1/4 corner of said section 24 bears North 00° 56' 00" East a distance of 1328.15 feet; thence South 89° 54' 08" East along said Northerly line a distance of 1046.71 feet to a point in the center of the South branch of Porterfield Creek; thence along the centerline of said creek the following courses: South 57° 57' 12" East a distance of 87.09 feet; South 68°

07° 45" East a distance of 60.95 feet; South 61° 41' 49" East a distance of 72.91 feet; South 55° 38' 23" East a distance of 64.31 feet; South 79° 48' 50" East a distance of 103.83 feet; South 53° 47' 42" East a distance of 98.23 feet; South 74° 23' 50" East a distance of 71.38 feet; South 69° 03' 53" East a distance of 102.74 feet; South 76° 53' 27" East a distance of 90.86 feet; North 62° 03' 40" East a distance of 46.03 feet; North 68° 35' 15" East a distance of 23.16 feet; South 45° 15' 32" East a distance of 10.85 feet; South 67° 44' 23" East a distance of 49.52 feet; thence leaving the centerline of said creek South 01° 29' 21" East a distance of 237.42 feet to a point; thence South 57° 24' 46" West a distance of 113.79 feet to a point; thence along a curve to the left from a tangent that bears South 47° 42' 46" East, having a radius of 478.00 feet, a central angle of 010° 47' 16", an arc length of 90.00 feet, and a chord which bears South 53° 06' 25" East to a point; thence South 21° 35' 53" West a distance of 350.00 feet to a point; thence South 52° 35' 53" West a distance of 150.00 feet to a point; thence South 17° 35' 53", West a distance of 270.00 feet more or less to the Point of Beginning of the parcel of land herein above described.

Saving and Excepting therefrom that portion lying within the boundaries of the lands shown on the map of Clover Springs Phase 2, filed in the office of the County Recorder of Sonoma County on February 10, 1999 in Book 589 of Maps at Pages 23 through 34, Sonoma County Records.

APN: 115-230-041 and 115-230-042

Tract Two

Lying within Section 24, Township 11 North, Range 11 West, M.D.M., and being a portion of the lands of Cloverdale Land Partners II, a limited partnership, as described in Deed recorded as Document No. 89050365, Sonoma County Records, and being more particularly described as follows:

Beginning at a 2" iron pipe and brass cap marking the West 1/4 corner of said Section 24 and tagged L.S. 3665, said 1/4 corner being on the Westerly line of the aforementioned lands of Cloverdale Land Partners II; thence from said point of beginning North 02° 59' 05" East, along the Westerly line of said lands of Cloverdale Land Partners II a distance of 1336.96 feet to the Northwesterly corner of said lands, said corner being marked by a 1/2" iron pipe tagged L.S. 3665; thence North 89° 44' 49" East along the Northerly line of said lands a distance of 2633.16 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 24 and from which a 3/4 pipe with brass cap marking the North 1/4 corner of said Section 24 bears South 00° 56' 00" West a distance of 1328.15 feet; thence from said Northeast corner South 00° 56' 00" West line of the Northeast 1/4 of said Section 24 a distance of 1328.15 feet to the center of said Section 24; thence North 89° 35' 53" East along the Southerly line of the Northeast 1/4 of said Section 24 a distance of 1309.01 feet to the Northwest corner of the lands of Comazzi as described by Deed recorded in Book 2762 of Official Records at Page 525, Sonoma County Records; thence South 00° 58' 24" West along the common line of said lands of Comazzi and Cloverdale Land Partners II a distance of 1279.39 feet to a point in the Northerly line of that Parcel Map filed in Book 166 of Maps at Pages 32 and 33, Sonoma County Records from which a 1/2" iron pipe in the Northerly line of Parcel 3 of said Parcel Map bears North 89° 31' 36" East a distance of 42.71 feet; thence South 89° 3' 36" West along the Northerly line of said Parcel Map a distance 402.23 feet to a 1/2" iron pipe tagged R.C.E. 10430 marking the Northwest corner of said Parcel 3; thence continuing along said Northerly line South 89° 31' 43" West a distance of 875.80 feet to a 1/2" iron pipe tagged R.C.E. 10430; thence continuing along said Northerly line South 89° 31' 55" West a distance of 350.03 feet to a 1/2" pipe tagged R.C.E. 10430; thence continuing along said Northerly line South 89° 32' 44" West a distance of 969.02 feet to a 1/2" iron pipe tagged R.C.E. 10430, said point being the Northwesterly corner of said Parcel Map; thence South 00° 06' 00" West along the Westerly line of said Parcel Map a distance of 38.39 feet to the Northwesterly corner of the lands of Sanders as described by Deed recorded as Document 90-008322, Sonoma County Records; thence South 89° 42' 12" West along the common line of said lands of Sanders and the lands of Cloverdale Land Partners II a distance of 1371.09 feet to the common Westerly corner of said lands of Sanders and said lands of Cloverdale Land Partners II; thence North 00° 00' 34" West along the Westerly boundary of said lands of Cloverdale Land Partners II a distance of 1317.78 feet, more or less, to the point of beginning of the parcel of land herein above described.

