

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

TUESDAY

August 12, 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 22)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 3)

PRESENTATIONS AT THE BOARD MEETING

1. Adopt a Gold Resolution honoring Judge Henry B. Lasky, (Retired), for his ten years of exemplary volunteer service on the Advisory Council to the Sonoma County Area Agency on Aging. (Second District)
2. Adopt a Gold Resolution honoring the Russian River Health Center on the occasion of their 40th Anniversary (Fifth District)
3. Presentation of the Bay Area Air Quality Management District's Great Race for Clean Air 2014 Trophy to the Climate Protection Campaign. (Third District)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

4. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute "as needed" professional services agreements for economic value of conservation with (1) Abt Associates in the not-to-exceed amount of \$130,000; (2) Highland Economics in the not-to-exceed amount of \$130,000; and (3) Stratus Consulting in the not-to-exceed amount of \$30,000, utilizing funds from three grant funding sources (the Moore Foundation, Bechtel Foundation, and the State Coastal Conservancy) for a term of July 22, 2014 through July 22, 2017, or until funds are expended.

BOARD OF SUPERVISORS

5. Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotion activities for Fiscal Year 2014-15: Valley of the Moon Vintage Festival \$2,500; Actors' Theater for Children, \$600; Sonoma Valley Vintners & Growers Foundation, \$3,000; Sonoma Valley Mentoring Alliance, \$1,500. (First District)
6. Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotion activities for Fiscal Year 2014-15: Arlene Francis Foundation for the Shakespeare in the Cannery festival in Railroad Square, \$1,000. (Third District)

CONSENT CALENDAR

7. Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotion activities for Fiscal Year 2014-15: Geyserville Chamber of Commerce for Tree Lighting and Tractor Parade of Lights event, \$500; Slow Food Russian River, \$500. (Fourth District)

CLERK-RECORDER-ASSESSOR

8. Authorize the County Clerk-Recorder-Assessor to execute an agreement with BMI Imaging Systems, Inc. for web hosting services for the period of August 1, 2014 through July 31, 2017, in the amount of \$82,800, with an option to renew for two additional one (1) year terms.

COUNTY ADMINISTRATOR

9. Financing Plan for the Implementation of the Long-Term Roads Plan and Adoption and Calling of Special Election for Transactions and Use Tax Ordinance Plan -
- (A) Adopt an Ordinance, the “Sonoma County 2015 Transactions and Use Tax Ordinance,” imposing a general countywide transactions and use tax of one-quarter of one percent for a period not to exceed twenty years pursuant to the authority granted by Revenue and Taxation Code Section 7285. (Second Reading – Ready for Adoption) (4/5 vote required)
- (B) Adopt a Resolution declaring an emergency and calling a special election to submit to the voters of Sonoma County the proposed quarter-cent general sales tax measure entitled the Sonoma County 2015 Transactions and Use Tax Ordinance, and ordering that the special election be consolidated with the general law city election to be conducted on March 3, 2015. (Unanimous vote required)
- (C) Adopt the recommended Advisory Measure. (Majority vote required)
- (D) Adopt a Resolution calling for a special election to submit to the voters of Sonoma County an advisory measure on the proposed distribution of any new transactions and use tax funds raised by the Sonoma County 2015 Transactions and Use Tax Ordinance if the voters approve the measure. (Majority vote required)

GENERAL SERVICES / TRANSPORTATION AND PUBLIC WORKS
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
COMMUNITY DEVELOPMENT COMMISSION
SONOMA COUNTY WATER AGENCY

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

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

COMMUNITY DEVELOPMENT COMMISSION

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

11. Consider whether to Authorize the Executive Director of the Sonoma County Community Development Commission to execute a license agreement with Mario Uribe for installation of a mural on a building at the Commission-owned property at 665 Sebastopol Rd., Santa Rosa, with a term not-to-exceed the earlier of the building demolition date or one year from date of execution, in substantially the form on file with the Clerk of the Board, and to execute subsequent amendments to the agreement to make minor, non-substantive changes.

CONSENT CALENDAR

GENERAL SERVICES

12. Approve the project plans and specifications for the Main Adult Detention Facility Wastewater Pre-Treatment System Project and authorize the Chair to execute a construction contract with AE Nelson Construction Inc. in the amount of \$468,350, with construction to be completed by December 21, 2014.
13. Authorize the Chair to execute a contract for design services for removal and replacement of the roof on the Main Adult Detention Center in the amount of \$154,030, with a term through December 31, 2014.
14. Lease extensions with the State of California Administrative Office of the Courts for Fleet Building and parking facilities at the County Administration Center -
(A) Authorize the Chair to execute amendments to extend the terms of the following agreements, through April 30, 2016:
 - (1) Lease Agreement with the Judicial Council of California, Administrative Office of the Courts for premises located at 2688 Ventura Avenue, Santa Rosa (the Fleet Building);
 - (2) Lease Agreement with the AOC for premises located at 600 Administration Drive, Santa Rosa (the Old Jail);
(B) Authorize the Chair to execute a Parking License Agreement with the Judicial Council of California, through April 30, 2016, for premises located at Russell Avenue, Santa Rosa (P20 Parking Lot).
15. Authorize the Director of General Services to execute a License Agreement for overflow parking for Sonoma Harvest Wine Auction at 7425 Rancho Los Guilicos Road, Santa Rosa, on August 31, 2014. (First District)

HUMAN SERVICES

16. Authorize the Director of Human Services to execute agreements with the University of California, Davis Extension to provide Eligibility, Child Welfare, and Adult Services training to Human Services Department staff for the period of July 1, 2014 through June 30, 2015 for a total net contract value of \$207,375. All costs for this program are fully reimbursed by the state resulting in a zero net cost to the department.

TRANSPORTATION AND PUBLIC WORKS

17. Award of contract for the 2014 Pavement Preservation Program Full Depth Reclamation -
(A) Approve the plans and specifications for the 2014 Pavement Preservation Program Full-Depth Reclamation C14020.
(B) Award the contract to low bidder Ghilotti Construction Company in the amount of \$4,526,970.60 and authorize the Chair to execute the construction contract C14020. (First and Fifth Districts)
18. Authorize the Chair to execute a First Amendment to the lease agreement of REACH-CSC LLC, with the tenant upon the Airport property. (Fourth District)(4/5 vote required)

CONSENT CALENDAR

19. Approve a Resolution authorizing the Chair to execute an agreement for the purchase and sale of real property, including payment of \$11,182; accept a grant deed, and land; and take other necessary actions to acquire lands of Sonoma County Agricultural Preservation and Open Space District (APN 059-230-074 & 040) for the Airport Boulevard at Fulton Road Signalization Project. (Fourth District)
20. Authorize the Chair of the Board and Public Works to execute Contract Change Order 17 with Gordon N. Ball for the Porter Creek Bridge Replacement (C00028) in the amount of \$58,143 resulting in a total authorized contract amount of \$5,274,170. (First and Fourth Districts)

APPOINTMENTS/REAPPOINTMENTS

(Items 21 through 22)

21. Approve the Appointment of Ryan Lely to the Sonoma Valley Citizens Advisory Commission (Springs East) for a term of four years beginning August 12, 2014 and ending August 12, 2018. (First District).
22. Approve the Appointment of Patty Murphy-Mercer to the Sonoma County Regional Parks Foundation for a term of two years beginning September 1, 2014 and ending September 1, 2016. (Fourth District)

IV. REGULAR CALENDAR

(Items 23 through 24)

ECONOMIC DEVELOPMENT BOARD

23. Receive a Report entitled “The Economic Impact of Equestrian Activities in Sonoma County 2014” from the Center for Regional Economic Analysis at the School of Business and Economics at Sonoma State University.

TRANSPORTATION AND PUBLIC WORKS DEPARTMENT

24. Pursuant to Government Code, Section 7522.56, approve the appointment of Mr. Arcady as an Engineering Technician III 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 13, 2014.

V. CLOSED SESSION CALENDAR

(Item 25)

25. 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)).

11:00 A.M. - RECONVENE FROM CLOSED SESSION

26. Report on Closed Session.

27. **11:00 A.M. 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.)

28. Permit and Resource Management Department: Review and possible action on the following:
Acts and Determinations of Planning Commission/Board of Zoning Adjustments
Acts and Determinations of Project Review and Advisory Committee
Acts and Determinations of Design Review Committee
Acts and Determinations of Landmarks Commission
Administrative Determinations of the Director of Permit and Resource Management

29. **ADJOURNMENTS**

NOTE: The next regular meeting will be held on August 19, 2014.

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

1. August 19th (PM) - Use Permit for a large residential community care facility.
2. September 9th (PM) - Board of Zoning Adjustments' approval -Belden Barns Winery.
3. September 16th (PM) - Jenner Water District Prop 218.
4. September 23rd (AM) – Adoption of Jenner Water District.



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: August 12, 2014

Vote Requirement: Majority

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 Recognizing and Honoring Judge Henry B. Lasky, (Ret.) for his Ten Years of Exemplary Volunteer Service Representing the Second District on the Advisory Council to the Sonoma County Area Agency on Aging.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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



County of Sonoma
State of California

Date: August 12, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Recognizing and Honoring Judge Henry B. Lasky (Ret) for his
Ten Years of Exemplary Volunteer Service Representing the Second District on the
Advisory Council to the Sonoma County Area Agency on Aging**

Whereas, Judge Henry B. Lasky (Ret.) was appointed to the Advisory Council to the Sonoma County Area Agency on Aging in 2004 serving ten years as an exemplary volunteer commissioner; and

Whereas, Judge Lasky held numerous positions of leadership on the Council, including serving as chair twice, and terms as Vice Chair and Secretary, he served on the Legislative Committee for eight years including a year chairing the Committee, he served on the Executive Committee for seven years and the Planning and Funding Committee for four years; and

Whereas, in 2010, Judge Lasky received the prestigious Marge Ling Award for his leadership, commitment, knowledge and passion for senior issues; and

Whereas, Among his Advisory Council work, Judge Lasky served on the Transportation and Mobility Committee and also as a member of the Elder Abuse Protection Work Group whereby he made numerous public presentations on behalf of the council on the subject of elder abuse prevention; and

Whereas, Judge Lasky has participated in on-site monitoring of service providers, spoken to community groups presenting information on the Council and giving most generously of his time; and

Whereas, the Board of Supervisors wishes to extend its thanks to Judge Lasky for a lifelong sense of civic responsibility, as proven by his work as a federal administrative law judge in San Francisco, and the Western States, a commitment which he continued upon retirement.

Resolution #

Date:

Page 2

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors does recognize and honor Judge Henry B. Lasky (Ret) for his ten years of exemplary volunteer service representing the Second District on the Advisory Council to the Sonoma County Area Agency on Aging.

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 Agenda Date: August 12, 2014

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Efren Carrillo 565-2241

Supervisorial District(s):

Fifth District

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution honoring Russian River Health Center on the occasion of their 40th Anniversary (Fifth District)

Executive Summary:

The Russian River Health Center first opened its doors to the community of West Sonoma County in 1974, with Dr. Marc Babitz and Dr. Tom Novotny, supported by the National Health Service Corps, serving as its first Physicians. For 40 years, the Russian River Health Center have been recognized as an invaluable asset within the community and has continued to serve the growing and diverse needs of the people of West Sonoma County.

The Russian River Health Center, as part of West County Health Centers, offers full scope primary medical care, dental care, and mental health services to the people of West Sonoma County. The many health care programs they provide for families and children have been an essential part of the community's safety net for over four decades while providing employment for 155 professional staff dedicated to treating the whole person, coordination care, and managing chronic disease with efficiency and compassion to those most in need.

Fifth District Supervisor Efren Carrillo requests that the Board of Supervisors of Sonoma County recognize and commend the Russian River Health Center for 40 years of service to the people of West Sonoma County and its vision of healthy communities building relationships and partnerships that support health and well-being for all people.

Prior Board Actions:

None

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):

--

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: August 12, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing Russian River Health Center On Its 40th Anniversary

Whereas, Russian River Health Center was incorporated in 1973 by a local community group and opened its doors in 1974, Dr. Marc Babitz & Dr. Tom Novotny, supported by the National Health Service Corps, were its first Physicians. For 40 years, the RRHC has been recognized as an invaluable asset within the West Sonoma County Community; and

Whereas, in 1980 Dr. Marshall Kubota joined the Russian River Health Center and diagnosed the first case of HIV/AIDS in Sonoma County in 1986. Since then the HIV program has become a model in the integration of HIV care in a primary care setting. Today, Dr. Michelle Davey and Dr. Steve Bromer and the HIV team continue to provide care to people affected by HIV while reducing the spread of HIV in our community by de-stigmatizing and expanding the availability of free HIV testing services; and

Whereas, the Russian River Health Center staff and health care providers have provided assistance above and beyond their normal everyday operations during times of need in their community such as the floods of 1986, 1995, 1997, and 2006 and have played a key role in the recovery process; and

Whereas, in 1995 the Russian River Health Center opened a dental program which continues to be the only dental clinic in western Sonoma County serving uninsured and Medi-Cal patients. In 2013 the Russian River Dental Clinic had 5,820 patient visits; and

Whereas, in 2000 the Russian River Health Center merged with Occidental Area Health Center to become West County Health Centers, Inc. with a service area covering 700 hundred square miles stretching from Fort Ross to Valley Ford and from the Pacific coastline into Sebastopol, with an estimated population of 60,000; and

Whereas, in 2002 Executive Director, Mary Szecsey completed an extensive facility improvement program adding an elevator, 6 new rooms, and doubling size of the waiting room at Russian River Health Center, as well as expanding to offer on-site

Resolution #

Date:

Page 2

Mental Health Services; and

Whereas, since its inception the Russian River Health Center has provided medical care and compassion for homeless people. Today, the health center cares for more than 200 chronically homeless patients; and

Whereas, the Russian River Health Center had 11,282 medical visits, 5,820 dental visits, and 3,600 mental health visits in 2013 and continues to provide healthcare services to its patients, 90% of whom are low-income or uninsured; and

Whereas, in the first six months of implementation of the Affordable Care Act, the Russian River Health Center has supported the West County Health Centers in assisting more than 3,600 people with the application process. Over 900 applications were submitted and more than 750 previously uninsured people gained access to health care coverage. Sonoma County has one of the highest enrollment levels in the State including many young people and adults who have been without a source of coverage for decades; and

Whereas, Russian River Health Center is a vital institution in our community. The many health care programs they provide for families and children have been an essential part of the community's safety net for over four decades while providing employment for 155 professional Staff dedicated to treating the whole person, coordination care, and managing chronic disease with efficiency and compassion to those most in need; and

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma formally recognizes and commends the Russian River Health Center for 40 years of service to the people of West Sonoma County and its vision of healthy communities building relationships and partnerships that support health and well-being for all people.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

RUSSIAN RIVER
HEALTH CENTER



1974 - 2014

celebrating forty years

Please Join
West County Health Centers
To celebrate the
Russian River Health Center's
40TH ANNIVERSARY OPEN HOUSE

on Friday, August 15th
from 5-7pm

Russian River Health Center
16319 Third Street
Guerneville, CA 95446

To RSVP please call 707-869-5977 ext. 3313
or email jneeley@wchealth.org



West County Health Centers

Caring for our Communities

a california *health*.center

wchealth.org

RUSSIAN RIVER HEALTH CENTER • OCCIDENTAL AREA HEALTH CENTER

SEBASTOPOL COMMUNITY HEALTH CENTER

FORESTVILLE WELLNESS CENTER • FORESTVILLE TEEN CLINIC

MENTAL HEALTH SERVICES • RUSSIAN RIVER DENTAL CLINIC

www.wchealth.org



IF YOU ARE UNABLE TO ATTEND BUT WOULD LIKE TO SHOW YOUR SUPPORT, PLEASE VISIT WWW.WCHEALTH.ORG TO MAKE A DONATION!

*Russian River Health Center
Accomplishments in 40 year History
County of Sonoma*

- Whereas, Russian River Health Center was incorporated in 1973 by a local community group and opened its doors in 1974. Dr. Marc Babitz & Dr. Tom Novotny, supported by the National Health Service Corps, were its first Physicians. For 40 years, the RRHC has been recognized as an invaluable asset within the community and has continued to serve the growing and diverse needs of the people of West Sonoma County.
-
- Whereas, in 1980 Dr. Marshall Kubota joined the Russian River Health Center after completing his residency at the Santa Rosa Family Practice Residency. Dr. Kubota diagnosed the first case of HIV/AIDS in Sonoma County in 1986 at the health center. Since then our HIV program has become a model and a leader in the integration of HIV care in a primary care setting. Today, HIV specialists Dr. Michelle Davey and Dr. Steve Bromer and the HIV team continue to provide care to people affected by HIV and reduce the spread of HIV in our community by de-stigmatizing and expanding the availability of free HIV testing services.
-
- Whereas the Russian River Health Center staff and health care providers have provided assistance above and beyond their normal everyday operations during times of need in their community such as the floods of 1986, 1995, 1997 and 2006 and have played a key role in the recovery process.
-
- Whereas, in 1995 the Russian River Health Center opened a dental program which continues to be the only dental clinic in western Sonoma County serving uninsured and Medi-Cal patients. In 2013 the Russian River Dental Clinic had 5,820 patient visits.
-
- Whereas, in 2000 the Russian River Health Center merged with Occidental Area Health Center to become West County Health Centers, Inc. with a service area covering 700 hundred square miles stretching from Fort Ross to Valley Ford and from the Pacific coastline into Sebastopol, with an estimated population of 60,000.
-
- Whereas, in 2002 Executive Director, Mary Szecsey completed an extensive facility improvement program adding an elevator, 6 new rooms, and doubling size of the waiting room at Russian River Health Center, as well as expanding to offer on-site Mental Health Services.
-
- Whereas, since its inception the Russian River Health Center has provided medical care and compassion for homeless people. Today, the health center cares for more than 200 chronically homeless patients.
-
- Whereas, the West County Health Centers will provide over \$600,000 in uncompensated care to uninsured patients in 2014. The Russian River Health Center had 11,282 medical

visits, 5,820 dental visits, and 3,600 mental health visits in 2013 and continues to provide healthcare services to its patients, 90% of whom are low-income or uninsured.

-
- Whereas, since its inception, the Russian River Health Center has grown to become one of the finest community-based healthcare organizations in Sonoma County, providing high quality, comprehensive health services, particularly to the growing number of underserved and marginalized populations in the area.
-
- Whereas in 2014, West County Health Centers completed a solar installation project at their two sites in Guerneville, the Russian River Health Center and the Russian River Dental Clinic, greatly reducing their energy bills and allowing them to direct more resources to patient care while caring for our environment by using renewable energy. The solar project was funded through a \$350,000 Federal HRSA facilities improvement grant.
-
- Whereas West County Health Centers continues to be an economic driver for the communities where they operate in western Sonoma County, employing 155 professional staff, 60 of whom are full time employees at our sites in Guerneville. West County Health Centers' multi-disciplinary team is made up of physicians, dentists, family nurse practitioners, nurses, medical assistants, therapists, social workers, case managers, access coordinators, front office and administrative staff dedicated to treating the whole person, coordinating care and managing chronic disease, at the same time reducing unnecessary, avoidable and wasteful use of healthcare resources.
-
- Whereas, In the first six months of implementation of the Affordable Care Act, West County Health Centers assisted more the 3,600 people with the application process. Over 900 applications were submitted and more than 750 previously uninsured people gained access to health care coverage. Sonoma County has one of the highest enrollment levels in the State including many young people and adults who have been without a source of coverage for decades.
-
- Whereas, Russian River Health Center is a vital institution in our community. The many health care programs they provide for families and children have been an essential part of the community's safety net for over four decades.
-
- Now, Therefore, Be It Resolved, that the Board of Supervisors of the County of Sonoma formally recognizes and commends the Russian River Health Center for 40 years of service to the people of West Sonoma County and its vision of healthy communities building relationships and partnerships that support health and wellbeing for all people.



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 of Sonoma County

Board Agenda Date: August 12, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane

Supervisorial District(s):

Third

Title: Bay Area Air Quality Management District Great Race for Clean Air Award Presentation

Recommended Actions:

Supervisor Shirlee Zane, as a Director for the Bay Area Air Quality Management District, will present the award for a Sonoma County winner, Climate Protection Campaign, in the District's Great Race for Clean Air 2014.

Executive Summary:

Annually, the Bay Area Air Quality Management District sponsors the Great Race for Clean Air. The Great Race for Clean Air is a two-month competition between Bay Area employers to see who could reduce the most CO₂ by encouraging their employees to use commute alternatives such as public transit, carpooling, vanpooling, bicycling and walking – anything but driving alone to work. During the months of March and April, 1,007 employees from 70 Bay Area companies logged in their air-friendly commutes. Approximately 773,225 pounds of CO₂ were saved by employees who chose not to drive to work alone. This savings is equivalent to preventing a passenger vehicle from driving more than 835,000 miles.

Awards have been announced in three categories, highest CO₂ savings, highest level of employee participation and highest per cent of Clean Commute Days. Sonoma County's own Climate Protection Campaign is a 2014 trophy winner of the Great Race for Clean Air, and was recognized for having one of the highest participation rates among the competitors. Climate Protection Campaign tied for 2nd place in the "mini" employer category (1-25 employees).

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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	\$ NA	Total Sources	\$ NA

Narrative Explanation of Fiscal Impacts (If Required):

--

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

--

Attachments:

--

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

--



County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: August 12, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Karen Gaffney, 565-7344

Supervisory District(s):

Countywide

Title: Focused Ecosystem Services Valuation Agreements

Recommended Actions:

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District (District) to execute "as needed" professional services agreements for economic value of conservation with (1) Abt Associates in the not-to-exceed amount of \$130,000; (2) Highland Economics in the not-to-exceed amount of \$130,000; and (3) Stratus Consulting in the not-to-exceed amount of \$30,000, utilizing funds from three grant funding sources (the Moore Foundation, Bechtel Foundation, and the State Coastal Conservancy). The terms of these agreements shall extend from July 22nd, 2014 through July 22nd, 2017, or until funds are expended.

Executive Summary:

BACKGROUND

The District is continuing its work to generate economic data and analyses regarding the multiple benefits of conservation, using grant funds awarded to the District and its partners by the Gordon and Betty Moore Foundation, the Bechtel Foundation and the State Coastal Conservancy, totaling \$1.01 million. This funding was awarded to document and analyze the economic benefits associated with the protection of natural areas and working landscapes in Santa Cruz, Santa Clara, and Sonoma counties. All three counties are working collaboratively to ensure that the results are relevant regionally and will strengthen the conservation work in the Bay Area at large. Benefits from conservation to be evaluated include clean, reliable drinking water; protection from natural hazards such as floods and coastal storm surge; carbon sequestration and climate change resiliency; long-term food security; pollination services; recreation and tourism; public health benefits, and many others. These topics are being analyzed in the first phase of this project, to be completed by Earth Economics, in a \$575,000 contract awarded by the Board in November 2012. In this first phase, the analysis and subsequent report will yield a countywide screening view of the data generated available for the entire county, and in parallel efforts underway in Santa Clara and Santa Cruz Counties. The final report and detailed economic data for this first phase are expected to be delivered this fall. The second phase of this project is to hone in on local examples and

use additional economic methods and analysis to produce additional new data to demonstrate the multiple benefits of conservation. Similar reports are being completed by our partners in Santa Cruz and Santa Clara Counties. We expect that these regional data will inform local decision making and will result in state and national legislation and funding that supports additional investments in conservation, benefitting both Sonoma County and the region.

FOCUSED ECOSYSTEM SERVICES VALUATION

In order to make local connections to the high-level data generated in phase I of this project, the District plans to complete focused ecosystem service valuations. In this second phase of the work, the District will demonstrate to local residents, businesses, and policymakers the wide range of services and benefits that working landscapes and natural areas provide in economic terms. These benefits can be quantified and monetized, providing economic values for specific conservation actions, as well as the ripple effect of jobs and markets derived from those conservation actions in our community. One tool the District will use is focused ecosystem service valuation, designed to demonstrate how a specific geographic area, natural feature, system or property benefits the public at large due to the ecosystem services provided and protected. These valuations will look at focused areas of District and County investment and describe the monetary benefits resulting from the ecosystem services provided by that geographic area or natural system.

District staff worked with partners such as Regional Parks, the Agricultural Commissioner, the Sonoma County Water Agency, the University of California Cooperative Extension, Sonoma Land Trust, and other NGO and agency partners to develop a list of studies which would highlight these ecosystem service benefits and economic values provided by conservation. Using this input, staff constructed a Request for Proposals (RFP) and distributed it nationally.

The District received 14 proposals, including internationally and nationally recognized firms. Two of the proposals were based in Sonoma County, three within other areas of California, and the remainder throughout North America. Proposals were scored by three independent reviewers using established evaluation criteria. The District selected multiple qualified firms – including a Sonoma County firm - to remain on a “preferred providers” list for the next three years. Of these, the following three contracts are recommended for award at this time:

Abt Associates

Abt Associates specializes in sophisticated economic and environmental analysis, integrating analyses across disciplines, conducting benefit-cost analysis of environmental programs, and ecosystem service valuation.

Contract Amount: Not to exceed \$130,000

Relevant Expertise: Developing and applying methods to measure and value changes associated with environmental and natural resource management actions.

Scope of Work and/or Studies to Complete: Economic value of parks and open space on the Sonoma coast, hedonic model to estimate how much homeowners are willing to pay to live in the vicinity of parks, riparian buffers and other open space types (e.g., farm land), and general project support.

Highland Economics

Highland Economics specializes in the economics of natural resources and the environment, including valuation of natural resources and ecosystem services, and comprehensive environmental cost benefit analysis.

Contract Amount: Not to exceed \$130,000

Relevant Expertise: Cost benefit analyses of incorporating ecosystem service values, economic value of flood control by natural systems, value of open space and natural areas for recreation, the health, social, and economic benefits of urban green infrastructure, value of carbon sequestration from maintaining and restoring ecosystems, economic value and regional economic benefits of groundwater recharge

Scope of Work and/or Studies to Complete: The economic value and return on investment of riparian corridor conservation, the economic valuation and return on investment from public agricultural conservation investments, economic benefits of land conservation for groundwater recharge, and benefits of conservation to agriculture and the agricultural economy, and general project support.

Stratus Consulting

Stratus Consulting provides services to support environmental economics and management, environmental science, environmental information management, climate change adaptation, and policy analysis. This contract includes several subcontractors to provide targeted expertise on certain topics.

Contract Amount: Not to exceed \$30,000

Relevant Expertise: Environmental research and consulting, focusing on environmental economics and management

Scope of Work and/or Studies to Complete: General project support (peer review, additional data requirements, research)

The terms of these agreements shall extend from August 12th, 2014 through August 12th, 2017, or until funds are expended.

Prior Board Actions:

On December 13, 2011 the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District authorized the General Manager of the District to enter into a grant agreement with the Gordon and Betty Moore Foundation in the amount of \$750,000 (income) and an agreement with the Santa Cruz County RCD in the amount of \$194,000 (expenditure). On November 20, 2012 the Board authorized the General Manager of the District to enter into agreements with (1) Earth Economics for \$576,000 and (2) Alnus Ecological for \$35,000 for the development of countywide economic data to evaluate the financial benefits of conservation actions and the return on investment associated with these actions. Also in November 2012, the Board authorized the General Manager to enter into a contract with Santa Clara County Open Space Authority (SCCOSA) for SCCOSA to provide \$187,000 to the District to cover costs associated with the Earth Economics and Alnus Ecological contracts (income).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This work supports Board Strategic Plan Goal 2: Economic and Environmental Stewardship as well as Goal 3: Invest in the Future. The data and analyses derived from this work will promote conservation and environmental stewardship and will provide the District with new tools to educate stakeholders and promote its mission.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 290,000	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 290,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 290,000	Total Sources	\$ 290,000

Narrative Explanation of Fiscal Impacts (If Required):

The District has budgeted for this expense in its FY 2013-14 budget for the conservation valuation program. Current expenditures for this program include an existing contract with Earth Economics (\$576,700), Alnus Ecological (\$35,000), and the Santa Cruz County RCD (\$194,000), totaling \$805,700. Including the contracts requested by this Board item, the current expenditures for this program are \$1,095,700. The funding sources for the program are the Gordon and Betty Moore Foundation (\$750,000), the Santa Clara Open Space Authority (\$186,899), California State Coastal Conservancy (pending, \$43,000 via Santa Cruz County RCD), the S.D. Bechtel, Jr. Foundation (pending, \$33,000), totaling \$1,012,899 in grant funding. The remaining approximately \$82,000 is District matching funds approved by the Board.

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. Request for Proposals: Focused Ecosystem Services Valuation Services
2. Agreement between the SCAPOSD and Abt Associates
3. Agreement between the SCAPOSD and Highland Economics
4. Agreement between the SCAPOSD and Stratus Consulting

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



Request for Proposal (RFP) FOCUSED ECOSYSTEM SERVICES VALUATION SERVICES

Introduction

The Sonoma County Agricultural Preservation and Open Space District (“District”) is requesting proposals to evaluate the economic value of a variety of natural landscapes and systems within Sonoma County. A county-wide ecosystem services valuation (ESV) report is currently being produced which will provide screening level data and analysis. However, the District desires to develop 10-15 geographically and/or topically focused valuations for use in decision making, outreach and education. These studies may utilize qualitative and quantitative methods and a variety of ecological economic methods. District staff have developed a list of 14 potential studies, and desires consultants to provide a proposed approach, methodology, timeline, and cost estimate for one or more of the studies. Four of these studies are considered “priority” and the District intends to complete these studies immediately. The remaining ten studies will be completed as funding and partners are available, likely over the next 18 months. Consultants may select as many or few of the studies as they are interested in, at one of three levels of detail/types of study as described in this RFP.

With respect to these services, the District desires to enter into an open-scope contract with one or more consultants for an amount not to exceed **\$150,000** to provide economic consulting services on an ‘as needed’ basis.

The scope of services and the process for procuring the consultant are outlined below; please submit a proposal by **5:00 pm** on **Friday, May 16th, 2014**.

District Background

In 1990, the voters of Sonoma County created the Sonoma County Agricultural Preservation and Open Space District to permanently protect the greenbelts, scenic viewsheds, farms and ranches and natural areas of Sonoma County. Situated on the northern edge of the rapidly urbanizing Bay Area, and facing the loss of natural and agricultural landscapes that define the county’s rural character, the visionary voters of Sonoma County recognized the need for proactive local funding for agricultural and open space protection. The Sonoma County Agricultural Preservation and Open Space District was one of the first districts in the country established to use funds generated from a voter-approved, quarter-cent sales tax to protect both agricultural and open space lands. The District was reauthorized in 2006 with over 76% of the vote. To date the District has protected over 100,000 acres via the purchase of conservation easements and fee title.

Project Background and Purpose

The District received a generous grant from the Gordon and Betty Moore Foundation to evaluate the economic benefits of conservation and educate decision makers and community leaders about these economic benefits in order to enhance and expand investment in conservation. This RFP will utilize a portion of this grant funding to focus on specific geographic areas within Sonoma County and/or ecosystem services provided by natural systems within Sonoma County.

District staff, in cooperation with local conservation partners, has developed a list of potential studies to be completed in an effort to produce accessible and understandable data and stories to illuminate the benefits of land conservation to decision makers and the general public. These studies are intended to focus on the economic benefits of land conservation, and the results generated from this work may be used as stand-alone documents or as information to support various District work products.

Description of Work

The attached list of studies (Attachments A & B) reflect the District's preliminary thinking on the most compelling and relevant topics and/or locations of study within the local community. These lists include study background and District questions. For each study on the attached lists, the District is interested in quantifying the economic benefits of land conservation in relation to jobs, water, public health, agriculture, fisheries, carbon sequestration, avoided GHG emissions, climate mitigation & adaptation, real estate values, recreation, natural disaster mitigation, tourism, etc. The District is interested in one or more study types:

1. Primary Valuation

- Determining a range of dollar amounts for a value held by a specific geographic area, land use, by a specific ecosystem service, or return on investment (ROI) from a conservation action.
- Will generate new quantitative data (economic or otherwise).
- Support for investment decisions and cost/benefit analyses.

2. Case Study

- A close examination of one topic, geographic area, land use, etc., utilizing concrete data and/or dollar amounts, all of which is wrapped into a succinct package for easy consumption.
- May generate new data, or simply "repackage" existing data to illustrate a point.
- Will provide close-to-home data and concepts.

3. Illustrative Example

- A story that may or may not include hard data or dollar amounts, but helps to illuminate an issue or topic of local importance.
- Presented as succinct stories that are accessible by the general public as well as decision makers.
- Would generate speaking points or short stories which could be woven into other reports or work products.

The District believes many of the studies listed in Attachment A & B could be completed at multiple levels of detail or types of study, and is interested in feedback from proposers (at the time of proposal) regarding the recommended level of detail or type of study to achieve the District's goals of increasing land conservation investment.

Further, the District has selected four studies that it desires to complete first, starting work immediately. These studies are considered “Priority Studies” and are listed in Attachment A. Generally speaking, these studies are expected to be completed sooner than those listed in Attachment B, and the District thus has a more developed sense of the scope and requirements for these priority studies. For this reason, the District requires more detailed and complete proposals for the studies listed in Attachment A. Please note, within each list there is no distinction between which studies are a higher priority or more likely to be completed.

For all potential studies, a wide range of partners have been consulted. Many local agencies and organizations have voiced support and have offered staff time, financial resources, and data to support these case studies. These agencies include the Sonoma County Water Agency, the Sonoma County Agricultural Commissioner’s Office, the Sonoma County Regional Parks Department, the Sonoma Land Trust, the University of California Cooperative Extension, the Coastal Conservancy and the Bechtel Foundation. It is expected that some of these studies will be jointly funded by the District and one or more additional partners, (such as those listed above), and all of the studies will be reviewed by other local experts outside of the District.

The District intends to help selected consultant(s) with data acquisition, though ultimately the responsibility to acquire the necessary data will be that of the consultant(s). The District will make available to the consultant(s) our library of GIS and other spatial data including countywide vegetation mapping data and LiDAR. Additionally, the consultant(s) will have access to an Ecosystem Services Valuation Report (currently in draft form, completed by Earth Economics), and the data supporting this report.

Lastly, the District recognizes that a potential consultant(s) may have a greater interest or expertise in some topics or studies than in others. The District does not presume to know all of the possible uses or plausible studies, and encourages proposals which generate new ideas. Further, the District has not determined the final output, product, or deliverable for all studies, and would be interested in consultant feedback and proposal(s). The District encourages potential consultants to be selective, and only provide proposal(s) for the study(s) they are most interested in.

Scope of Services

Task 1: Priority Study Proposal(s) as listed in Attachment A. For one or more of the four studies listed as “Priority Studies,” Consultant shall provide at least the following:

- A. General Approach.** Brief description of one or more approaches to answering the study question(s) and/or the depth of study proposer finds appropriate (Primary Valuation, Case Study, and/or Illustrative Example or a combination thereof). Further, many of the proposed studies list several research questions – proposers have the option of selecting one, some, or all of the questions to answer in their proposal (proposal should make it clear which question(s) are being addressed).
- B.** For each of the approaches proposed in Task 1(A), Consultant shall provide all of the following:
 - 1. Specific Methodology.** Describe what method(s) would be utilized to address the approach(s) selected.
 - 2. Data gap analysis.** List any known data needs and the planned usage for the study. This list need not be exhaustive, but is intended to demonstrate knowledge of the subject, geographic area, and depth of understanding of the needs of the study.

3. **Counter arguments.** Brief description of any known counter arguments and/or concerns regarding the validity or feasibility of the study.
4. **Study outputs/deliverables.** Brief description of the proposed output and/or deliverables for the study, including:
 - i. Sections, chapters, etc. with brief description of intended content
 - ii. Anticipated length of output/deliverable
5. **Timeline.** Timeline for completing project, broken down by discrete items or outputs, and factoring in known resource availability over the next 18 months.
6. **Additional Project Personnel.** Provide a list of any key project personnel above and beyond the individuals included in Section II of the proposal (Qualifications and Experience). Include a brief biography and qualifications for all personnel.
7. **Cost Estimate.** Estimated cost shown with approximate number of hours required to complete each study under this Task, and hourly rates for key persons. It is understood that this estimate will be a range of costs, in part based upon the actual data availability for each study and future clarifications of the scope of work by District staff.
8. **Assumptions included in Cost.** List of assumptions made to provide accurate costs such as number/length of in person meetings, conference calls, travel costs, etc.

Task 2: Potential Study Proposal(s) as listed in Attachment B. For one or more of the ten studies listed in Attachment B, Consultant shall provide at least the following:

- A. **General Approach.** Brief description of why proposer would utilize one or more approaches to answering the study question(s) and/or the depth of study proposer finds appropriate (Primary Valuation, Case Study, and/or Illustrative Example or a combination thereof). Further, many of the proposed studies list several research questions – proposers have the option of selecting one, some, or all of the questions to answer in their proposal (proposal should make it clear which question(s) are intended to be answered).
- B. For each of the approaches proposed in Task 2(A), Consultant shall provide any relevant information in order for the District to understand how the Consultant would complete the Task, including but not limited to the following:
 1. **Study outputs.** Brief description of the proposed output and/or deliverables for the study(s).
 2. **Timeline.** Timeline for completing the study, broken down by discrete items or outputs, and factoring in known resource availability over the next 18 months.
 3. **Additional Project Personnel.** Provide a list of any key project personnel above and beyond the individuals included in Section II of the proposal (Qualifications and Experience). Include a brief biography and qualifications.
 4. **Cost Estimate.** Estimated cost shown with approximate number of hours required to complete each study under this Task, and hourly rates for key persons. It is understood that this estimate will be a range of costs, in part based upon the actual data availability for each study.

Task 3: Additions, modifications, or alternative study(s) to studies listed in Attachment A/B. Given what you know about the conservation objectives of the District, please supplement the list of case studies with any additional studies/analyses which will articulate the benefits of land conservation. For any additions or modifications, please supply the following:

- A. An explanation of the addition, modification, or alternative study(s) with enough detail such that reviewers will have sufficient background to judge the usefulness and/or relevance of the proposed study

- B. Contact information for individual(s) potentially working on the study, for use in follow-up and preliminary questions (phone number and email)
- C. For each of the approaches or additional studies proposed in Task 3(A), Consultant shall provide any relevant information in order for the District to understand how the Consultant would complete the Task, including but not limited to the following:
 1. **Study outputs.** Brief description of the proposed output and/or deliverables for the study(s)
 2. **Timeline.** Timeline for completing the items detailed in Task 3(A), broken down by discrete items or outputs, and factoring in known resource availability over the next 18 months.
 3. **Additional Project Personnel.** Provide a list of any key project personnel above and beyond the individuals included in Section II of the proposal (Qualifications and Experience). Include a brief biography and qualifications.
 4. **Cost Estimate.** Estimated cost shown with approximate number of hours required to complete each study under this Task, and hourly rates for key persons. It is understood that this estimate will be a range of costs, in part based upon the actual data availability for each study.
 5. **Assumptions included in Cost.** List of assumptions made to provide accurate costs such as number/length of in person meetings, conference calls, travel costs, etc.

Contract Award Schedule

The following dates are subject to change. Prior to awarding any contract under this RFP, District staff will notify all known recipients of this RFP of any changes to the dates specified herein.

Release Request for Proposals (RFP)	Friday, April 25
Questions about RFP due	Friday, May 8
Proposals Due	Friday, May 16
Proposals Evaluated by District	Friday, May 30
Board of Directors Awards Contract <i>(subject to delay without notice to proposers)</i>	Tuesday, June 10

Questions

Proposers must submit any questions about this RFP in writing to the contact person: Alex Roa, Assistant Planner, at alex.roa@sonoma-county.org by **5:00 pm on Friday, May 8th, 2014.**

Corrections and Addenda

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. District staff will make modifications by addenda as indicated below to all known recipients of this RFP.
2. If a proposer fails to notify the contact person prior to the proposal submission due date of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded the Project they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by the District interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposal shall include a statement acknowledging that it reflects the addenda. If the proposer has previously submitted a proposal for the Project to the District, the proposer shall submit modifications separately. Failure to acknowledge the addenda or submit modifications to reflect the addenda per this paragraph may be cause for rejection of the proposal. Any oral communication by the contact person or any other District staff member concerning this RFP is not binding on the District and shall in no way modify this RFP or any obligations arising hereunder.

Proposal Submittal

- **Form:** Proposers must submit one (1) electronic copy as a PDF, and one (1) printed and signed original proposal. The digital copy may be delivered via email or CD or USB drive (CD/USB drive would become property of the District). Printed proposals must be enclosed in a sealed envelope or package and clearly marked "**PROPOSAL FOR FOCUSED ECOSYSTEM SERVICES VALUATION**". Proposals shall be submitted to:

Alex Roa, Assistant Planner (alex.roa@sonoma-county.org)
Sonoma County Agricultural Preservation and Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401
- **Due Date:** As indicated in the Project Schedule, proposals must be received **no later than 5:00 p.m. on May 16th, 2014**. The proposal submission due date is subject to change; all known recipients of this RFP will be notified of any changes in the proposal submission due date.
- **General Instructions:** To receive consideration, proposals shall be made in accordance with the following general instructions:
 - a) The completed proposal shall be without alterations or erasures.
 - b) No oral or telephonic proposals will be considered.
 - c) The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of

the work to be performed, and the requirements of the District, including all terms and conditions contained within this RFP.