APN: 115-230-026

Exhibit "B" to Irrevocable Offer of Dedication to District from Owner

Stipulated Terms of 25-Year Lease

1. Term: Up to 25 Years
2. Price: No monetary consideration shall be paid to Owner for the Lease. However, following District's Acceptance of Owner's Offer of Dedication, as described in Paragraph 7.A of the Covenant, District or its assignees will assume all responsibility for any taxes or assessments, including taxes or assessments for possessory interests, levied against the Property in connection with the District's leasehold interest.
3. Termination: District may terminate at will (with or without cause).
4. Use: District's right to possession of the Property shall be exclusive.
5. District Right to Sublet: District may assign or sublet the Property for public park and open space preserve purposes.
6. District Right to Receive Revenues: District shall receive all revenues, regardless of source, generated on the Property during the term of the Lease.
7. Effect on Covenant: The Lease shall suspend Owner's obligations under the Covenant for the duration of the Lease to the extent Owner requires a possessory interest in the Property to satisfy such obligations. The remainder of Owner's obligations under the Covenant shall remain in full force and effect.
8. Liability: The District or its assignees or its lessees shall assume all liability for the Property associated with obligations the District assumes under the Lease, which obligations shall extend to those necessary to ensure the Property is used, operated and maintained as a public park and open space preserve, available to the public for passive outdoor public recreation and educational uses in a manner consistent with the Conservation Easement and this Covenant, except for any claim, damage, liability or loss which arises out of Owner's ownership, operation or management of the Property prior to the District's acceptance of the irrevocable offer of dedication, as described in Paragraph 7.A of the Covenant.

Exhibit C

IRREVOCABLE OFFER OF DEDICATION – FEE
(Public Resources Code §5565.5)

FOR VALUABLE CONSIDERATION, the City of Cloverdale (“Owner”) hereby grants and makes to the Sonoma County Agricultural Preservation and Open Space District ("District") an irrevocable offer of dedication of the fee interest in the real property (“the Property”) that is located in the city of Cloverdale and is more particularly described in Exhibit “A” attached hereto and incorporated herein as though fully set forth. This offer may be accepted by the District at any time that its Board of Directors determines, in its sole discretion, that there exists an uncured material breach of that certain Clover Springs Park and Open Space Preserve Recreation Covenant entered into by and between the Owner and District recorded with the Sonoma County Recorder on _____ [Date] as Instrument No.

_____.

This Irrevocable Offer of Dedication shall run with the land and shall be binding upon the Owner and all assigns, grantees, successors, transferees and/or heirs of the Owner.

[THIS AREA IS LEFT BLANK INTENTIONALLY.]

IN WITNESS WHEREOF, OWNER has executed this Irrevocable Offer of Dedication this _____ day of _____, 2014.