- **Proposal Format and Contents:** For ease of review and to facilitate evaluation, the proposals should be organized and presented in the order requested as follows:

Section I - Organizational Information: Provide specific information concerning the firm in this section, including the legal name, address, and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name, telephone number, and email address of the person(s) in your company authorized to execute a contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing an agreement with the District must be individually liable for the completion of the agreed upon task(s) even when the areas of responsibility under the terms of the joint venture or association are limited.

Section II - Qualifications and Experience: Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably locally, and within the State of California. For any staff assigned to the task(s), provide detailed information regarding their qualifications and experience, including relevant projects and a brief resume. Additionally, provide a list of references for relevant projects completed within the past three years with current emails and phone numbers for appropriate contacts. *References are required.*

Section III – Task Proposals: Provide a proposal to address the services requested by the District, specifically Tasks 1, 2, and/or 3 (individually herein “Task”) in the above Scope of Services. A proposal may include the completion of some or all of the tasks, and for some or all of the potential case studies. The proposer may provide any additional information that the proposer deems relevant to this proposal in this section.

Section IV - Cost of Service: The District expects the Project to be billed on a time and materials basis; as such, the proposer is required to submit an hourly rate sheet defining hourly rates for all workers expected to perform work any assigned Tasks. The proposer is further required to submit a schedule of any other costs to be charged to the District, including but not limited to any materials or subcontractor mark-up rates, mileage rates, and equipment usage fees. The cost information provided must be sufficiently detailed to allow District to evaluate the likely cost of completing a Task later assigned under an awarded contract.

Section V - Identification of Subcontractors: Identify all subcontractors to be used for the completion of the Study(s). For each subcontractor listed, indicate (1) what products and/or services are to be supplied by that subcontractor; (2) what percentage of the overall scope of work that subcontractor is anticipated to perform; (3) the qualifications of each subcontractor and assigned staff to carry out the work; and (4) the subcontractor's costs of service as outlined in Section V below.

Section VI - Insurance: Include information on the firm's insurance coverage. Consultant will be required to submit proof of insurance and comply with all County insurance requirements as

described in Exhibit B of Attachment C: Sample Agreement. Securing this insurance is a condition of award for the Project.

Section VII - Additional Information: Include any other information you believe to be pertinent but not required.

Section VIII - Contract Terms: Include a statement that (i) the proposer has reviewed the Sample Agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal, and (iii) the proposer has reviewed and understands all terms relating to the Form of Agreement, as set forth below. A proposer taking exception to the District's Sample Agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the agreement may constitute grounds to reject the proposal.

Selection Process

1. All proposals received by the specified deadline will be reviewed by the District for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
2. District and County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a District or County employee who may be involved in the selection process shall advise the District of the name of said employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
 - a. Quality of the proposal;
 - b. Demonstrated knowledge of topics and methods;
 - c. Demonstrated ability to perform the services described;
 - d. Experience, qualifications and expertise;
 - e. Quality of work as verified by references and examples;
 - f. Costs relative to the scope of services;
 - g. A demonstrated history of providing similar services to comparable entities in a high quality manner;
 - h. Willingness to accept the District's contract terms; and,
 - i. Any other factors the evaluation committee deems relevant (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record).
4. The District may, during the evaluation process, request from any proposer additional information which the District deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.

5. Following staff review of proposals received, the District will select one or more consultants, issue a notice of intent to award to all known recipients of this RFP, and prepare a contract or contracts. The District reserves the right to seek other proposals if it deems it in the District's best interest at the time.

Protest Process

Any and all protests in connection with this solicitation or any related award of contract must be in writing and must comply with the timelines and procedures set forth at: <http://www.sonoma-county.org/purchasing/selling.htm>

General Information

1. Rules and Regulations

- a) The issuance of this solicitation does not constitute an award commitment on the part of the District, and the District shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.
- b) The District reserves the right to select the proposal which in its sole judgment best meets the needs of the District. ***The lowest proposed cost is not the sole criterion for recommending contract award.***
- c) The District reserves the right to reject any or all proposals or portions thereof if the District determines that it is in the best interest of the District to do so.
- d) The District may waive any deviation in a proposal. The District's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. The District reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The District further reserves the right to award the Project to the proposer or proposers that, in the District's judgment, best serves the needs of the District.
- e) The General Manager of the District, in consultation with the Conservation Planning Program Manager, reserves the right, at his/her sole discretion, to take any of the following actions at any time before selection: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the District. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
- f) All proposers submit their proposals to the District with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the General Manager (via delegation), or the Board of Directors.

- g) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the District, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such protection is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it. Examples of confidential materials include trade secrets. Each page desired to be kept confidential shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The District will consider a proposer's request for exemptions from disclosure; however, the District will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive.
- h) The District may, during the evaluation process, request from any proposer additional information which the District deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.
- i) An error in the proposal may cause the rejection of that proposal; however, the District may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the District will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the District may, at its sole option, correct an error based on that established content. The District may also correct obvious clerical errors. The District may also request clarification from a proposer on any item in a proposal that the District believes to be in error.
- j) At its sole discretion, the District reserves the right to issue multiple awards.
- k) Generally, the firm(s) selected by the Evaluation Committee will be recommended to the Board of Directors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.
- l) The District will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the District does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

"[Legal name of proposer] shall indemnify, defend and hold harmless the Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any

nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning, or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary, or otherwise not subject to disclosure as a public record."

2. Nonliability of County

The District shall not be liable for any pre-contractual expenses incurred by the proposer, the selected Consultant, or their subcontractors. By the submission of a proposal pursuant to this RFP, the submitted proposer agrees that District shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3. Proposal Alternatives

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may not be submitted.

4. Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the Evaluation Committee, any member of the Board of Directors, or any employee of the District, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through *ex parte* contact may be subject to rejection of their proposal.

5. Form of Agreement

- a) Upon execution of the agreement by both parties, all terms set forth therein shall become effective. No work shall be deemed authorized by the District or commenced by a selected proposer until both a master agreement and agreement memorandum with respect to a specific Project have been signed by both parties. Pursuant to Sonoma County Code Section 1-11, District personnel are without authorization to waive or modify agreement requirements.
- b) A Sample Agreement is included as Attachment B hereto. Proposers must be willing to provide the required insurance and accept the terms of the Sample Agreement. With few exceptions, the terms of the District's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
- c) Failure to address exceptions to the Sample Agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- d) Submission of additional contract exceptions after the proposal submission due date may result in rejection of the proposal.
- e) Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the District's sample agreement must also provide

alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.

6. Duration of Proposal; Cancellation of Awards; Time of the Essence

- a) All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
- b) Unless otherwise authorized by the District, Consultant will be required to execute an agreement with the District for the services requested within sixty (60) days of the District's notice of intent to award. If agreement on terms and conditions acceptable to the District cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the District, the District reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

7. Withdrawal and Submission of Modified Proposal

- a) A proposer may withdraw a proposal at any time prior to the proposal submission due date by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. A proposer may submit another proposal prior to the due date. A proposer may not change a proposal after the proposal submission due date.

Attachments

- Attachment A: List of Priority Studies
- Attachment B: List of Potential Studies
- Attachment C: Sample Agreement
- Attachment D: Local Business Declaration for Services
- Attachment E: Proposal Cover Sheet

Attachment A

List of Priority Studies

Attachment "A"

Draft Study Name	Brief Study Background	Expected Question and/or Goals of Study
<p>The Economic Value of Parks and Open Space on the Sonoma Coast</p>	<p>The Sonoma County Coastline has a significant amount of open space and parks. Much of the immediate coast land is open to the public for various forms of recreation (provided by Regional Parks, State Parks, the Sonoma Land Trust, and the District).</p> <p>There is also a limited amount of agricultural along the coast (primarily grazing and timber), as well as fishing out of Bodega Bay (among other locations).</p> <p>Possible areas for enhanced focus are lands around Jenner, or south of the Russian River.</p>	<p>What are the economic multi-benefits/overlapping benefits from open space along the Sonoma Coast?</p> <p>What are the economic costs of climate change to this coastline? What is the ROI by protecting these lands as Climate Change develops?</p> <p>What ecosystem services are secured/provided and at what rate by the protected land along the Sonoma Coast? Unprotected land?</p> <p>How do the costs to acquire and manage these parks and open spaces compare to the cost of services if the land was developed?</p>
<p>The Natural Value and Return on Investment of Riparian Corridor Conservation</p>	<p>The District is interested in understanding the economic value of riparian corridors within the County. As in other places, riparian corridors are constantly under threat of loss by development and in some cases agricultural actions, resulting in impacts to biodiversity, water supply/quality and flood control benefits. The District would like to better understand the costs associated with these impacts and the ROI from protecting riparian corridors.</p> <p>The economic impacts or benefits from the establishment of riparian conservation easements are of special interest.</p>	<p>What is the economic value of services provided by healthy riparian corridors in general? In Sonoma County?</p> <p>What is the economic value of the riparian zone within the current regulatory minimum? How does the purchase of conservation easements impact the economic value?</p> <p>How do these benefits transfer, transform, or overlap between upstream and downstream stakeholders?</p> <p>If a 'functional' riparian distance were developed (i.e. a zone that changes in width with topography/land cover), how could an economic valuation be adjusted?</p> <p>How is natural disaster (i.e. flooding along Russian River) prevention supported and economic costs lowered by riparian zone protection and/or restoration?</p>

Attachment "A"

Draft Study Name	Brief Study Background	Expected Question and/or Goals of Study
<p>How Investing in Land Conservation Benefits the Baylands <i>including</i> Economic Analysis of Tidal Marsh Restoration</p>	<p>This study should review the currently protected lands and how they benefit the baylands at large from an economic perspective (avoided impacts, flood control, minimization of salt water intrusion, climate change resiliency, etc.). Ideally this will be presented as an ROI from current conservation investments.</p> <p>Significant areas of tidal marsh restoration have been completed in Sonoma County, and the District would like to review the cost of doing these restorations as compared to not doing them (i.e. the long term impacts of not having healthy/intact tidal marshes).</p> <p>The most likely location to study this would be Sonoma Creek and San Pablo Bay. This study could include a review of the water table levels within Sonoma Valley and a comparison between the depth and conservation/development.</p>	<p>What is the ROI for protected land with regard to the health of the baylands and nearby communities?</p> <p>Within the baylands, what are the specific places where money is saved/earned by investing in land conservation? What are the common characteristics?</p> <p>What is the ROI for specific types of restoration (i.e. implementation of a horizontal levee system)?</p> <p>What is the economic trade-off between restoring baylands and other uses (such as agriculture, development, etc.)?</p>
<p>Ecosystem Services Valuation for the Sonoma Developmental Center</p>	<p>The Sonoma Developmental Center is a 1,000 acre campus near the city of Sonoma, which is mostly open space. The District wishes to better understand the economic value presented by the natural resources on this campus, and what economic benefits would be realized by the public at large by maintaining this area in the current condition.</p>	<p>What is the economic value of the ecosystem services provided by the Sonoma Developmental Center campus?</p>

Attachment B

List of Potential Studies

Attachment "B"

Draft Study Name	Brief Study Background	Expected Question and/or Goals of Study
<p>The Economic Valuation and ROI from Public Agricultural Conservation Investments</p>	<p>There are well over 100k acres of conservation easements within Sonoma County, many of which are designed primarily to protect or promote agriculture.</p> <p>The types of agriculture are quite varied, and would provide a wide range of ecosystem services.</p> <p>As an example, artisanal cheese production has recently flourished in Sonoma and Marin Counties, and this is in part due to the ability of landowners to invest in infrastructure and supplies due to a cash influx from the purchase of conservation easements by the public.</p> <p>The District is interested in quantifying these returns, and investigating how they may be supportive of this type of situation.</p>	<p>What are the economic impacts of land conservation (specifically conservation easements) on local agriculture?</p> <p>What is the ROI on the easements purchased on agricultural land?</p> <p>What is the ROI on the easements purchased on lands specifically producing artisanal cheese (including jobs, revenue, local food production, etc.)?</p> <p>What are the economic benefits to non-landowners from these purchases (i.e. agricultural suppliers, retailers, etc.)?</p>
<p>The Ecosystem Service Valuation and Return on Investment of Greenbelts and Urban Separators</p>	<p>One of the District's goals is to maintain greenbelts and urban separators. These lands hold a high value due to their relative scarcity (close proximity to urban settings). They also hold a high environmental value for viewshed, air quality, generally limited urban growth, etc.</p> <p>There is also a potential to investigate recreational impacts (both providing this land for recreation, but also limiting recreation in favor of agriculture).</p> <p>The area surrounding Santa Rosa is a likely candidate for closer review and/or study.</p>	<p>What is the economic value of these greenbelt/urban separator properties?</p> <p>What are the avoided costs from limiting built infrastructure on these lands?</p> <p>What are the savings in flood control infrastructure?</p> <p>What is the benefit (economic or otherwise) to the agricultural community in conserving these lands?</p>
<p>The Economic Value of Annadel, Spring Lake, and Howarth Parks</p>	<p>Annadel State Park, Spring Lake Regional Park, and Howarth Park are three large open spaces that are adjacent to one another. The three parks are owned/managed by different governmental agencies (State, County, and City), and all provide a range of recreational opportunities and natural resources.</p> <p>These parks are well known locally, and offer recreational opportunities for a wide range of residents. The intention of this study would be to highlight the other benefits derived from these lands in places where the public regularly visits.</p> <p>In addition to these benefits, the Sonoma County Water Agency has water storage, delivery infrastructure, flood protection, and water capture potential in each of the three parks. This study should address the water security and supply benefits of these properties.</p>	<p>What is the economic value of the ecosystem services provided by these three parks?</p> <p>What are the various ways these parks support the community (economically or other) beyond recreation and view shed?</p> <p>What is the ROI for parks such as these?</p> <p>What are the avoided CO2 emissions for having recreation close to urban areas?</p> <p>What is the avoided cost of developing and providing community services to these areas had they not been preserved as parks and open space?</p>

Attachment "B"

Draft Study Name	Brief Study Background	Expected Question and/or Goals of Study
<p>Conservation Impacts on Tourism: Return on Investment</p>	<p>Sonoma County has a strong tourist economy, and this is in part due to the natural beauty and open space here. There are many events that happen here because of the scenery, the preserved areas, etc., which bring a great deal of economic benefit to the region.</p> <p>In addition, the strong wine, craft brewery, gourmet food, and "slow" food economies in Sonoma County are all supported by the availability of local agriculture, clean and secure water supply, and visually appealing landscapes that exist here.</p> <p>This study should determine how land conservation and/or open space (both public and private) provide support and/or economic benefits to the tourist and outdoor recreation industry.</p>	<p>What is the role that land conservation and/or open space play in supporting/attracting tourism and outdoor recreation?</p> <p>What is the economic value of lands currently protected and valued for their role in supporting the tourism industry?</p> <p>What is the economic value of having access to local food and agriculture with regard to tourism and recreation? How much does eco/ag-tourism rely on these features in Sonoma County?</p> <p>For the various large events held in Sonoma County (Granfondo, Amgen Tour, etc.) what is the economic impact from the open spaces? How much of the decision to hold an event here is due to that?</p>
<p>The Economic Benefits of Land Conservation for Water Recharge</p>	<p>The District is interested in determining and explaining the economic value of land used for groundwater recharge, and demonstrating the value of current and potential protected land.</p>	<p>What is the economic value of intact groundwater basins/aquifers?</p> <p>What is the ROI for protecting land for this purpose, especially in the long term?</p> <p>What is the cost avoidance achieved via conservation investments?</p>
<p>Land Conservation and Natural Disasters: Opportunities for a New Approach</p>	<p>The District is interested in showing areas where resiliency to climate change, protection from natural disasters, or the mitigation of drought are supported by land conservation. We are looking to strengthen the connection between land conservation and avoiding very the very costly impacts of these external negatives.</p>	<p>How does paying to protect land provide a ROI with regard to natural disasters?</p> <p>What currently protected lands are doing the most to protect humans (and wildlife, agriculture, etc.) from natural disasters? What other sorts of benefits are derived from the public owning land during a natural disaster?</p> <p>How does natural infrastructure help communities avoid flooding impacts, save money, and realize benefits such as biodiversity, air and water quality, etc.? What is the cost of natural infrastructure as compared with man-made infrastructure?</p> <p>What can conserved wetland/coast/riverfront do that no other kind of land can do?</p> <p>How is natural disaster (i.e. flooding along Russian River) prevention supported by riparian zone protection and/or restoration?</p>

Attachment "B"

Draft Study Name	Brief Study Background	Expected Question and/or Goals of Study
<p>The Economic Value of Urban Parks and Open Space <i>including</i> The Impact on Public Health from Parks and Open Space</p>	<p>Although much of the land the District has protected is far from urban or suburban centers, many projects are in or near cities, and provide benefits for those residents. This study is intended to review those benefits and develop an economic value, considering various ecosystem services, recreation, public health, etc.</p> <p>Additionally, the District has a program to provide matching grants to local municipalities and non-profits in order to further a shared mission. Many of the projects are in or near urban landscapes. The District wishes to better understand the economic impact of these projects.</p>	<p>What is the economic value of parks or other open space within cities? Near cities?</p> <p>How does the cost of protecting open space and/or building parks compare to what the public pays for medical costs? What can be avoided by providing more open space or parks? How do these costs compare to a gym or wellness center membership?</p> <p>What is the economic impact of the "Park Pass Prescription" now offered?</p> <p>What is the economic impact of matching grants projects in or near urban areas?</p> <p>What is the avoided CO2 emissions for having recreation close to urban areas?</p>
<p>The Economic Benefits of Large Scale Properties</p>	<p>The District would like to be able to quantify the benefits derived from protected contiguous areas of land, specifically with regard to water (quality, security, and capture) and wildlife corridors.</p> <p>Essentially, the District is interested in being able to show (economically and otherwise) how the investment in the protection of an area of land and the ROI is not 1:1 - the public benefits at an increasing rate as the area of protected land grows. This study should show the economic benefit of having connected natural landscapes, instead of fragmented/smaller units.</p> <p>Additionally, the District is interested in showing how viewing properties as "remote" or "far away" is short-sighted because 1) urban areas will eventually grow towards these "remote" areas and 2) we will need the ecosystem services provided from these large areas one way or another, and investment now in land is the most cost efficient way to achieve this.</p>	<p>What is the ROI for the protection of a large area of land as compared with a smaller area of land?</p> <p>How does the concept of scarcity play into such economic calculations? How does this change over time?</p> <p>What ecosystem service benefits are multiplied by more than 1:1 as the extent of preserved land increases?</p> <p>How does the likelihood of urban areas eventually surrounding preserved land factor in?</p>
<p>Using Private Agricultural Markets to Protect Natural Capital</p>	<p>A number of local agricultural products have transitioned from a lower value product (i.e. milk) to a higher value product (i.e. artisanal cheese), and as a result private landowners have had the resources to be able to better steward the land.</p> <p>The District is interested in highlighting some of these cases and looking for opportunities to encourage this type of private/free market solution.</p>	<p>How does the economic value of the agricultural product impact the ability of landowners to steward the land to promote natural resources and protect ecosystem services?</p> <p>How can economic tools be used to promote more productive ecosystem services on privately owned agricultural lands?</p> <p>What kind of positive economic value could be created locally by transitioning specific crops or agricultural processes towards low-impact products? On what scale?</p>

Attachment "B"

Draft Study Name	Brief Study Background	Expected Question and/or Goals of Study
<p>Natural Capital: A Driving Force of Intellectual Capital and Small Business Innovation?</p>	<p>The natural beauty and open spaces provided by Sonoma County pull people from all over the world to live and work here. This study is intended to show how having protected open space provides recreational, lifestyle, and environmental benefits that individuals and businesses are willing to pay for in order to be located here.</p> <p>The District is interested in showing how open space at large increases economic value (sense of place, local identity, ecosystem services, etc.) as well as how specific properties increase economic value from the perspective of businesses or individuals (proximity to parks or recreation, etc.).</p>	<p>What is the economic value to individuals and businesses of having open space nearby (as opposed to development, etc.)?</p> <p>For businesses or people who can live/work anywhere, how much does the conservation of working landscapes and natural areas impact their decision to be here?</p> <p>Is recruitment and retention of talent to local companies a function of conservation investment/quality of life?</p> <p>Does natural landscape and quality of life attract intellectual capital, which drives local economies?</p>

Attachment C

Sample Agreement

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of _____, 20__ ("Effective Date") is by and between the Agricultural Preservation and Open Space District, (hereinafter "District"), and _____ (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified _____, experienced in the preparation of _____ and related services; and

WHEREAS, in the judgment of the _____, it is necessary and desirable to employ the services of Consultant for _____.

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

AGREEMENT

I. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), as requested from time to time by District in its sole discretion. Work will be authorized and performed only upon written authorization signed by District and consultant in a form attached hereto as Exhibit "B" ("Agreement Memorandum"). Work shall be completed within the times or by the dates provided for in the applicable Agreement Memorandum and pursuant to Article 7, Prosecution of Work. Prior to work being performed under this Agreement, District and Consultant will establish and agree on the following information, which agreement shall be reflected in the Agreement Memorandum: 1) specific description of tasks to be performed (the "Project"); 2) time allowed to perform work; 3) schedule for deliverables; 4) not-to-exceed price for performance of Project; 5) list of key personnel, if applicable; 6) list of authorized subcontractors, if applicable; and 7) Project-specific items to be provided by District. The General Manager of the District shall have the authority to execute on behalf of the District any Agreement Memorandum pursuant to this Section 1.1. The Conservation Planning Program Manager shall have the authority to execute on behalf of the District an Agreement Memorandum pursuant to this Section 1.1 for a Project not exceeding \$25,000.

1.2 Cooperation With District. Consultant shall cooperate with District and District staff in the performance of all work hereunder. Consultant shall coordinate the work with the District's Project Manager, per the contact information and mailing addresses below:

DISTRICT PROJECT LEAD

CONSULTANT

Name:	Name:
Address: 747 Mendocino Avenue	Address:
Santa Rosa, CA 95401	
Phone:	Phone:
FAX:	FAX:
Email:	Email:

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. District 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 District shall not operate as a waiver or release. If District determines that any of Consultant's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with District 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 District, 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 District.
- 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 District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District 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 District. *With respect to performance under this Agreement, Consultant shall employ the following key personnel: _____.*
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid on per hour basis in accordance with the budget set forth in Exhibit [A] provided, however, that

total payments to Consultant shall not exceed \$ _____, without the prior written approval of District. Consultant shall submit its bills in arrears on a monthly basis in a form approved by District's General Manager or designee. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); and (iii) the hourly rate or rates of the persons performing the task(s). 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 District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the District 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, District 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 District 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 District of any changes in the facts. Forms should be sent to the District pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide District with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from Effective Date to _____ 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, District 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, District 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 District all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to District 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 District, 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 District terminates the Agreement for cause pursuant to Section 4.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of the District. In addition, the District's General Manager, in consultation with District Counsel, shall have the authority to terminate this Agreement on behalf of the District.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including District, and to indemnify, hold harmless, and release District, 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 District 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 District's part, but to the extent required by law, excluding liability due to District's conduct. District 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 [C], 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 District's General Manager in a form approved by District Counsel. The Board of Directors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, District 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 District.

9. Representations of Consultant.

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

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold District 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 District is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on these earnings.

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

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

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

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

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

9.9 Assignment of Rights. Consultant assigns to District 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 District 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 District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. 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 District.

9.10 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of District. District 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 District all such documents, which have not already been provided to District in such form or format, as District deems appropriate. Such documents shall be and will remain the property of District 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 District.

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

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

Sonoma County Agricultural Preservation
and Open Space District
747 Mendocino Avenue
Santa Rosa, CA 95401

Invoices should be emailed to:
apospd-accounts.payable@sonoma-county.org

TO: CONSULTANT:

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 District 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 District 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 District 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:

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: _____

By: _____

William J. Keene, General Manager

Date: _____

Date: _____

APPROVED AS TO FORM FOR DISTRICT:

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: _____

By: _____

District Counsel

Project Lead

CERTIFICATES OF INSURANCE ON
FILE WITH THE DISTRICT

By: _____

Administrative Aide

Date: _____

AGREEMENT MEMORANDUM

EXHIBIT _____

Consultant shall perform the services as outlined in below, within the times or by the dates provided for herein. Such work shall be subject to the terms and conditions of that certain Agreement for Personal Services (Open Scope) dated as of _____, 20____.

- A. District Project Lead Information:
 - Name: _____
 - Address: _____
 - Phone #: _____
 - E-mail address: _____
- Contract # _____
- FAX # _____
- B. Contractor Name: _____
- C. Project Name: _____
- D. Deliverables: _____
- E. Time allowed to perform the work: _____
 - Draft Report Due: _____
 - Final Report Due: _____
- F. List of key personnel, if applicable: _____
- G. List of authorized subcontractors, if applicable _____
- H. Project-specific items to be provided by District, if any: _____
- I. Proposed scope of work: (Please Attach) _____
- J. Payment Terms: (lump sum or not-to-exceed amount) _____
- K. Verify contract balance with financial technician _____
(signature)
- L. User Code (see "Property List Cost Accounting" form) _____
- M. Index/ Sub-Object _____

CONSULTANT: _____

By: _____

(Print name here)

Date: _____

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT:

Approved by:
Contract Lead _____

Project Lead _____

Approved by: _____
Manager

Exhibit C

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

The Sonoma County Agricultural Preservation and Open Space District (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 Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with 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 Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. Consultant is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the District.

- d. The 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 Consultant in the performance of this agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between District and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum 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. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with District for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is: **Sonoma County Agricultural Preservation and Open Space District 747 Mendocino Avenue, Ste. 100, Santa Rosa, CA, 95403.**
- c. 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.
- d. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

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

7. Material Breach

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

Attachment D

Local Business Declaration for Services



DECLARATION OF LOCAL BUSINESS FOR SERVICES

Sonoma County Agricultural Preservation and Open Space District gives local businesses a preference in formal solicitations of services as set forth in the County of Sonoma Local Preference Policy for Services.

In order to qualify for this preference, a business must meet *all* of the following criteria:

1. For businesses with a location in a city within Sonoma County, a valid business license if required by the city; and
2. A valid physical address located within Sonoma County from which the vendor or consultant operates or performs business on a day-to-day basis.

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as set forth in the County of Sonoma Local Preference Policy for Goods.

All information submitted is subject to investigation as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the County's local preference policy. False or dishonest responses will cause the rejection of the bid and curtail the declarant's ability to conduct business with the County in the future. It may also result in legal action.

1. Legal name of business: _____

2. Physical address of the principal place of business.

3. Business license issued by incorporated city within the County:

License Number _____ Issued by: _____

Authorized Signature: _____ Date: _____

Printed Name & Title: _____

Attachment E

Proposal Cover Sheet

REQUEST FOR PROPOSALS



S O N O M A C O U N T Y
AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

PROPOSAL COVER SHEET

Acceptance of District Contract Form

A sample agreement is contained as Attachment “C” to the District’s Request for Proposals. Although the attached draft is subject to revision before execution by the parties, by submission of a proposal, the undersigned indicates that, except as specifically and expressly noted in its proposal, the proposer has no objection to the attached draft or any of its provisions such that, if selected, the proposer will enter into a final agreement based substantially upon the attached draft.

Certification of Authority

By signing below, the person executing the certificate on behalf of the proposer affirmatively represents that s/he has the requisite legal authority to do so on behalf of the proposer. Both the person executing this proposal on behalf of the proposer and proposer understand that the District is relying on this representation in receiving and considering this proposal. The person signing below hereby acknowledges that s/he has read the entire Request for Proposals document and has complied with all requirements listed therein.

Official Authorized to Sign for Proposal/Contractor

Signature

Title

Date

Attachment 2

AGREEMENT FOR CONSULTING SERVICES FOCUSED ECOSYSTEMS SERVICES VALUATION

Abt ASSOCIATES, INC.

Contract No. O-878
FY 2014/2015 – FY 2016/2017

Executed _____

OPEN SCOPE AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), effective upon the date of execution ("Effective Date") is by and between the Agricultural Preservation and Open Space District, a California special district, (hereinafter "District"), and Abt Associates, Inc. (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified consultant, experienced in evaluating the economic benefits of conservation and related services; and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Consultant to assist the District in completing targeted analyses related to the economic benefits of conservation Sonoma County.

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

AGREEMENT

I. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), as requested from time to time by District in its sole discretion and within the times or by the dates provided for in Exhibit A and pursuant to Section 7, Prosecution of Work. Work will be authorized and performed only upon written authorization signed by District and consultant in a form attached hereto as Exhibit B ("Agreement Memorandum"). Prior to work being performed under this Agreement, District and Consultant will establish and agree on the following information, which agreement shall be reflected in the Agreement Memorandum: 1) specific description of tasks to be performed; 2) time allowed to perform work; 3) schedule for deliverables; 4) not-to-exceed cost; 5) list of key personnel, if applicable; 6) list of authorized subcontractors, if applicable; and 7) project-specific items to be provided by District.

1.2 Cooperation With District. Consultant shall cooperate with District and District staff in the performance of all work hereunder. Consultant shall coordinate the work with the District's Project Lead, per the contact information and mailing addresses below:

DISTRICT PROJECT LEAD	CONSULTANT
Alex Roa, Assistant Planner	Elena Besedin
747 Mendocino Avenue – Suite 100	55 Wheeler Street
Santa Rosa, CA 95401	Cambridge, Massachusetts 20139
Tel: 707-565-7263	Tel: 301-634-1700
FAX: 707-565-7359	FAX:
Alex.Roa@sonoma-county.org	Elena_Besedin@abtassoc.com

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. District has relied upon the Consultants' representation of its professional ability and training 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 Consultant's work by District shall not operate as a waiver or release. If District determines that any of Consultant's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with District 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 to District; (c) terminate this Agreement pursuant to the provisions of Section 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 District, in its sole discretion and with or without cause, 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 District.
- 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 District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District 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 District.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid on a time and materials/expense basis in accordance with the budget set forth in Exhibit A, provided, however, that total payments to Consultant shall not exceed One Hundred and Thirty Thousand Dollars (\$130,000), without the prior written approval of District. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by District's General Manager or designee. Expenses not expressly authorized by the Agreement shall not be reimbursed. The invoices shall show or include, at a minimum, the following information:

- Name of Project
- District Contract Number
- Copies of all subconsultant/subcontractor invoices, if any
- Description of services performed
- The hourly rate or rates of the persons performing the task
- Copies of receipts for reimbursable materials/expenses, if any, and
- Any other information requested by the District

Travel expenses shall be reimbursable at cost under this Agreement, subject to the limitations set forth herein. Consultant must obtain prior approval from the District for all anticipated expenses for any trip in which total expenses will exceed \$1,500. Regardless of total travel costs for any trip, Consultant agrees that it shall not be entitled to reimbursement for any travel costs in excess of \$250.00 per day, excluding transportation costs, without prior approval of the District. Consultant's airfare shall not be reimbursable for any first class or business class airfare, but shall be reimbursable for coach class tickets only.

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

Pursuant to California Revenue and Taxation Code Section 18662, the District 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 as any of the foregoing, District requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified as any of the foregoing, then the District 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 contained therein. By signing Form 587 or Form 590, the Consultant agrees to promptly notify the District in writing of any changes in the facts contained therein. Forms shall be sent

to the District pursuant to Section 12. To reduce the amount withheld, Consultant shall provide District with a determination letter from the State of California expressly allowing reduced withholding.

3. Term of Agreement. The term of this Agreement shall be from the date of execution to July 22, 2017, unless terminated earlier in accordance with the provisions of Section 4.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving five (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, District 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 fourteen (14) days following the date of termination, shall deliver to District all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to District an invoice with the information required by Section 2.

4.4 Payment Upon Termination. Upon termination of this Agreement by District, 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 District terminates the Agreement for cause pursuant to Section 4.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The District's Board of Directors has the authority to terminate this Agreement on behalf of the District. In addition, the District's General Manager, in consultation with District Counsel, shall have the authority to terminate this Agreement on behalf of the District.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including District, and to defend, indemnify, hold harmless, and release District, 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 District 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 5 apply whether or not there is concurrent negligence on District's part, but to the extent required by law, excluding liability due to District's conduct. District 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 C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. 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. Modifications to Agreement. Extra or changed work or other modifications to this Agreement shall not be effective unless and until such change is evidenced by a writing 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 District's General Manager in a form approved by District Counsel. The District's Board of Directors must authorize all other modifications to this Agreement. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, District 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 District. The approval of a work plan pursuant to the Scope of Work, which may modify the budget for individual tasks to be performed under this Agreement, shall not be deemed a modification of this Agreement.

9. Representations of Consultant.

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

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to defend, indemnify, and hold District 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 District is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on earnings under this Agreement.

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

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

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

9.7 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion,

sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the District's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

9.9 Assignment of Rights. Consultant assigns to District 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 District 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 District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. 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 District.

9.10 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of District. District 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 District all such documents, which have not already been provided to District in such form or format, as District deems appropriate. Such documents shall be and will remain the property of District 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 District.

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

9.12 Subcontracts. Consultant shall require all subcontractors to enter into an agreement which shall provide to District all the same rights and protections as set forth in this Agreement at Section 9 (Representations of Consultant), Section 6 (Insurance), and Section 5 (Indemnity), so as to require all such subcontractors to indemnify and defend District to the full extent of Consultant's indemnity and defense obligations.

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 Section 10 limits District's right to terminate this Agreement pursuant to Section 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 Invoices and Making Payments. All notices, invoices, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, invoices, and payments shall be addressed as follows:

TO DISTRICT:

Sonoma County Agricultural Preservation
and Open Space District
747 Mendocino Avenue
Santa Rosa, CA 95401
Phone: 707-565-7366
Fax:707-565-7359

Invoices may be submitted to: aposd-accounts.payable@sonoma-county.org

TO CONSULTANT:

Elena Besedin
Abt Associates, Inc.
55 Wheeler Street
Cambridge, Massachusetts 20139
Elena_Besedin@abtassoc.com

When a notice, invoice, or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice, or payment is sent by facsimile or email, the notice, invoice, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice, 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, invoices 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. District's choice not to exercise, or delay in exercising, any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. Waiver by District of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction and Severability. 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 District 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 District 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.

ABT ASSOCIATES, INC

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: Melissa B. Ashcraft by Kite Pags

By: _____
William J. Keene, General Manager

Name: Melissa B. Ashcraft

Date: _____

Title: VP Contract Operations

Date: 7/23/2014

APPROVED AS TO FORM FOR DISTRICT:

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: [Signature]
Elizabeth Coleman, Deputy County Counsel

By: [Signature]
Alex Roa, Assistant Planner

Date: 7-21-14

Date: 7/17/14

CERTIFICATES OF INSURANCE ON
FILE WITH THE DISTRICT

By: [Signature]
Elaine Rotondo, Administrative Aide

Date: _____

EXHIBIT A

**Proposed Scope of Work:
Focused Ecosystem Service Valuation Services
July, 2014**

Summary

Abt Associates Inc. (Consultant) will work with Sonoma County Agricultural Preservation and Open Space District (SCAPOS) staff to produce new economic data to evaluate the economic benefits of conservation, and to educate decision makers and community leaders about these economic benefits in order to enhance and expand investment in conservation.

This 'as needed' contract is designed to allow staff to work with specified Consultant in an adaptive yet structured way, in order to meet the project needs on a case-by-case basis.

Expected Project Outcomes:

1. Raise the awareness of the economic benefits of conservation in Sonoma County and regionally.
2. Expand investment in multi-benefit/ecosystem services conservation.

Expected Project Outputs:

1. Citable documents (memorandums, reports, fact sheets, etc.) demonstrating the economic contributions of ecosystem services in conservation investments in Sonoma County;
2. Citable documents (memorandums, reports, fact sheets, etc.) for use in promoting investment in private and public natural capital and "green infrastructure" through increased understanding of conservation and restoration financing, incentives, and cost avoidance;
3. New messaging and communications tools (summary data, key findings, fact sheets, etc.) with which to talk to diverse interests and stakeholders, increasing awareness of multi-benefit, integrated conservation value in their counties.

Scope Components

Task 1: Adaptive Workplan and Project Communications

Consultant will assist SCAPOSD in project planning, communications and coordination through twice-monthly web meetings and bi-monthly in-person meetings at the SCAPOSD offices (as needed, determined by SCAPOSD staff). SCAPOSD will work closely with Consultant to develop the key questions to be answered by a focused study, the scope and scale of the economic evaluations, and will make the final decision regarding which studies and/or primary valuations will be completed. Consultant will work collaboratively with SCAPOSD to refine the workplan on a quarterly basis or as requested by SCAPOSD as decisions are made, new information becomes available, and/or new funding becomes available. The detailed quarterly workplans, to be approved by SCAPOSD and Consultant, shall form the basis for work authorized under subsequent Agreement Memorandums.

Upon approval of a workplan, individual task “*Not to Exceed Amounts*” may be adjusted, and these revisions shall be appended to the scope of work between SCAPOSD and Consultant.

Specific responsibilities of Consultant in the adaptive planning, coordination and program management role include:

1. Participating in a full day in-person kick-off meeting to develop a detailed workplan and timeline;
2. Participating in twice-monthly 1 hour web meeting calls between Consultant, SCAPOSD and partners and as-needed in-person or phone/web meetings with SCAPOSD with the intention of refining the scope of work as new information becomes available;
3. Managing and reporting Consultant's project status, milestones, costs and approved expenditures, and timeline monthly;
4. Submit draft quarterly scope updates to SCAPOSD staff for review and approval.

Deliverable: SCAPOSD approved work plan

Not to Exceed Amount: \$10,000

Task 2: Analysis and Draft Reports

The Consultant will work with SCAPOSD staff to determine the specific research questions for each of the reports, and how best to compile the results into a clear, concise document. Once the research questions and document format are approved, Consultant will develop specific methods to answer those questions, and will determine any outstanding data needs.

The specifics of each analysis and report will be determined as a component of Task 1, and will expand or contract as required to fulfill the SCAPOSD's objectives as agreed upon in the work plans developed in Task 1. In general, however, it is expected that there will be between two and four studies produced from this contract.

SCAPOS Staff will assist the Consultant with data acquisition, and will provide support for the geospatial elements of this project by making staff available for questions and providing review of geoprocessing and data products.

Deliverables: *Detailed final report for each study completed*
One page fact sheet for each study completed

Not to Exceed Amount: \$110,000

Task 3: Study Results Presentation and Publication

Consultant will support SCAPOS staff by providing presentation materials (graphics, images, charts, etc.) for use in public presentations regarding the findings from Task 2 to Sonoma County decision makers and the public at large. Consultant will also support efforts to publish findings in journals, local press, and other media outlets.

Deliverable: *Presentation materials (graphics, images, charts, etc.)*

Not to Exceed Amount: \$5,000

Task 4: Inter-Project Support and Peer Review

Other firms will be completing similar case studies in parallel with the studies Consultant will complete under this scope of work. At the request of the SCAPOS, Consultant will consult with other firms on project specifications and/or objectives, and will review work and/or findings from these firms as needed.

Deliverable: *Project analysis, recommendations and/or notes and/or reviewed work (as needed)*

Not to Exceed Amount: \$5,000

Project Budget

Task	Description	Deliverables	Not to Exceed Amount
1	Adaptive Work Plan and Project Communications	Detailed workplan	\$10,000
2	Analysis and Reports	Detailed final report for each study completed	\$110,000
		One page fact sheet for each study completed	
3	Study Results Presentation and Publication	Presentation materials (graphics, images, charts, etc.)	\$5,000
4	Inter-Project Support and Peer Review	Project analysis and/or notes and/or reviewed work (as needed)	\$5,000
TOTAL			\$130,000

Billing

CONSULTANT, TITLE	RATE (\$ per hour)
Elena Besedin, Project Director	\$179.98
Eloise Castillo, Project Quality Assurance Advisor	\$170.94
Jin Huang, Senior Economist	\$116.35
Paul Laskorski, GIS Specialist	\$71.01
Mark Lorie, Senior Natural Resources Planner	\$128.24
James Palardy, Senior Ecologist	\$117.08
Matthew Ranson, Senior Economist	\$115.15
Ann Speers, Environmental Economist	\$78.99
Ryan Stapler, Senior Environmental Economist	\$97.42
Susan Taylor, Senior Water Resources Scientist	\$134.78
Steven Messner, (Consultant) Senior Climate Policy Planner	\$139.82
Terry Watt, (Consultant) Senior Land Use Planner	\$139.82
Research Assistant	\$59.52

AGREEMENT MEMORANDUM

EXHIBIT B

Consultant shall perform the services as outlined in below, within the times or by the dates provided for herein. Such work shall be subject to the terms and conditions of that certain Agreement for Personal Services (Open Scope) dated as of _____, 20____.