OWNER: CITY OF CLOVERDALE

By: _____
City Manager

ATTEST:

City Clerk

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

*Exhibit "A" to Irrevocable Offer of Dedication – Fee
to District from Owner*

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Tract One

Parcel One:

Lying within Section 19, Township 11 North, Range 10 West, and Section 24, Township 11 North, Range 11 West, M.D.M., and being a portion of the lands of Cloverdale Land Partners II, a Limited Partnership, as described in deed recorded as Document No. 89-050365, Sonoma County Records, and being more particularly described as follows:

Beginning at a point on the Southerly line of said lands of Cloverdale Land Partners II which is also the East 1/4 corner of said Section 24, said point being marked by a 2" iron pipe with brass cap tagged L.S. 3665; thence from said Point of Beginning South 89° 35' 53" West along said Southerly line of Cloverdale Land Partners II and the Southerly line of the Northeast 1/4 of Section 24, a distance of 1099.01 feet to a point; thence leaving said Southerly line North 17° 35' 53" East a distance of 270.00 feet to a point; thence North 52° 35' 53" East a distance of 150.00 feet to a point; thence North 21° 35' 53" East a distance of 350.00 feet to a point; thence along a curve to the right from a tangent that bears North 58° 30' 03" West, having a radius of 478.00 feet, a central angle of 10° 47' 16", an arc length of 90.00 feet, and a chord which bears North 53° 06' 25" West to a point; thence North 57° 24' 46" East a distance of 113.79 feet to a point; thence North 01° 29' 21" West a distance of 237.42 feet to a point in the center of the South branch of Porterfield Creek; thence along the centerline of said creek the following courses; North 61° 28' 46" East a distance of 47.25 feet; North 83° 10' 29" East a distance of 98.93 feet; North 54° 48' 35" East a distance of 39.03 feet; North 33° 35' 14" East a distance of 88.79 feet; North 43° 14' 15" East a distance of 122.81 feet; South 64° 15' 15" East a distance of 83.56 feet; North 56° 51' 07", East a distance of 34.02 feet; North 44° 16' 55" East a distance of 72.52 feet; South 74° 06' 02" East a distance of 86.28 feet; thence leaving the centerline of said creek South 22° 17' 37" West a distance of 179.68 feet to a point; thence along a tangent curve to the left, having a radius of 250.00 feet, a central angle of 131° 32' 09" an arc length of 573.93 feet, and a chord which bears South 43° 28' 27" East to a point; thence along a compound curve to the left, having a radius of 920.00 feet, a central angle of 03° 11' 16", an arc length of 51.19 feet, and a chord which bears North 69° 09' 50" East to a point; thence South 17° 22' 12" East a distance of 102.51 feet to a point; thence South 00° 37' 48" West a distance of 410.00 feet to a point; thence South 06° 37' 31" East a distance of 262.49 feet to a point on the Southerly line of said lands of Cloverdale Land Partners II; said point being marked by a 1/2" iron pin; thence along said Southerly line South 89° 07' 49" West a distance of 140.50 feet more or less to the Point of Beginning of the parcel of land herein above described.

Saving and Excepting therefrom that portion lying within the boundaries of the lands shown on the map of Clover Springs Phase 2, filed in the office of the County Recorder of Sonoma County on February 10, 1999 in Book 589 of Maps at Pages 23 through 34, Sonoma County Records.

Parcel Two:

Lying within Section 24, Township 11 North, Range 11 West, M.D.M., and being a portion of the lands of Cloverdale Land Partners II, a Limited Partnership, as described in deed recorded as Document No. 89-050365, Sonoma County Records, and being more particularly described as follows:

Beginning at a point on the Southerly line of said lands of Cloverdale Land Partners II which bears South 89° 35' 53" West a distance of 1099.01 feet from a angle point on said Southerly line, said angle point being marked by a 2" iron pipe with brass cap marking the East 1/4 corner of said Section 24; thence from said Point of Beginning South 89° 35' 53" West along the Southerly line of the Northeast 1/4 of Section 24, a distance of 1519.01 feet to the center of said Section 24; thence North 00° 56' 00" East along the Westerly line of the Northeast 1/4 of said Section 24 a distance of 1328.15 feet to a point on the Northerly line of the lands of Cloverdale Land Partners II, said point being the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 24, and from which a 3/4" iron pipe with brass cap marking the North 1/4 corner of said section 24 bears North 00° 56' 00" East a distance of 1328.15 feet; thence South 89° 54' 08" East along said Northerly line a distance of 1046.71 feet to a point in the center of the South branch of Porterfield Creek; thence along the centerline of said creek the following courses: South 57° 57' 12" East a distance of 87.09 feet; South 68°