- A. District Project Lead Information:
 - Name: _____
 - Address: _____
 - Phone #: _____
 - E-mail address: _____
- Contract # _____
- FAX # _____
- B. Contractor Name: _____
- C. Project Name: _____
- D. Deliverables: _____
- E. Time allowed to perform the work: _____
 - Draft Report Due: _____
 - Final Report Due: _____
- F. List of key personnel, if applicable: _____
- G. List of authorized subcontractors, if applicable _____
- H. Project-specific items to be provided by District, if any: _____
- I. Proposed scope of work: (Please Attach) _____
- J. Not to exceed Amount _____
- K. Verify contract balance with financial technician _____
(signature)
- L. User Code (see "Property List Cost Accounting" form) _____
- M. Index/ Sub-Object _____

CONSULTANT: _____

By: _____

(Print name here)

Date: _____

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT:

Approved by:
Contract Lead _____

Project Lead _____

Approved by: _____
Manager

Exhibit C

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

The Sonoma County Agricultural Preservation and Open Space District (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 Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with 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 Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Consultant is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Consultant 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 Districts its

Officers, Agents, and Employees shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

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

5. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with District for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Agricultural Preservation and Open Space Districts its Officers, Agents, and Employees, 747 Mendocino Avenue, Ste. 100, Santa Rosa, CA 95401.
- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least thirty (30) days before expiration or other termination of the existing policy.
- d. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are

reduced; or (3) the deductible or self-insured retention is increased.

6. Policy Obligations

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

7. Material Breach

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

Attachment 3

AGREEMENT FOR CONSULTING SERVICES FOCUSED ECOSYSTEMS SERVICES VALUATION

HIGHLAND ECONOMICS, LLC,

Contract No. O-879
FY 2014/2015 – FY 2016/2017

Executed _____

OPEN SCOPE AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), effective upon the date of execution ("Effective Date") is by and between the Agricultural Preservation and Open Space District, a California special district, (hereinafter "District"), and Highland Economics LLC (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified consultant, experienced in evaluating the economic benefits of conservation and related services; and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Consultant to assist the District in completing targeted analyses related to the economic benefits of conservation Sonoma County.

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

I. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), as requested from time to time by District in its sole discretion and within the times or by the dates provided for in Exhibit A and pursuant to Section 7, Prosecution of Work. Work will be authorized and performed only upon written authorization signed by District and consultant in a form attached hereto as Exhibit B ("Agreement Memorandum"). Prior to work being performed under this Agreement, District and Consultant will establish and agree on the following information, which agreement shall be reflected in the Agreement Memorandum: 1) specific description of tasks to be performed; 2) time allowed to perform work; 3) schedule for deliverables; 4) lump sum or not-to-exceed cost; 5) list of key personnel, if applicable; 6) list of authorized subcontractors, if applicable; and 7) project-specific items to be provided by District.

1.2 Cooperation With District. Consultant shall cooperate with District and District staff in the performance of all work hereunder. Consultant shall coordinate the work with the District's Project Lead, per the contact information and mailing addresses below:

DISTRICT PROJECT LEAD	CONSULTANT
Alex Roa, Assistant Planner	Travis Greenwalt
747 Mendocino Avenue – Suite 100	10851 La Famille Lane
Santa Rosa, CA 95401	Missoula, Montana 59808
Tel: 707-565-7263	Tel: 406-493-1769
FAX: 707-565-7359	FAX:
Alex.Roa@sonoma-county.org	Travis.greenwalt@highlandeconomics.com

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. District has relied upon the Consultants' representation of its professional ability and training 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 Consultant's work by District shall not operate as a waiver or release. If District determines that any of Consultant's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with District 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 to District; (c) terminate this Agreement pursuant to the provisions of Section 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 District, in its sole discretion and with or without cause, 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 District.
- 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 District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District 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 District.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid on a time and materials/expense basis in accordance with the budget set forth in Exhibit A, provided, however, that total payments to Consultant shall not exceed One Hundred and Thirty Thousand Dollars (\$130,000), without the prior written approval of District. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by District's General Manager or designee. Expenses not expressly authorized by the Agreement shall not be reimbursed. The invoices shall show or include, at a minimum, the following information:

- Name of Project
- District Contract Number
- Copies of all subconsultant/subcontractor invoices, if any
- Description of services performed
- The hourly rate or rates of the persons performing the task
- Copies of receipts for reimbursable materials/expenses, if any, and
- Any other information requested by the District

Travel expenses shall be reimbursable at cost under this Agreement, subject to the limitations set forth herein. Consultant must obtain prior approval from the District for all anticipated expenses for any trip in which total expenses will exceed \$1,500. Regardless of total travel costs for any trip, Consultant agrees that it shall not be entitled to reimbursement for any travel costs in excess of \$250.00 per day, excluding transportation costs, without prior approval of the District. Consultant's airfare shall not be reimbursable for any first class or business class airfare, but shall be reimbursable for coach class tickets only.

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

Pursuant to California Revenue and Taxation Code Section 18662, the District 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 as any of the foregoing, District requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified as any of the foregoing, then the District 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 contained therein. By signing Form 587 or Form 590, the Consultant agrees to promptly notify the District in writing of any changes in the facts contained therein. Forms shall be sent

to the District pursuant to Section 12. To reduce the amount withheld, Consultant shall provide District with a determination letter from the State of California expressly allowing reduced withholding.

3. Term of Agreement. The term of this Agreement shall be from the date of execution to July 22, 2017, unless terminated earlier in accordance with the provisions of Section 4.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving five (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, District 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 fourteen (14) days following the date of termination, shall deliver to District all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to District an invoice with the information required by Section 2.

4.4 Payment Upon Termination. Upon termination of this Agreement by District, 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 District terminates the Agreement for cause pursuant to Section 4.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The District's Board of Directors has the authority to terminate this Agreement on behalf of the District. In addition, the District's General Manager, in consultation with District Counsel, shall have the authority to terminate this Agreement on behalf of the District.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including District, and to defend, indemnify, hold harmless, and release District, 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 District 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 5 apply whether or not there is concurrent negligence on District's part, but to the extent required by law, excluding liability due to District's conduct. District 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 C, 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. Modifications to Agreement. Extra or changed work or other modifications to this Agreement shall not be effective unless and until such change is evidenced by a writing 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 District's General Manager in a form approved by District Counsel. The District's Board of Directors must authorize all other modifications to this Agreement. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, District 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 District.

9. Representations of Consultant.

9.1 Standard of Care. District 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

sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the District's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

9.9 Assignment of Rights. Consultant assigns to District 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 District 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 District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. 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 District.

9.10 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of District. District 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 District all such documents, which have not already been provided to District in such form or format, as District deems appropriate. Such documents shall be and will remain the property of District 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 District.

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

9.12 Subcontracts. Consultant shall require all subcontractors to enter into an agreement which shall provide to District all the same rights and protections as set forth in this Agreement at Section 9 (Representations of Consultant), Section 6 (Insurance), and Section 5 (Indemnity), so as to require all such subcontractors to indemnify and defend District to the full extent of Consultant's indemnity and defense obligations.

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 Section 10 limits District's right to terminate this Agreement pursuant to Section 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 Invoices and Making Payments. All notices, invoices, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, invoices, and payments shall be addressed as follows:

TO DISTRICT:

Sonoma County Agricultural Preservation
and Open Space District
747 Mendocino Avenue
Santa Rosa, CA 95401
Phone: 707-565-7366
Fax:707-565-7359

Invoices may be submitted to: aposd-accounts.payable@sonoma-county.org

TO CONSULTANT:

Travis Greenwalt
Highland Economics, LLC
10851 La Famille Lane
Missoula, Montana 95808
travis.greenwalt@highlandeconomics.com

When a notice, invoice, or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice, or payment is sent by facsimile or email, the notice, invoice, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice, 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, invoices 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. District's choice not to exercise, or delay in exercising, any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. Waiver by District of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction and Severability. 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 District 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 District 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.

HIGHLAND ECONOMICS, LLC

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: Travis Greenwalt

By: _____
William J. Keene, General Manager

Name: Travis Greenwalt

Date: _____

Title: Principal + Senior Economist

Date: 7/23/2014

APPROVED AS TO FORM FOR DISTRICT:

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: Elizabeth Coleman
Elizabeth Coleman, Deputy County Counsel

By: Alex Roa
Alex Roa, Assistant Planner

Date: 7-21-14

Date: 7/17/14

CERTIFICATES OF INSURANCE ON FILE WITH THE DISTRICT

By: Elaine Rotondo
Elaine Rotondo, Administrative Aide

Date: 7/21/14

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

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to defend, indemnify, and hold District 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 District is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on earnings under this Agreement.

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

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

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

9.7 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion,

Project Budget

<i>Task</i>	<i>Description</i>	<i>Deliverables</i>	<i>Not to Exceed Amount</i>
1	Adaptive Work Plan and Project Communications	Detailed workplan	\$10,000
2	Analysis and Reports	Detailed final report for each study completed	\$110,000
		One page fact sheet for each study completed	
3	Study Results Presentation and Publication	Presentation materials (graphics, images, charts, etc.)	\$5,000
4	Inter-Project Support and Peer Review	Project analysis and/or notes and/or reviewed work (as needed)	\$5,000
TOTAL			\$130,000

Billing

CONSULTANT, TITLE	RATE (\$ per hour)
Duane Paul, Senior Technical Advisor	\$200
Travis Greenwalt, Principal and Senior Economist	\$140
Barbara Wyse, Principal and Senior Economist	\$140
Terry Wirkkala, Research Economist	\$95

AGREEMENT MEMORANDUM

EXHIBIT B

Consultant shall perform the services as outlined in below, within the times or by the dates provided for herein. Such work shall be subject to the terms and conditions of that certain Agreement for Personal Services (Open Scope) dated as of _____, 20_____.

- A. District Project Lead Information:
 - Name: _____
 - Address: _____
 - Phone #: _____
 - E-mail address: _____
- Contract # _____
- FAX # _____
- B. Contractor Name: _____
- C. Project Name: _____
- D. Deliverables: _____
- E. Time allowed to perform the work: _____
 - Draft Report Due: _____
 - Final Report Due: _____
- F. List of key personnel, if applicable: _____
- G. List of authorized subcontractors, if applicable _____
- H. Project-specific items to be provided by District, if any: _____
- I. Proposed scope of work: (Please Attach)
- J. Not to exceed Amount _____
- K. Verify contract balance with financial technician _____
(signature)
- L. User Code (see "Property List Cost Accounting" form) _____
- M. Index/ Sub-Object _____

CONSULTANT: _____

By: _____

(Print name here)

Date: _____

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT:

Approved by:
Contract Lead _____

Project Lead _____

Approved by: _____
Manager

Exhibit C

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

The Sonoma County Agricultural Preservation and Open Space District (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 Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with 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 Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. Consultant is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Consultant 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 Districts its Officers, Agents, and Employees shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

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

5. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with District for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Agricultural Preservation and Open Space Districts its Officers, Agents, and Employees, 747 Mendocino Avenue, Ste. 100, Santa Rosa, CA 95401.
- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Consultant shall provide immediate written notice if: (1) any of the required



HIGHECO-01

BWDISNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Missoula-Palmer Office PayneWest Insurance, Inc. P.O. Box 4386 Missoula, MT 59808	CONTACT NAME: PHONE (A/C, No, Ext): (406) 728-2910	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED Highland Economics, LLC 10851 La Famille Lane Missoula, MT 59808	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Liberty Mutual Insurance Company		019662
	INSURER B : Security National Ins. Co.		
	INSURER C : Evanston Insurance Company		35378
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

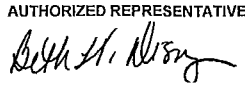
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		BLS55923902	02/04/2014	02/04/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
							\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	SWC1046567	04/25/2014	04/25/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
	Professional Liab			EO856055	02/04/2014	02/04/2015	Each Claim 1,000,000
	Professional Liab			EO856055	02/04/2014	02/04/2015	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Primary/Non-Contributory Additional Insured per form CG 8810 (attached)

CERTIFICATE HOLDER

CANCELLATION

Sonoma County Agricultural Preservation and Open Space Districts, Its Officers, Agents & Employees 747 Mendocino Ave., Suite 100 Santa Rosa, CA 95401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2014 ACORD CORPORATION. All rights reserved.

EXHIBIT A

**Proposed Scope of Work:
Focused Ecosystem Service Valuation Services
July, 2014**

Summary

Highland Economics, LLC (Consultant) will work with Sonoma County Agricultural Preservation and Open Space District (SCAPOS) staff to produce new economic data to evaluate the economic benefits of conservation, and to educate decision makers and community leaders about these economic benefits in order to enhance and expand investment in conservation.

This 'as needed' contract is designed to allow staff to work with specified Consultant in an adaptive yet structured way, in order to meet the project needs on a case-by-case basis.

Expected Project Outcomes:

1. Raise the awareness of the economic benefits of conservation in Sonoma County and regionally.
2. Expand investment in multi-benefit/ecosystem services conservation.

Expected Project Outputs:

1. Citable documents (memorandums, reports, fact sheets, etc.) demonstrating the economic contributions of ecosystem services in conservation investments in Sonoma County;
2. Citable documents (memorandums, reports, fact sheets, etc.) for use in promoting investment in private and public natural capital and "green infrastructure" through increased understanding of conservation and restoration financing, incentives, and cost avoidance;
3. New messaging and communications tools (summary data, key findings, fact sheets, etc.) with which to talk to diverse interests and stakeholders, increasing awareness of multi-benefit, integrated conservation value in their counties.

Scope Components

Task 1: Adaptive Workplan and Project Communications

Consultant will assist SCAPOSD in project planning, communications and coordination through twice-monthly web meetings and bi-monthly in-person meetings at the SCAPOSD offices (as needed, determined by SCAPOSD staff). SCAPOSD will work closely with Consultant to develop the key questions to be answered by a focused study, the scope and scale of the economic evaluations, and will make the final decision regarding which studies and/or primary valuations will be completed. Consultant will work collaboratively with SCAPOSD to refine the workplan on a quarterly basis or as requested by SCAPOSD as decisions are made, new information becomes available, and/or new funding becomes available. The detailed quarterly workplans, to be approved by SCAPOSD and Consultant, shall form the basis for work authorized under subsequent Agreement Memorandums.

Upon approval of a workplan, individual task “*Not to Exceed Amounts*” may be adjusted, and these revisions shall be appended to the scope of work between SCAPOSD and Consultant.

Specific responsibilities of Consultant in the adaptive planning, coordination and program management role include:

1. Participating in a full day in-person kick-off meeting to develop a detailed workplan and timeline;
2. Participating in twice-monthly 1 hour web meeting calls between Consultant, SCAPOSD and partners and as-needed in-person or phone/web meetings with SCAPOSD with the intention of refining the scope of work as new information becomes available;
3. Managing and reporting Consultant's project status, milestones, costs and approved expenditures, and timeline monthly;
4. Submit draft quarterly scope updates to SCAPOSD staff for review and approval.

Deliverable: SCAPOSD approved work plan

Not to Exceed Amount: \$10,000

Task 2: Analysis and Draft Reports

The Consultant will work with SCAPOSD staff to determine the specific research questions for each of the reports, and how best to compile the results into a clear, concise document. Once the research questions and document format are approved, Consultant will develop specific methods to answer those questions, and will determine any outstanding data needs.

The specifics of each analysis and report will be determined as a component of Task 1, and will expand or contract as required to fulfill the SCAPOSD's objectives as agreed upon in the work plans developed in Task 1. In general, however, it is expected that there will be between two and four studies produced from this contract.

Deliverables: *Detailed final report for each study completed*
One page fact sheet for each study completed

Not to Exceed Amount: \$110,000

Task 3: Study Results Presentation and Publication

Consultant will support SCAPOSD staff by providing presentation materials (graphics, images, charts, etc.) for use in public presentations regarding the findings from Task 2 to Sonoma County decision makers and the public at large. Consultant will also support efforts to publish findings in journals, local press, and other media outlets.

Deliverable: *Presentation materials (graphics, images, charts, etc.)*

Not to Exceed Amount: \$5,000

Task 4: Inter-Project Support and Peer Review

Other firms will be completing similar case studies in parallel with the studies Consultant will complete under this scope of work. At the request of the SCAPOSD, Consultant will consult with other firms on project specifications and/or objectives, and will review work and/or findings from these firms as needed.

Deliverable: *Project analysis, recommendations and/or notes and/or reviewed work (as needed)*

Not to Exceed Amount: \$5,000

insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

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

7. Material Breach

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

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.



231

of 64

47

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The Insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

55952012

000465

231

of 64

49

b. The following is added to Paragraph b. **Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE**
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and



P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



55552012
000495

231

or
61

52

AGREEMENT FOR CONSULTING SERVICES

STRATUS CONSULTING, INC

Contract No. 880
FY 2014/2015 – FY 2016/2017

Executed _____

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), effective upon the date of execution ("Effective Date") is by and between the Agricultural Preservation and Open Space District, a California special district, (hereinafter "District"), and Stratus Consulting, Inc. (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified consultant, experienced in evaluating the economic benefits of conservation and related services; and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Consultant to assist the District in completing targeted analyses related to the economic benefits of conservation in Sonoma County.

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

AGREEMENT

I. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work") upon direction by the District, 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 District. Consultant shall cooperate with District and District staff in the performance of all work hereunder. Consultant shall coordinate the work with the District's Project Lead, per the contact information and mailing addresses below:

DISTRICT PROJECT LEAD	CONSULTANT
Alex Roa, Assistant Planner	David Chapman
747 Mendocino Avenue – Suite 100	PO Box 4059
Santa Rosa, CA 95401	Boulder, Co 80306
Tel: 707-565-7263	Tel: 303-381-8289
FAX: 707-565-7359	FAX
Alex.Roa@sonoma-county.org	dchapman@stratusconsulting.com

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. District has relied upon the Consultants' representation of its professional ability and training 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 Consultant's work by District shall not operate as a waiver or release. If District determines that any of Consultant's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with District 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 to District; (c) terminate this Agreement pursuant to the provisions of Section 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 District, in its sole discretion and with or without cause, 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 District.
- 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 District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District 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 District.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid on a time and material/expense basis in accordance with the schedule of charges set forth in Exhibit A, provided, however, that total payments to Consultant under the contract shall not exceed \$30,000, without the prior written approval of District. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by District's General Manager or designee. Expenses not expressly authorized by the Agreement shall not be reimbursed. The invoices shall show or include, at a minimum, the following information:

Consultant shall submit its bills in arrears on a monthly basis in a form approved by District's General Manager 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. The bills shall show or include:

- Name of Project
- District Contract Number
- Copies of all subconsultant/subcontractor invoices, if any
- Description of services performed
- Any other information requested by the District

Travel expenses shall be reimbursable at cost under this Agreement, subject to the limitations set forth herein. Consultant must obtain prior approval from the District for all anticipated expenses for any trip in which total expenses will exceed \$1,500. Regardless of total travel costs for any trip, Consultant agrees that it shall not be entitled to reimbursement for any travel costs in excess of \$250.00 per day, excluding transportation costs, without prior approval of the District. Consultant's airfare shall not be reimbursable for any first class or business class airfare, but shall be reimbursable for coach class tickets only.

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

Pursuant to California Revenue and Taxation Code Section 18662, the District 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 as any of the foregoing, District requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified as any of the foregoing, then the District 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 contained therein. By signing Form 587 or Form 590, the Consultant agrees to promptly notify the District in writing of any changes in the facts contained therein. Forms shall be sent to the District pursuant to Section 12. To reduce the amount withheld, Consultant shall provide District with a determination letter from the State of California expressly allowing reduced withholding.

3. Term of Agreement. The term of this Agreement shall be from the date of execution to July 22, 2017, unless terminated earlier in accordance with the provisions of Section 4.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving five (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, District 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 fourteen (14) days following the date of termination, shall deliver to District all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to District an invoice with the information required by Section 2.

4.4 Payment Upon Termination. Upon termination of this Agreement by District, 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 District terminates the Agreement for cause pursuant to Section 4.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The District's Board of Directors has the authority to terminate this Agreement on behalf of the District. In addition, the District's General Manager, in consultation with District Counsel, shall have the authority to terminate this Agreement on behalf of the District.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including District, and to defend, indemnify, hold harmless, and release District, 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 District 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 5 apply whether or not there is concurrent negligence on District's part, but to the extent required by law, excluding liability due to District's conduct. District 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 B, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of Task 1 as identified in the Scope of Work for 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. Modifications to Agreement. Extra or changed work or other modifications to this Agreement shall not be effective unless and until such change is evidenced by a writing 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 District's General Manager in a form approved by District Counsel. The approval or modification of the work plan as identified in the Attachment A hereto shall constitute a minor change subject to this Section. The District's Board of Directors must authorize all other modifications to this Agreement. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, District 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 District.