07° 45" East a distance of 60.95 feet; South 61° 41' 49" East a distance of 72.91 feet; South 55° 38' 23" East a distance of 64.31 feet; South 79° 48' 50" East a distance of 103.83 feet; South 53° 47' 42" East a distance of 98.23 feet; South 74° 23' 50" East a distance of 71.38 feet; South 69° 03' 53" East a distance of 102.74 feet; South 76° 53' 27" East a distance of 90.86 feet; North 62° 03' 40" East a distance of 46.03 feet; North 68° 35' 15" East a distance of 23.16 feet; South 45° 15' 32" East a distance of 10.85 feet; South 67° 44' 23" East a distance of 49.52 feet; thence leaving the centerline of said creek South 01° 29' 21" East a distance of 237.42 feet to a point; thence South 57° 24' 46" West a distance of 113.79 feet to a point; thence along a curve to the left from a tangent that bears South 47° 42' 46" East, having a radius of 478.00 feet, a central angle of 010° 47' 16", an arc length of 90.00 feet, and a chord which bears South 53° 06' 25" East to a point; thence South 21° 35' 53" West a distance of 350.00 feet to a point; thence South 52° 35' 53" West a distance of 150.00 feet to a point; thence South 17° 35' 53", West a distance of 270.00 feet more or less to the Point of Beginning of the parcel of land herein above described.

Saving and Excepting therefrom that portion lying within the boundaries of the lands shown on the map of Clover Springs Phase 2, filed in the office of the County Recorder of Sonoma County on February 10, 1999 in Book 589 of Maps at Pages 23 through 34, Sonoma County Records.

APN: 115-230-041 and 115-230-042

Tract Two

Lying within Section 24, Township 11 North, Range 11 West, M.D.M., and being a portion of the lands of Cloverdale Land Partners II, a limited partnership, as described in Deed recorded as Document No. 89050365, Sonoma County Records, and being more particularly described as follows:

Beginning at a 2" iron pipe and brass cap marking the West 1/4 corner of said Section 24 and tagged L.S. 3665, said 1/4 corner being on the Westerly line of the aforementioned lands of Cloverdale Land Partners II; thence from said point of beginning North 02° 59' 05" East, along the Westerly line of said lands of Cloverdale Land Partners II a distance of 1336.96 feet to the Northwesterly corner of said lands, said corner being marked by a 1/2" iron pipe tagged L.S. 3665; thence North 89° 44' 49" East along the Northerly line of said lands a distance of 2633.16 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 24 and from which a 3/4 pipe with brass cap marking the North 1/4 corner of said Section 24 bears South 00° 56' 00" West a distance of 1328.15 feet; thence from said Northeast corner South 00° 56' 00" West line of the Northeast 1/4 of said Section 24 a distance of 1328.15 feet to the center of said Section 24; thence North 89° 35' 53" East along the Southerly line of the Northeast 1/4 of said Section 24 a distance of 1309.01 feet to the Northwest corner of the lands of Comazzi as described by Deed recorded in Book 2762 of Official Records at Page 525, Sonoma County Records; thence South 00° 58' 24" West along the common line of said lands of Comazzi and Cloverdale Land Partners II a distance of 1279.39 feet to a point in the Northerly line of that Parcel Map filed in Book 166 of Maps at Pages 32 and 33, Sonoma County Records from which a 1/2" iron pipe in the Northerly line of Parcel 3 of said Parcel Map bears North 89° 31' 36" East a distance of 42.71 feet; thence South 89° 3' 36" West along the Northerly line of said Parcel Map a distance 402.23 feet to a 1/2" iron pipe tagged R.C.E. 10430 marking the Northwest corner of said Parcel 3; thence continuing along said Northerly line South 89° 31' 43" West a distance of 875.80 feet to a 1/2" iron pipe tagged R.C.E. 10430; thence continuing along said Northerly line South 89° 31' 55" West a distance of 350.03 feet to a 1/2" pipe tagged R.C.E. 10430; thence continuing along said Northerly line South 89° 32' 44" West a distance of 969.02 feet to a 1/2" iron pipe tagged R.C.E. 10430, said point being the Northwesterly corner of said Parcel Map; thence South 00° 06' 00" West along the Westerly line of said Parcel Map a distance of 38.39 feet to the Northwesterly corner of the lands of Sanders as described by Deed recorded as Document 90-008322, Sonoma County Records; thence South 89° 42' 12" West along the common line of said lands of Sanders and the lands of Cloverdale Land Partners II a distance of 1371.09 feet to the common Westerly corner of said lands of Sanders and said lands of Cloverdale Land Partners II; thence North 00° 00' 34" West along the Westerly boundary of said lands of Cloverdale Land Partners II a distance of 1317.78 feet, more or less, to the point of beginning of the parcel of land herein above described.

APN: 115-230-026

ATTACHMENT 6

**CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)
OF REAL PROPERTY BY THE
BOARD OF DIRECTORS OF THE
SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT**

This is to certify that the interests in real property conveyed by the Recreation Covenant dated _____ from the City of Cloverdale, a California Municipal Corporation, to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. _____ of the Board of Directors, dated _____ and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation and
Open Space District

Dated: _____

By: _____
David Rabbitt, President
Board of Directors

ATTEST:

Clerk of the Board of Directors

ATTACHMENT 7

SONOMA COUNTY
AGRICULTURAL
PRESERVATION
& OPEN SPACE
D I S T R I C T

NOTICE OF EXEMPTION
CALIFORNIA ENVIRONMENTAL QUALITY ACT

PROJECT TITLE: Clover Springs Recreation Conservation Covenant

PROJECT LOCATION: Sky View Drive
Cloverdale, California

PROJECT DESCRIPTION: Acquisition and acceptance of a recreation conservation covenant over 250 acres by the Sonoma County Agricultural Preservation and Open Space District obligating the City of Cloverdale to maintain and operate the Clover Springs Park and Open Space Preserve for low-intensity public outdoor recreation and education in perpetuity; execution of a funding agreement in accordance with which Sonoma County Agricultural Preservation and Open Space District will reimburse the City of Cloverdale for the design and, upon further approval, construction of trails and related improvements to allow for public access to the property.

PUBLIC AGENCY APPROVING PROJECT: Sonoma County Agricultural Preservation and Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401-4850

PUBLIC AGENCY CONTACT: Kristine Atkinson, (707) 524-7360
Assistant Planner

EXEMPT STATUS:

- Ministerial** (Section 15073)
- Declared Emergency** (Section 15071(a))
- Emergency Project** (Section 15071(b) & (c))
- Categorical Exemption** pursuant to Section(s) 15316, acquisition of land in order to establish a park where the land is in a natural condition and 15316(a) a management plan for the park has not been prepared; pursuant to Section 15325(f), to preserve open space or lands for park purposes, respectively, of California Environmental Quality Act (CEQA); pursuant to Section 15061(b)(3), activity not creating possibility of effect on the environment; and pursuant to Section 15378, a fiscal activity not committing to a particular plan.

REASONS WHY PROJECT IS EXEMPT: The acquisition of a recreation conservation covenant over the Clover Springs property is exempt pursuant to Section 15316(a) of Title 14 of the California Code of Regulations, and alternatively, is exempt pursuant to Section 15325(c) and (F) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to obligate the City of Cloverdale to keep the Property open to the public in perpetuity as a park and open space preserve. The execution of the funding agreement is exempt pursuant to Section 15061(b)(3) because the agreement, which does not commit the public agency to any specific use of the property, cannot effect the environment, and alternatively, is not a “project” pursuant to Section 15378(b)(4) because the agreement is a funding mechanism that does not yet

ATTACHMENT 7

involve commitment to a specific project which may result in a potentially significant physical impact on the environment.

THIS NOTICE OF EXEMPTION IS BEING FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT.

William J. Keene, General Manager
SCAPOSD