9. Representations of Consultant.

9.1 Standard of Care. District 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 District 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 District and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District 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 District

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 defend, indemnify, and hold District 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 District is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on earnings under this Agreement.

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 District 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 do work under this Agreement for Consultant. In addition, if requested to do so by District, Consultant shall complete and file, and shall require any other person doing work under this Agreement for Consultant to complete and file a "Statement of Economic Interest" with District disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance. Consultant 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 District'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 District 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 District 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 District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. 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 District.

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 District. District 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 District all such documents, which have not already been provided to District in such form or format, as District deems appropriate. Such documents shall be and will remain the property of District 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 District.

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.

9.13 Subcontracts. Consultant shall require all subcontractors to enter into an agreement which shall provide to District all the same rights and protections as set forth in this Agreement at Section 9 (Representations of Consultant), Section 6 (Insurance), and Section 5 (Indemnity), so as to require all such subcontractors to indemnify and defend District to the full extent of Consultant's indemnity and defense obligations.

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 Section 10 limits District's right to terminate this Agreement pursuant to Section 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 Invoices and Making Payments. All notices, invoices, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, invoices, and payments shall be addressed as follows:

TO DISTRICT:	Sonoma County Agricultural Preservation and Open Space District 747 Mendocino Avenue Santa Rosa, CA 95401 Phone: 707-565-7366 Fax: 707-565-7359
--------------	--

Invoices may be submitted to: aposd-accounts.payable@sonoma-county.org

TO CONSULTANT:	David Chapman Stratus Consulting, Inc. PO Box 4059 Boulder, CO 80306 Phone: 303-381-8289 dchapman@stratusconsulting.com
----------------	--

When a notice, invoice, or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice, or payment is sent by facsimile or email, the notice, invoice, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice, 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, invoices 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. District's choice not to exercise, or delay in exercising, any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. Waiver by District of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction and Severability. 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 District 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 District 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: David Chapman

Title: Vice President


Date: 7/31/14

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: _____
William J. Keene, General Manager


Date: _____

APPROVED AS TO FORM FOR DISTRICT:

By:  _____
Elizabeth Coleman, Deputy County Counsel

Date: 7-21-14

CERTIFICATES OF INSURANCE ON
FILE WITH THE DISTRICT

By:  _____
Elaine Rotondo, Administrative Aide

Date: 7/15/14

APPROVED AS TO SUBSTANCE FOR
DISTRICT

By:  _____
Alex Roa, Assistant Planner

Date: 7/17/14

EXHIBIT A

**Proposed Scope of Work:
Focused Ecosystem Service Valuation Services
July, 2014**

Summary

Stratus Consulting (Consultant) will work with Sonoma County Agricultural Preservation and Open Space District (SCAPOSD) staff in support of the production of new economic data to evaluate the economic benefits of conservation, and to educate decision makers and community leaders about these economic benefits in order to enhance and expand investment in conservation.

This 'as needed' contract is designed to allow staff to work with specified Consultant in a fluid yet structured way, in order to meet the project needs on a case-by-case basis.

Expected Project Outcomes:

1. Raise the awareness of the economic benefits of conservation in Sonoma County and regionally.
2. Expand investment in multi-benefit/ecosystem services conservation.

Scope Components

Task 1: Adaptive Workplan and Project Communications

Consultant will assist SCAPOSD in project planning, communications and coordination through once-monthly web meetings and occasional in-person meetings at the SCAPOSD offices (as needed, determined by SCAPOSD staff). Consultant will work closely with SCAPOSD to complete targeted analyses related to the economic benefits of conservation. Consultant may be asked to complete additional research and peer review of papers and analyses of other similar work being completed for the SCAPOSD. Consultant will work collaboratively with SCAPOSD to refine the workplan on a quarterly basis or as requested by SCAPOSD as decisions are made, new information becomes available, and/or new funding becomes available. The detailed quarterly workplans will provide additional detail and possibly new direction to this scope of work as the project evolves, and will be mutually approved by SCAPOSD and Consultant.

Once a revised workplan has been agreed upon, individual task "*Not to Exceed Amounts*" be adjusted accordingly, and these revisions shall be appended to the scope of work between SCAPOSD and Consultant. This revised workplan and budget shall supersede the current Task 2 as shown in this scope of work.

Specific responsibilities of Consultant in the adaptive planning, coordination and program management role include:

1. Participating in twice-monthly 1 hour web meeting calls between partners and half-day in person meetings with the SCAPOSD as needed, with the intention of refining the scope of work as new information becomes available;
2. Managing and reporting Consultant's project status, milestones, costs and approved expenditures, and timeline monthly;
3. Submit draft quarterly scope updates to SCAPOSD staff for review and approval.

Deliverable: *SCAPOSD approved work plan*

Not to Exceed Amount: \$5,000

Task 2: Targeted Research, Analyses, Inter-Project Support and Peer Review

At the request of the SCAPOSD, Consultant will perform specific targeted analyses and research projects outlined in the work plans developed in Task 1. As requested, consult with other firms on project specifications and/or objectives, and will review work and/or findings from these firms. Consultant will be proactive with subject matter advice, high-level guidance, and general support for the objectives outlined in Task 1.

Deliverable: *Project analyses, research summaries, review notes, recommended edits reviewed work (as needed)*

Not to Exceed Amount: \$25,000

Project Budget

Task	Description	Deliverables	Not to Exceed Amount
1	Adaptive Work Plan and Project Communications	Detailed workplan	\$5,000
4	Targeted Research, Analyses, Inter-Project Support and Peer Review	Project analysis and/or notes and/or reviewed work (as needed)	\$25,000
TOTAL			\$30,000

Billing

CONSULTANT, TITLE	RATE (\$ per hour)
Chapman, D. (Vice President)	\$195
Donovan, C. (Senior Analyst)	\$100
Clements, J. (Senior Economist)	\$120
Wagner, C. (Senior Economist)	\$95
Hall, R. (Research Associate)	\$65
Jones, R. (Managing Analyst)	\$145
Stein, J. (Senior Analyst)	\$80
O'Grady, M. (Senior Associate)	\$85
Lane, D. (Principal)	\$160
Hollweg, T. (Senior Scientist)	\$120
Visser, S. (Senior Librarian)	\$110
Renfrow (Collins), S. (Senior Editor)	\$110
Callow, D. (Senior Admin. Doc. Solutions)	\$125
Miles, E. (Senior Document Specialist)	\$85
Teter, C. (Senior Graphic Design Specialist)	\$95
Tallman, D. (Senior Contracts Administrator)	\$105
Bishop, R. (Consultant)	\$250
Lawson, M. (Headwaters Consultant)	\$90
Rasker, H. (Headwaters Consultant)	\$100
Alexander, B. (Headwaters Consultant)	\$90
Boyd, J. (Consultant)	\$150
Geoghegan, J. (Consultant)	\$125
Newburn, D. (Consultant)	\$125

Exhibit B

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

The Sonoma County Agricultural Preservation and Open Space District (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 Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with 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 Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. Consultant is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Consultant 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 Districts its Officers, Agents, and Employees** shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

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

5. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with District for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is: **Sonoma County Agricultural Preservation and Open Space Districts its Officers, Agents, and Employees, 747 Mendocino Avenue, Ste. 100, Santa Rosa, CA 95401.**
- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Consultant shall provide immediate written notice if: (1) any of the required

- insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

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

7. Material Breach

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Colorado Division 1705 17th Street Suite 100 Denver, CO 80202	1-303-534-4567 CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: denpam@imacorp.com FAX (A/C, No):														
INSURED Stratus Consulting, Inc. 1881 9th Street, Suite 201 Boulder, CO 80302	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: STARR SURPLUS LINES INS CO</td> <td>13604</td> </tr> <tr> <td>INSURER B: HARTFORD FIRE IN CO</td> <td>19682</td> </tr> <tr> <td>INSURER C: HARTFORD UNDERWRITERS INS CO</td> <td>30104</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: STARR SURPLUS LINES INS CO	13604	INSURER B: HARTFORD FIRE IN CO	19682	INSURER C: HARTFORD UNDERWRITERS INS CO	30104	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: STARR SURPLUS LINES INS CO	13604														
INSURER B: HARTFORD FIRE IN CO	19682														
INSURER C: HARTFORD UNDERWRITERS INS CO	30104														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 40759488

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			SLSLIIL72038313	10/01/13	10/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD: \$5,000 Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY			34UUNAQ5751	10/01/13	10/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						
A	UMBRELLA LIAB			SLSLXNV73028713	10/01/13	10/01/14	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			34WEBU5212	03/23/14	03/23/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A						
A	Professional Liability			SLSLIIL72038313	10/01/13	10/01/14	Deductible \$ 10,000 Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is included as Additional Insured on the General, Automobile, and Excess Liability Policies if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Additional Insured on the General, Automobile, Excess and Workers Compensation Liability Policies if required by written contract or agreement subject to the policy terms and conditions. This Insurance is Primary and Non-Contributory on the General Liability Policy subject to the policy terms and conditions. The Excess Liability Policy is excess of the General, Automobile and Employers Liability Policies.

CERTIFICATE HOLDER**CANCELLATION**

Sonoma County Agricultural Preservation and Open Space Elaine Rotondo 747 Mendocino Avenue Suite 100 Santa Rosa, CA 95401 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract.	As required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



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: August 12, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-2241

Supervisorial District(s):

First

Title: Disbursement of FY 14-15 First District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 14/15: Valley of the Moon Vintage Festival, \$2,500; Actors' Theater For Children, \$600; Sonoma Valley Vintners & Growers Foundation, \$3,000; Sonoma Valley Mentoring Alliance, \$1,500.

Executive Summary:

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor's discretion. The First District has reviewed applications and wishes to recommend the following FY 14/15 advertising grant award:

- 1.) Valley of the Moon Vintage Festival for advertising and promotion of the 117th annual Valley of the Moon Vintage Festival; grant award of \$2,500.
- 2.) Actors' Theater For Children for advertising and promotion of the production of three plays for the Sonoma County community, "Red vs. the Wolf" in October 2014, "Hansel and Gretel" in December 2014, and "Fairies of Boglewood" in March 2015; grant award of \$600.
- 3.) Sonoma Valley Vintners & Growers Foundation for advertising and promotion of the Sonoma Wine Country Weekend event; grant award of \$3,000.
- 4.) Sonoma Valley Mentoring Alliance for advertising of the *Sonoma Mentoring Presents* speaker series related to contemporary issues and mentorship to Sonoma Valley youth; grant award of \$1,500.

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

Prior Board Actions:			
7/22/14, 8/5/14 – Awarded FY 14/15 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 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 7,600		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 7,600
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 7,600	Total Sources	\$ 7,600
Narrative Explanation of Fiscal Impacts (If Required):			
Funds are 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:			
FY 14/15 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 June, 2014, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the Sonoma County Farm Trails, (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, 2014 to June 30, 2015, COUNTY shall pay to ADVERTISER the total sum of **\$XXX.00** (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, 2014 and June 30, 2015. Receipts must be remitted to the COUNTY by July 31, 2015. If receipts are not submitted by July 31, 2015, repayment will be required of grant dollars not supported by advertising expense receipts by August 15, 2015. 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, 2014 to June 30, 2015:

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

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

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

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

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

COUNTY OF SONOMA

DATE: _____

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

DATE: _____

By _____
(Enter name of Grantee)



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: August 12, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane, 565-2241

Supervisorial District(s):

Third

Title: Disbursement of FY 14-15 Third District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotions activities for FY 14/15: Arlene Francis Foundation for the Shakespeare In The Cannery festival, \$1,000.

Executive Summary:

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor’s discretion. The Third District has reviewed application and wishes to recommend the following FY 14/15 advertising grant award:

- 1.) Arlene Francis Foundation for advertising and promotion of the Shakespeare In The Cannery festival in Railroad Square; grant award of \$1,000.

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

Prior Board Actions:

Previous grants were awarded through District Three during FY 13/14.

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 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

Funds are included in the FY 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:

FY 14/15 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 June, 2014, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the Sonoma County Farm Trails, (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, 2014 to June 30, 2015, COUNTY shall pay to ADVERTISER the total sum of **\$XXX.00** (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, 2014 and June 30, 2015. Receipts must be remitted to the COUNTY by July 31, 2015. If receipts are not submitted by July 31, 2015, repayment will be required of grant dollars not supported by advertising expense receipts by August 15, 2015. 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, 2014 to June 30, 2015:

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

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

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

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

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

COUNTY OF SONOMA

DATE: _____

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

DATE: _____

By _____
(Enter name of Grantee)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 12, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Mike McGuire, 565-2241

Supervisorial District(s):

Fourth

Title: Disbursement of FY 14-15 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 14/15: Geyserville Chamber of Commerce for Tree Lighting and Tractor Parade of Lights event, \$500; Slow Food Russian River, \$500.

Executive Summary:

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor’s discretion. The Fourth District has reviewed application and wishes to recommend the following FY 14/15 advertising grant award:

- 1.) Geyserville Chamber of Commerce for advertising and promotion of the Tree Lighting and Tractor Parade of Lights event; grant award of \$500.
- 2.) Slow Food Russian River for advertising and promotion of the Sonoma County apple promotion events at the Sonoma County Airport; grant award of \$500.

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

Prior Board Actions:

7/29/14 – Awarded FY 14/15 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 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 1,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 1,000	Total Sources	\$ 1,000
Narrative Explanation of Fiscal Impacts (If Required):			
Funds are included in the FY 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:			
FY 14/15 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 June, 2014, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the Sonoma County Farm Trails, (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, 2014 to June 30, 2015, COUNTY shall pay to ADVERTISER the total sum of **\$XXX.00** (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, 2014 and June 30, 2015. Receipts must be remitted to the COUNTY by July 31, 2015. If receipts are not submitted by July 31, 2015, repayment will be required of grant dollars not supported by advertising expense receipts by August 15, 2015. 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, 2014 to June 30, 2015:

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

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

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

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

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

COUNTY OF SONOMA

DATE: _____

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

DATE: _____

By _____
(Enter name of Grantee)



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: Sonoma County Board of Supervisors

Board Agenda Date: August 12, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

William Rousseau – (707) 565-1877

Supervisorial District(s):

Title: Agreement with BMI Imaging Systems, Inc.

Recommended Actions:

Authorize the County Clerk-Recorder-Assessor to execute an agreement with BMI Imaging Systems, Inc. for web hosting services for the period of August 1, 2014 through July 31, 2017, in the amount of \$82,800, with an option to renew for two additional one (1) year terms.

Executive Summary:

In 2005, the County Clerk and Recorder contracted with BMI Imaging in order to convert over 3,000 microfilm images of vital records, tax liens, land records and deed books to digital records using a process called Digital Reel. As technology improved, the microfilm images were scanned again in 2010 to create higher quality gray-scale images, with the remaining 920 microfilm rolls scanned at that time. This agreement provides for hosting digitized land record images dating from 1837 through 1980 (post 1980, these records are available through the recently implemented Tyler Eagle recording, vital records, and cashing system).

The implementation of digitized records has significantly reduced the amount of hours it takes for staff to access records and improved the quality of the images. The public is able to access land records through public workstations in the Recorder's office. The Clerk-Recorder-Assessor staff and other County departments have access to the records via the internet. Over 2,800 of the microfilm rolls were able to be processed using Optical Character Recognition (OCR) (the remaining records are unsuitable, primarily older records that were handwritten). This process converted digitized images of typewritten and printed text into text that can be read by a computer, thereby allowing records to be searched by key words located within the documents. This feature improves both the staff's and public's ability to locate names, property descriptions and Assessor's Parcel Numbers that were previously not available through a query.

Due to BMI's unique imaging software, Digital Reel, a sole source agreement was approved in 2005. The Clerk-Recorder-Assessor worked with Purchasing to verify that BMI Imaging still meets the sole source

requirements for this contract. Purchasing confirmed that a sole source justification is still appropriate for this agreement.

Prior Board Actions:

3/23/10: Board approved agreement with BMI to upgrade the Recorder’s Digital Reel images and provide hosted services.

4/19/05: Board approved an agreement with BMI for Digital Reel microfilm retrieval system.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Web hosting services increases citizens’ ability to quickly and easily access public records.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 27,600	County General Fund	\$ 27,600
Add Appropriations Req’d.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 27,600	Total Sources	\$ 27,600

Narrative Explanation of Fiscal Impacts (If Required):

Funding for this agreement is included in the FY 14-15 budget for the Recorder division.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Copy of Agreement with BMI Imaging Services, Inc.

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

AGREEMENT FOR WEB HOSTING SERVICES

This agreement ("Agreement"), dated as of July 14, 2014 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and BMI Imaging Systems, Inc., a California Corporation (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified software development and service provider, experienced in the preparation of hosting and provision of recorded images and related services; and

WHEREAS, in the judgment of the Sonoma County Clerk-Recorder-Assessor, it is necessary and desirable to employ the services of Contractor for providing the staff and public with access to superior grayscale quality images through hosted web 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 Exhibits "A" & "B" 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. 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 a lump sum in accordance with Exhibit "B", 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. Exhibit B includes a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

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 August 1, 2014 to July 31, 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 County Clerk Recorder Assessor, 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. Software/Computer Application Purchase Online Accessibility:

9.1 Accessibility. County policy requires that all County websites and web-based applications must be accessible to staff members and members of the public with disabilities.

- a. Standards. Contractor shall certify that all Electronic and Information Technology ("EIT") products, services, or other deliverables (collectively "EIT Deliverables") furnished hereunder that will be made available to members of the general public in connection with County's ordinary course of business, comply with the following accessibility standards:

- i. Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)). These standards are viewable at ; and
- ii. County's Web Site Accessibility Policy available online at <http://webstandards.sonoma-county.org>.

The foregoing standards shall collectively be referred to hereinafter as "County Accessibility Standards." For the purposes of this Agreement, the term "EIT" shall include Information Technology (as defined below) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information including, but not limited to equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The term "Information Technology" includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

9.2 Noncompliant EIT; Obligation to Cure. If County, in its sole and absolute discretion, determines that any EIT Deliverable does not comply with County Accessibility Standards, County will promptly inform Contractor in writing. Upon such notice, County shall have the right, without charge to County, to terminate this Agreement pursuant to the provisions of Article 4.

10. Representations of Contractor.

10.1 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.

10.2 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.

10.3 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

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

10.9 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.

10.10 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.

10.11 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.

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

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

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

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

TO: COUNTY: County of Sonoma Recorder
Attn: Deva Proto
585 Fiscal Dr., 103
Santa Rosa, CA 95403

TO: CONTRACTOR: BMI Imaging Systems
1115 E. Arques Avenue
Sunnyvale, CA 94085-3941

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

14. Miscellaneous Provisions.

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.


14.7 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.

14.8. 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.

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

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

CONTRACTOR: BMI Imaging Systems, Inc.

By: 

Name: WILLIAM WHITNEY

Title: PRESIDENT

Date: 7/30/2014

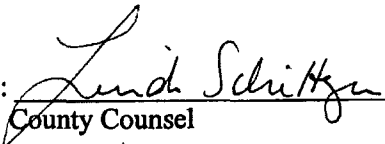
COUNTY: COUNTY OF SONOMA

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

By: _____
Department Head

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: 
County Counsel

Date: 7/30/14

EXHIBIT A

BMI IMAGING SYSTEMS SCOPE OF WORK

BMI shall perform services as described in this Exhibit. The records, books, manuscripts, photographs, newspapers, periodicals, files, disks, tapes and/or other materials provided by Customer to BMI shall be referred to as the "**Documents**". The results of digital or photographic reproduction processes that can be viewed by Customer on a computer screen shall be referred to as the "**Imaged Product**".

STORAGE AND ACCESS TO IMAGED PRODUCT

BMI shall provide a minimum hardware storage configuration of RAID 5 on which will be stored the Imaged Product. BMI will provide this hardware configuration in both of its two (2) hosting locations, with one configuration available at any one time at least 99% of normal business hours.

1. ACCESS SERVICES. BMI shall allow access to the Imaged Product for authorized users via Internet connections from one or more of BMI's data repositories. Authorized users will be determined by Customer. Adding or removing authorized users will be at the discretion of Customer or his/her representative. Customer acknowledges that he/she assumes responsibility for maintaining an up-to-date user list.

Customer is responsible for validating the integrity of the information and data it receives and transmits over the internet. Customer is required to protect the security of its Internet account and usage. Customer's passwords should be treated as private and confidential and not disclosed to or shared with any third parties. Customer is expected to protect their own files from unauthorized use.

2. COMMUNICATION LINES AND WORKSTATION SECURITY. BMI utilizes communication services of telecom third parties. Customer acknowledges that BMI does not have ultimate control of communications lines used to access the Imaged Product and, therefore, BMI cannot ultimately guarantee the security of transmissions to and from BMI to Customer. BMI utilizes SSL (Secure Socket Layer) protocol for transmission of Imaged Product to clients and can provide other enhanced data communication and security provisions upon request, such as single IP access or VPN. Unless otherwise noted, communication between BMI and Customer will utilize SSL.

While BMI can assist in advising Customer IT in workstation practices, Customer acknowledges that workstation access and Customer internet security practices are the responsibility of the Customer exclusively and that BMI is not being compensated for nor contracting with Customer for this activity.

3. MAINTENANCE.

- (a) Regular Maintenance or System Upgrades. BMI shall perform preventive maintenance of its servers and other facilities in accordance with its normal maintenance schedules and procedures, as modified from time to time during the term

of this Agreement. Customer acknowledges that Access Services may not be operable during periods of preventive maintenance. BMI will make reasonable efforts to inform Customer prior to any scheduled maintenance.

(b) Unscheduled Maintenance. Customer acknowledges that BMI may have to perform maintenance on an emergency basis and that Access Services may not be operable at these times. BMI shall provide Customer with notice as soon as possible in such situations and will make every reasonable effort to make Access Services available to Customer as soon as possible.

4. CUSTOMER SUPPORT. Customer may contact BMI either by telephone, email and/or other means agreed to by BMI and Customer, for operational and technical support pertaining to the Services. Such support shall be provided on Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time, excluding BMI holidays. BMI holidays are [New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, and the day after Christmas Day.] BMI will provide Customer with a toll-free telephone number for support. Support shall be unlimited as to time, provided support requests from Customer are reasonable and are requested within the hours indicated above.

5. OWNERSHIP/LIMITED WARRANTY.

(a) Ownership. Customer warrants that it is owner or legal custodian of the Documents. BMI may refuse Customer's access to the Documents or the Imaged Product if required by law.

(b) Limited Warranty. BMI makes no express and implied representations and warranties under this Agreement. Customer waives the implied warranty of merchantability and fitness for a particular purpose. BMI does not represent or warrant that its buildings are fireproof or the contents of the buildings (including the Documents and the Imaged Product) cannot be destroyed by fire. BMI does warrant, at its own cost, the rescanning of the Documents to recreate the Imaged Product in the event that the stored Imaged Product is destroyed in both hosting locations simultaneously.

6. BASIS OF THE BARGAIN; FAILURE OF ESSENTIAL PURPOSE. The Parties acknowledges that BMI has set its prices and entered into this Agreement in reliance upon the limitations, exclusions, and disclaimers of liability and the disclaimers of warranties and damages set forth in this Agreement, and that such limitations, exclusions, and disclaimers are fundamental elements and form an essential basis of the bargain between Customer and BMI. BMI would not be able to have provided the Services to Customer without such limitations. The limitations and exclusions of liability and disclaimers specified in this Agreement shall survive and apply even if the remedies provided herein are found to have failed of their essential purpose.

PROJECT OVERVIEW – OCR & FULL TEXT SEARCH

The typewritten land records have been OCR processed providing content level searching. The typewritten documents begin in Book 186 of Deeds and continue through all the Official Records as shown below:

Deeds: Book 186 – 408 = 120 Microfilm Rolls
Official Records: Book 1 – 3672 = 2,696 Microfilm Rolls

This service will provide content level searching for the staff and public querying these archival Land Records. This additional search feature will greatly enhance the public's ability to locate names, property descriptions and APN numbers that were previously unavailable. The results of the OCR process are largely dependent upon the quality of the original documents and clarity of the fonts contained within. Final results of this process will vary. BMI makes no guarantee regarding accuracy percentages of this capture process due to the wide variation of quality contained on the documents.

SCHEDULE OF FEES

Service/Item	Description	Vol. Estimate	Unit Price	Total Price
Digital Reel Hosted Services	Annual Fee	1	\$27,600/roll	\$27,600
Total Estimate				\$27,600

Note: This agreement will cover a three year period and will be billable on August 1st of each fiscal year. Following the three year contract term, two annual renewal options will be available if agreed upon by both parties.

Exhibit C

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

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

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with 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 Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its Officers, Agents and Employees shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. *Required Evidence of Insurance:* Certificate of Insurance.

5. Standards for Insurance Companies

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

6. Documentation

- a. The Certificate of Insurance must include the following reference: SCC0017.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, 585 Fiscal Drive, Room 103,

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

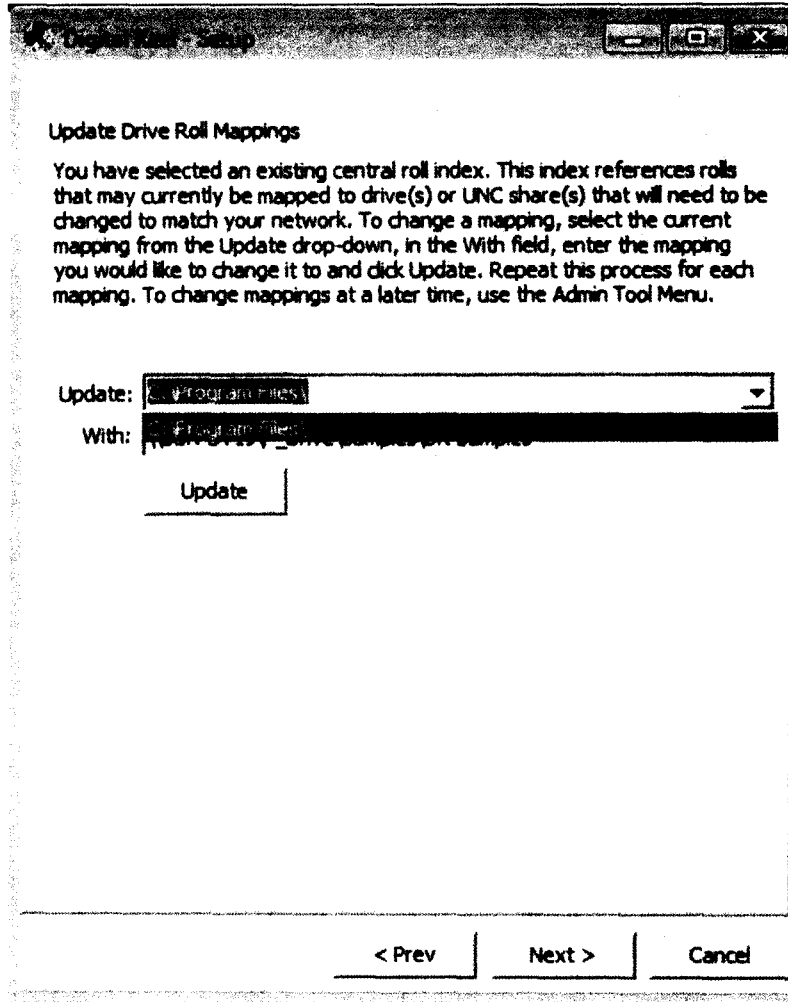
7. Policy Obligations

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

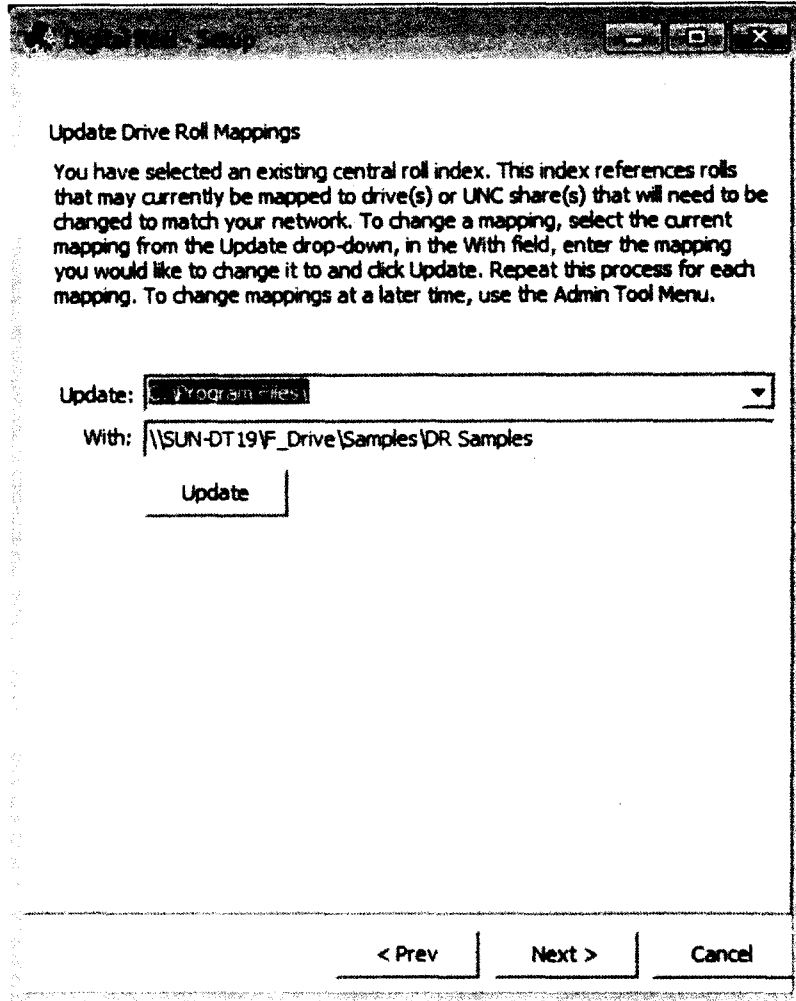
8. Material Breach

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

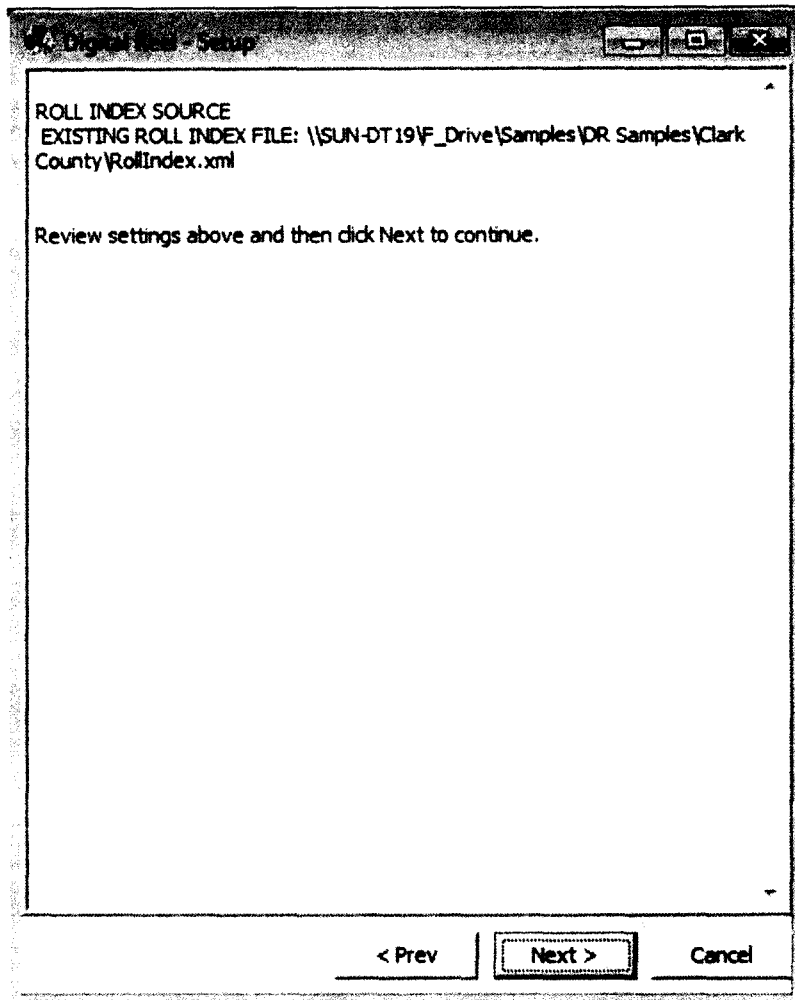
Click the down arrow at the right side of the **Update** line to populate the Update Line with the current location value in the Digital ReelL index.



After selecting a value in the **Update** line, enter the new location of your Digital Reel data set in the **With** line.



After entering the new location of the Digital Reel data set, click the **Update** button. A progress bar will be displayed during the update process, once this is completed, click the **Next** button. A dialog box will be displayed showing the currently entered location of the Digital Reel data set.



If this information is correct, click the **Next** button to complete the update. Your digital ReeL system is now ready for use.

If you are going to be deploying Digital ReeL on multiple workstations, the workstation configuration process can be expedited by simply copying the configuration file from a correctly functioning workstation to each new workstation after installing the Digital ReeL client application. The configuration file contains information about the location of the Digital ReeL network license and the Roll index file. The Digital ReeL configuration file is located in the C:\Program Files\BMI Imaging Systems\Digital ReeL folder and is named GlobalConfig.enc.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 12, 2014

Vote Requirement: Unanimous

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

Staff Name and Phone Number:

Veronica Ferguson, 707-565-2431
Susan Klassen, 707-565-2231

Supervisorial District(s):

Title: Financing Plan for the Implementation of the Long-Term Roads Plan and Adoption and Calling of Special Election for Transactions and Use Tax Ordinance

Recommended Actions:

1. Adopt an Ordinance, the "Sonoma County 2015 Transactions and Use Tax Ordinance," imposing a general countywide transactions and use tax of one-quarter of one percent for a period not to exceed twenty years pursuant to the authority granted by Revenue and Taxation Code Section 7285. (Second Reading – Ready for Adoption) (4/5 vote required)
2. Adopt a Resolution declaring an emergency and calling a special election to submit to the voters of Sonoma County the proposed quarter-cent general sales tax measure entitled the Sonoma County 2015 Transactions and Use Tax Ordinance, and ordering that the special election be consolidated with the general law city election to be conducted on March 3, 2015. (Unanimous vote required)
3. Adopt the recommended Advisory Measure. (Majority vote required)
4. Adopt a Resolution calling for a special election to submit to the voters of Sonoma County an advisory measure on the proposed distribution of any new transactions and use tax funds raised by the Sonoma County 2015 Transactions and Use Tax Ordinance if the voters approve the measure. (Majority vote required)

Executive Summary:

A well maintained road network is vital to economic development. In particular, investment in road infrastructure promotes a healthy economy by creating well-paying construction and engineering jobs, promoting and supporting tourism and recreation, and providing measures of support for agriculture and the environment.

The Board has invested in the County's road network more in the previous three years than any time in the prior 30 years. Even with this historic level of investment more resources are need to reach the goal of bringing up approximately 850 miles of road in the coming 10 years to "good" quality, and repairing all roads over the course of 20 years. Funding this ambitious plan requires increasing the County's

current investment in its Road network to \$40 million annually primarily from increasing pavement preservation funding to an average of \$20 million per year (estimated current year dollars). The details of the financing plan and the Road Evaluation Framework, which will help guide investments, were provided to the Board on July 29, 2014.

Following the County Administrator's presentation of the financing plan for the Long Term Roads Plan on July 29, 2014, and initial actions to place a sales tax and advisory measure on the ballot during its August 5, 2014 meeting, the Board of Supervisors directed staff to bring back the necessary actions to place a ¼ cent General sales tax and Advisory measure on the March 3, 2015 ballot.

In particular, during the August 5, 2014 Board meeting, your Board provided direction to make minor, technical corrections to the required actions and Advisory Measure language. Those corrections have been made, and the County Administrator recommends that your Board adopt an the "Sonoma County 2015 Transactions and Use Tax Ordinance;" adopt a Resolution calling a special election for a General Tax; adopt a Resolution calling for a special election for an Advisory Measure; and approve the recommended Advisory Measure.

If approved by the voters of Sonoma County, the General tax measure would generate approximately \$20 million annually, with the will of the voters expressed through the Advisory Measure to use the new revenue to maintain local streets and roads, fill potholes, support transit for students and others, and enhance driver, pedestrian, bicyclist, and public safety, with the Sonoma County Transportation Authority serving as the administrative and oversight entity.

In addition to the technical corrections, your Board outlined next steps to begin to demonstrate the County's continued commitment to investing in the Roads network and to build a successful outreach effort. Specifically, these steps include:

- Continue the County's record level of investment in roads infrastructure, including committing to an ongoing additional annual General Fund \$9 million (includes the \$1 million "Worst-First" initiative).
- Convene a community steering committee within 10 days.
- Return in September with plan for community outreach that addresses:
 - Road town hall meetings in each district.
 - Additional stakeholder and neighborhood meetings.
 - Service clubs and community organizations.
 - City Council members
- Ad Hoc committee will return with the Long-Term Roads Plan for final adoption.

Staff will return with a status report on these items at a future date, as well as information on transit passes for students and veterans in September.

Prior Board Actions:

8/5/14 Board directs staff to prepare documents to place Ordinance and Advisory Measure on March 3, 2015 election

7/29/14 Board receives financing plan and adopts resolution introducing, reading the title of and waiving further reading of the proposed ordinance imposing a general transaction and use tax

6/17/14 Board adopts Long Term Roads Ad Hoc Report and allocates \$3.5 million in General Fund and \$4.5 million in Road Fund Balance to Pavement Preservation Program for FY 14/15
 3/25/14: Board approves 2014 Pavement Preservation Program funded with \$9.8 million general fund allocation and receive 2013 Pavement Management Program Update
 6/11/13: Board approves Road Ad-Hoc recommendation allocation \$8 million in one-time reserves
 10/23/12: Board approves Road Ad Hoc recommendations
 6/19/12: Board approves Road Ad Hoc recommendation allocating \$8 million in one-time reserves.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

A well maintained road network is vital to economic development in the areas of agriculture, recreation and tourism. Investing in transportation infrastructure improves the pavement quality and safety of the County road system for vehicles, transit, and bicycles.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment A: Sonoma County 2015 Transactions and Use Tax Ordinance
 Attachment B: Advisory Measure

Attachment C: Resolution declaring an emergency and calling a special election to submit to the voters of Sonoma County the proposed quarter-cent general sales tax measure entitled the Sonoma County 2015 Transactions and Use Tax Ordinance, and ordering that the special election be consolidated with the statewide general election to be conducted on March 3, 2015.

Attachment D: Resolution calling for a special election to submit to the voters of Sonoma County an advisory measure on the proposed distribution of any new transactions and use tax funds raised by the Sonoma County 2015 Transactions and Use Tax Ordinance if the voters approve the measure.

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

ORDINANCE NO. _____

**AN ORDINANCE OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA
IMPOSING A GENERAL TRANSACTIONS AND USE TAX TO BE
ADMINISTERED BY THE STATE BOARD OF EQUALIZATION**

Section 1. TITLE. This Ordinance shall be known as the Sonoma County 2015 Transactions and Use Tax Ordinance. This ordinance shall be applicable in the incorporated and unincorporated territory of the County of Sonoma (the "County").

Section 2. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance, the date of such adoption being as set forth below.

Section 3. PURPOSE. This Ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285 of Part 1.7 of Division 2 which authorizes the County to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

E. To raise the appropriations limit for the County.

ATTACHMENT A

Section 4. CONTRACT WITH STATE. Prior to the operative date, the County shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this Ordinance; provided, that if the County shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

Section 5. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated and unincorporated territory of the County at the rate of $\frac{1}{4}$ of 1 percent (0.25%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Ordinance.

Section 6. PLACE OF SALE. For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

Section 7. USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the County of tangible personal property purchased from any retailer on and after the operative date of this Ordinance for storage, use or other consumption in said territory at the rate $\frac{1}{4}$ of 1 percent (0.25%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

Section 8. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this Ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

Section 9. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this County shall be substituted therefor. However, the substitution shall not be made when:

ATTACHMENT A

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this County or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "County" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

Section 10. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

Section 11. EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

ATTACHMENT A

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the County which is shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the County shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-County address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-County and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this County of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

ATTACHMENT A

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the County under the authority of the retailer.

7. "A retailer engaged in business in the County" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.

D. Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a County imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

ATTACHMENT A

Section 12. AMENDMENTS. All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

Section 13. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the County, or against any officer of the State or the County, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

Section 14. INCREASE OF APPROPRIATIONS LIMIT. The appropriations limit of the County shall be increased by the amount of revenue anticipated to be collected by the County from the transactions and use tax to allow spending of the tax revenue for the period allowed by law.

Section 15. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 16. EFFECTIVE DATE. This Ordinance relates to the levying and collecting of the County transactions and use taxes and shall take effect immediately upon the close of the polls on March 3, 2015, if the measure is approved by a majority of the electors voting on the measure at the election held that day.

Section 17. GENERAL TAX. The tax imposed by this Ordinance is a general tax within the meaning of Article 13 C, Section 1(a) of the California Constitution. The revenue generated by this general tax is available for general governmental purposes. To that end, the Auditor-Controller is instructed to deposit the revenue from the tax into the County General Fund and to include his estimate of the revenue from this general tax, together with his estimates of other revenue sources, in the tabulation that he is annually required to prepare by Government Code Section 29060. The revenue from this general tax shall be available to the Board of Supervisors for annual appropriations in the County's budget for any lawful expenditure. Nothing in this Ordinance nor in any other ordinance, advisory measure, resolution, or policy shall be construed as limiting, in any way, the amount or the objects of the appropriations and expenditures that can be made from the revenue of the tax nor be construed as creating a continuing appropriation.

Section 18. COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to the State CEQA Guidelines section 15378(b)(4), adoption of this Ordinance is not a "project" subject to the requirements of CEQA.

ATTACHMENT A

Section 19. TERMINATION DATE. The authority to levy the tax imposed by this Ordinance shall expire twenty (20) years from the operative date of this Ordinance, unless extended by the voters in the manner set forth in Revenue and Taxation Code Section 7285.

PASSED AND ADOPTED by the Board of Supervisors, County of Sonoma, State of California, on _____, by the following vote:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

Chairperson

Attest:

(Signature)

Secretary

(Title)



County of Sonoma

State of California

Date: August 12, 2014

Item Number: _____

Resolution Number: _____



Unanimous Vote Required

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, CALLING A SPECIAL ELECTION TO SUBMIT TO THE VOTERS OF SONOMA COUNTY A PROPOSED QUARTER-CENT SALES TAX MEASURE ENTITLED THE "SONOMA COUNTY 2015 TRANSACTIONS AND USE TAX ORDINANCE," AND ORDERING THAT THE SPECIAL ELECTION BE CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION TO BE CONDUCTED ON MARCH 3, 2015

WHEREAS, this Board of Supervisors, by its Ordinance No. _____, has, by a two-thirds vote of its membership, adopted a retail and transaction use tax ordinance pursuant to Revenue and Taxation Code §7285; and

WHEREAS, Article 13 C, §2(b) of the California Constitution and Revenue and Taxation Code §7285 also require that the imposition of such tax be approved by a majority of the county electorate; and

WHEREAS, as a result of the economic downturn, local governments in Sonoma County lost significant revenue, including \$137,835,100 in property tax revenue from fiscal year 2008/2009 through fiscal year 2013/2014 and \$42,417,340 in sales tax revenue from fiscal year 2006/2007 through fiscal year 2012/2013; and

WHEREAS, this loss of revenue has substantially impaired the abilities of local governments to address the critical needs to support the health and safety of the County's residents; and

WHEREAS, waiting to call an election on a general transactions and use tax increase until the next regularly scheduled general election for members of this Board, should the voters agree, would forego the opportunity to devote \$25 million in revenues to the health and safety of the public in the interim; and

WHEREAS, this Board finds that the need for additional funding for the health and safety of the County's residents is so great that foregoing the opportunity for \$25 million in revenue constitutes an emergency sufficient to require the placement of a general tax on the March 3, 2015 ballot.

NOW, THEREFORE, BE IT RESOLVED that:

1. Pursuant to Elections Code Sections 12001, 10400, and 9140 and Revenue and Taxation Code Section 7285, the Board of Supervisors hereby calls a special election for March 3, 2015, on the proposed measure imposing a general tax, to be levied at a maximum rate of one-quarter of one percent (0.25%) for a period not to exceed twenty (20) years.
2. The Board of Supervisors hereby orders that said election of the measure shall be consolidated with general law county election to be held on that date.
3. The measure shall be submitted to the voters in the following form:

Shall the people of Sonoma County approve Measure X, the Sonoma County 2015 Transactions and Use Tax, enacting a quarter-cent sales tax for 20 years?	Yes <hr/> No
---	------------------------

4. As required by law, the full text of the measure shall be printed in the information pamphlet distributed to voters. The full text of the measure is entitled "An Ordinance of the County of Sonoma, State of California Imposing a General Transactions and Use Tax to be Administered by the State Board of Equalization," and is attached hereto as Exhibit A.
5. The County Clerk is hereby authorized, instructed, and directed to provide and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct an election.
6. The County Clerk is hereby further directed to take the necessary and appropriate actions to provide the necessary election officers, polling places, and voting precincts.
7. In accordance with the provisions of the Elections Code, the County Counsel is authorized to prepare an impartial analysis of the measure, the Auditor is directed to prepare a fiscal analysis, and the Chair of the Board of Supervisors is authorized and directed to submit an argument in support of the measure and a response to any argument in opposition to the

measure.

8. The polls for said election shall be open during the hours required by law and said election, with respect to the foregoing ballot measure, shall be held and conducted as provided by law for the holding of County initiative elections.

9. Notice of time and place of holding said election, together with any other notices required by law, shall be given by the County Clerk.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

EXHIBIT A

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA

IMPOSING A GENERAL TRANSACTIONS AND USE TAX TO BE

ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

Section 1. TITLE. This Ordinance shall be known as the Sonoma County 2015 Transactions and Use Tax Ordinance. This ordinance shall be applicable in the incorporated and unincorporated territory of the County of Sonoma (the "County").

Section 2. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance, the date of such adoption being as set forth below.

Section 3. PURPOSE. This Ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285 of Part 1.7 of Division 2 which authorizes the County to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation

from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

E. To raise the appropriations limit for the County.

Section 4. CONTRACT WITH STATE. Prior to the operative date, the County shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this Ordinance; provided, that if the County shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

Section 5. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated and unincorporated territory of the County at the rate of $\frac{1}{4}$ of 1 percent (0.25%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Ordinance.

Section 6. PLACE OF SALE. For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

Section 7. USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the County of tangible personal property purchased from any retailer on and after the operative date of this Ordinance for storage, use or other consumption in said territory at the rate $\frac{1}{4}$ of 1 percent (0.25%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

Section 8. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this Ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

Section 9. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES.
In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this County shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this County or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "County" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

Section 10. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

Section 11. EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the County which is shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the County shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-County address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-County and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this County of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property, including, but not limited to, soliciting or

receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the County under the authority of the retailer.

7. "A retailer engaged in business in the County" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.

D. Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a County imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

Section 12. AMENDMENTS. All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

Section 13. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the County, or against any officer of the State or the County, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

Section 14. INCREASE OF APPROPRIATIONS LIMIT. The appropriations limit of the County shall be increased by the amount of revenue anticipated to be collected by the County from the transactions and use tax to allow spending of the tax revenue for the period allowed by law.

Section 15. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 16. EFFECTIVE DATE. This Ordinance relates to the levying and collecting of the County transactions and use taxes and shall take effect immediately upon the close of the polls on March 3, 2015, if the measure is approved by a majority of the electors voting on the measure at the election held that day.

Section 17. GENERAL TAX. The tax imposed by this Ordinance is a general tax within the meaning of Article 13 C, Section 1(a) of the California Constitution. The revenue generated by this general tax is available for general governmental purposes. To that end, the Auditor-Controller is instructed to deposit the revenue from the tax into the County General Fund and to include his estimate of the revenue from this general tax, together with his estimates of other revenue sources, in the tabulation that he is annually required to prepare by Government Code Section 29060. The revenue from this general tax shall be available to the Board of Supervisors for annual appropriations in the County's budget for any lawful expenditure. Nothing in this Ordinance nor in any other ordinance, advisory measure, resolution, or policy shall be construed as limiting, in any way, the amount or the objects of the appropriations and expenditures that can be made from the revenue of the tax nor be construed as creating a continuing appropriation.

Section 18. COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to the State CEQA Guidelines section 15378(b)(4), adoption of this Ordinance is not a "project" subject to the requirements of CEQA.

Section 19. TERMINATION DATE. The authority to levy the tax imposed by this Ordinance shall expire twenty (20) years from the operative date of this Ordinance, unless extended by the voters in the manner set forth in Revenue and Taxation Code Section 7285.

PASSED AND ADOPTED by the Board of Supervisors, County of Sonoma, State of California,
on _____, by the following vote:

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

Attachment B

THIS MEASURE IS NOT A TAX It is an advisory measure which states Sonoma County voters' intent that any new transactions and use tax funds raised by an increase in the transactions and use tax rate by the Sonoma County 2015 Transactions and Use Tax Ordinance be spent solely for the purposes of maintaining local streets and roads, filling potholes, supporting transit service, improving traffic flow, and enhancing driver, pedestrian, bicyclist, and public safety, with the goal of increasing pavement condition in all of the cities and the County, using where possible a complete streets approach.

The specific objective of this advisory measure is to recommend that any new transactions and use tax revenue raised from an increase in the transactions and use tax rate in Sonoma County by the Sonoma County 2015 Transactions and Use Tax Ordinance be used in the following manner:

Project Package.

- The Sonoma County Transportation Authority (SCTA) will administer and oversee the distribution and use of the revenue through a contract with the County.
- The funding will be distributed to each city and the County using the same local appropriation formula as SCTA's Measure M, based 50% on population and 50% on road miles. Each jurisdiction's share of the revenue under this formula is as follows:

Cloverdale	1.54%
Cotati	1.20%
Healdsburg	2.06%
Petaluma	9.50%
Rohnert Park	6.00%
Santa Rosa	27.41%
Sebastopol	1.25%
Sonoma	1.77%
Windsor	4.50%
County of Sonoma	43.77%
Admin/Citizen Oversight	1.00%

- Each city and the County will spend its share of the revenue in accordance with the general purposes of this advisory measure and with the following specific areas of focus:
 - **The County of Sonoma** will focus its share of funding on roadway improvements as defined in the Long-Term Roads Plan adopted by the Board of Supervisors. Each year the Board of Supervisors will commit additional General Funds to match their share of Sonoma County 2015 Transactions and Use Tax Ordinance funds to complete improvements per the Long-Term Roads Plan. An equitable distribution of improvements will be made throughout the County unincorporated area following a

Attachment B

- complete streets approach that includes where possible paving, striping, bike lanes, pedestrian access features, signals and timing, signage, and other related features per the County's adopted plans in order to improve mobility and safety for cars, trucks, bicyclists and pedestrians. 10% of the revenue received shall be used for transit-related services, including student pass programs, connectivity and service enhancements.
- **The City of Cloverdale** will focus its share of funding on Local Street and Road Maintenance, in the ongoing implementation of the City's Pavement Management Plan. Pavement maintenance projects will be done in accordance with adopted plans, safety considerations, and legal requirements. Bicycle and pedestrian needs will be taken into consideration and included in pavement maintenance projects where they are appropriate and consistent with the City's adopted Bicycle and Pedestrian Master Plan.
 - **The City of Cotati** will focus its share of funding on Local Street and Road Maintenance, in the ongoing implementation of the City's Pavement Management Plan. Projects shall accomplish one or more of the following goals: Improve pavement condition, enhance safety, or improve the flow of traffic. Bicycle and pedestrian needs will be taken into consideration and included in projects where they are appropriate and consistent with the City's adopted Bicycle and Pedestrian Master Plan.
 - **The City of Healdsburg** will focus its share of funding on local street maintenance, repair and reconstruction in accordance with the City's Pavement Management Plan. This funding will be used in combination with allocations of sales tax revenues generated through Measure V and State Gas Tax Funds. Street projects will be done in accordance with adopted plans, safety considerations, and legal requirements. Bicycle and pedestrian needs will be taken into consideration, including the construction of bicycle lanes and pathways as identified in the City's adopted Bicycle and Pedestrian Master Plan.
 - **City of Rohnert Park** will focus its share of funding on neighborhood street and road maintenance, in the ongoing implementation of the City's Pavement Management Plan. The funding shall be used in combination with the annual allocations from the 2004 Countywide Transportation Sales Tax (Measure M) Local Streets and Roads funds and local Road Refuse Impact Funds. Pavement maintenance projects will be made following a complete streets approach. Appropriate safety measures, including bicycle and pedestrian improvements, will be included in the pavement maintenance projects where they are appropriate and consistent with the City's adopted Bicycle and Pedestrian Master Plan. Examples of maintenance the City would undertake include work on Commerce Boulevard, Rohnert Park Expressway and Snyder Lane.
 - **The City of Petaluma** will focus its share of funding on completing un-built portions of the Marin Sonoma Narrows (MSN) Highway 101 High Occupancy Vehicle (HOV) Widening Project through Petaluma from the Hwy 116 connection to just north of the Corona Road Overcrossing. Proposed improvements include; widening in the median to accommodate carpool lanes, widening on- and off- ramps and installing sound walls. Funding will be used in combination with allocations from the other local and State funding sources that may become available to Caltrans and the SCTA to complete the project. The City of Petaluma will also focus any remaining share of funding on

Attachment B

circulation of traffic across Highway 101 and on traffic signal coordination, upgrade, and replacement, to reduce wait times.

- **The City of Santa Rosa** will focus its share of funding on Local Street and Road Maintenance, in the ongoing implementation of the City's Pavement Management Program. Street and road maintenance projects will be made in accordance with adopted plans, safety considerations and legal requirements. Projects may include asphalt overlays and street reconstruction as well as preventative maintenance treatments such as slurry seals and crack sealing to address pavement deterioration. Per General Plan policy, a complete streets approach will be used to include bicycle and pedestrian facilities in maintenance projects where appropriate and consistent with the City's adopted Bicycle and Pedestrian Master Plan. Examples of maintenance the City would undertake may include work on Fulton Road, Montgomery Drive, Pacific Avenue, Piner Road and local streets serving neighborhoods in every quadrant of the city. The City may also direct the use of not more than 10% of the annual funding for CityBus transit service and operations and other City projects to expand transportation alternatives that improve traffic flow and mobility.
- **The City of Sebastopol** will focus its share of funding on Local Street and Road Maintenance, in the ongoing implementation of the City's Pavement Management Plan. The funding will be used in combination with annual General Fund allocations to the City's Special Sales Tax Pavement Reserve, and annual allocations from the 2004 Countywide Transportation Sales Tax (Measure M) Local Streets and Roads funds. Pavement maintenance projects will be made following a complete streets approach. Bicycle and Pedestrian needs and safety measures will be taken into consideration and included in pavement maintenance projects where they are appropriate and consistent with the City's adopted Bicycle and Pedestrian Master Plan.
- **The City of Sonoma** will focus its share of funding on Local Street and Road Maintenance, in the ongoing implementation of the City's Pavement Management Plan. Pavement Maintenance projects will be accomplished in accordance with adopted plans, safety considerations, and legal requirements.
- **The Town of Windsor** will focus its share of funding, for transportation purposes, on local street and road maintenance, in the on-going implementation of the Town's Pavement Management Program. The funding will be invested in preserving and improving the existing street and road network in Windsor, in combination with the Town's annual General Fund allocations. Projects may include asphalt overlays and street reconstruction as well as preventative maintenance treatments such as slurry seals and crack sealing to address pavement deterioration. Bicycle and pedestrian needs and safety measures will be taken into consideration and included in the pavement maintenance projects where they are appropriate and consistent with the Town's adopted Bicycle and Pedestrian Master Plan.
- The tax proceeds may only be spent for the purposes of reimbursing the County for the cost of a successful election for the Sonoma County 2015 Transactions and Use Tax Ordinance and this advisory measure; the costs of contracting with the State Board of Equalization for collection

Attachment B

and distribution of the revenues; and funding the transportation purposes and County and City focus areas as allowed in this advisory measure and may be not used for other purposes.

Accountability Provisions.

- For any year that the Board decides to use the funds as described above, the SCTA will develop an annual budget and distribute the Sonoma County 2015 Transactions and Use Tax Ordinance funds to each jurisdiction.
- Should the Board decide to use the funds as described above, the SCTA will prepare a Strategic Plan, which will identify administrative policies and procedures to distribute the funds consistent with the goals and objectives of this advisory measure. The Strategic Plan will be updated at least every five years during the term of the Sonoma County 2015 Transactions and Use Tax Ordinance.
- The Citizens Advisory Committee established under the original ordinance that created the SCTA will serve as an independent oversight body that will advise the SCTA and the public on the administration of the Sonoma County 2015 Transactions and Use Tax Ordinance via annual audits and reports for each year that the Board decides to use the revenue for the purposes described above.
- The additional funds provided to governmental agencies by this advisory measure shall not supplant existing local revenues being used for transportation purposes. For each fiscal year that the Board decides to use the revenue as described above, the SCTA will require that local jurisdictions maintain their existing commitment of local funds for that fiscal year for transportation purposes or face penalties. A fiscal year is defined as July 1 through June 30. For this determination the existing commitment shall be the average of contributions from discretionary sources from FY11/12 through FY13/14 for transportation purposes. Documentation showing the contributions from discretionary sources for transportation purposes shall be provided to SCTA by each jurisdiction no later than February 15, starting in February 2017. This is to allow agency audits to be completed prior to submittal. After submittal the SCTA will report to the public how each jurisdiction has met the maintenance of effort requirement.



County of Sonoma
State of California

Date: August 12, 2014

Item Number: _____

Resolution Number: _____



Unanimous Vote

Required

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, INTRODUCING AN ADVISORY MEASURE FOR CONSIDERATION BY THE PEOPLE AND RELATING TO THE USE OF ANY NEW VOTER-APPROVED GENERAL TRANSACTIONS AND USE TAX REVENUES FOR ROADWAY AND TRANSIT PROJECTS WITHIN THE NEXT TWENTY (20) YEARS AND CALLING A SPECIAL ELECTION TO BE CONSOLIDATED WITH THE MARCH 3, 2015 GENERAL ELECTION ON AN ADVISORY MEASURE RELATING TO THE USE OF ANY NEW VOTER-APPROVED TRANSACTIONS AND USE TAX REVENUES FROM THE SONOMA COUNTY 2015 TRANSACTIONS AND USE TAX ORDINANCE FOR ROADWAY AND TRANSIT PROJECTS WITHIN THE NEXT TWENTY (20) YEARS

WHEREAS, Government Code Section 26227 authorizes the Board of Supervisors to expend County funds to support programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, and welfare; and

WHEREAS, it is in the County's interest to ensure that both the County and its incorporated cities prioritize a well-maintained road and transit network, as such a network increases access to and for public safety, tourism, recreation, and agriculture, while also creating well-paying construction and engineering jobs and supporting the environment; and

WHEREAS, declining State and Federal transportation revenues, State funding allocation formulas that disadvantage rural and suburban counties, the recent great recession, and less than adequate local investment in road infrastructure have created a severe lack of funding for the County's and its cities' road network; and

WHEREAS, the Board of Supervisors has determined that sharing any new voter-approved transactions and use tax revenue from the Sonoma County 2015 Transactions and Use Tax Ordinance with the incorporated cities of the County for roadway and transit projects is necessary to meet the needs of the population of the County, as authorized by Government Code Section 26227; and

WHEREAS, Government Code Section 26227 authorizes the Board of Supervisors to contract with other public agencies to operate those programs that the Board determines will serve public purposes; and

WHEREAS, the Board of Supervisors intends to contract with the Sonoma County Transportation Authority ("SCTA") to administer and oversee the distribution of any new voter-approved transactions and use tax revenue from the Sonoma County 2015 Transactions and Use Tax Ordinance to the County and its incorporated cities for roadway and transit projects.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board of Supervisors introduces an advisory measure, the full text of which is attached as Exhibit A to this Resolution, for consideration by the people and relating to the use of any new voter-approved transactions and use tax revenue from the Sonoma County 2015 Transactions and Use Tax Ordinance for roadway and transit projects within the next twenty (20) years.

2. Pursuant to Elections Code Sections 12001, 10400, and 9603, the Board of Supervisors hereby calls a special election for March 3, 2015 on that advisory measure relating to the use of any new voter-approved transactions and use tax revenue from the Sonoma County 2015 Transactions and Use Tax Ordinance for roadway and transit projects within the next twenty (20) years.

3. The Board of Supervisors hereby orders that said election of the measure shall be consolidated with the general law city election to be held on that date.

4. The measure shall be submitted to the voters in the following form:

<p>ADVISORY VOTE ONLY</p> <p>This measure does not increase taxes. Should new voter-approved transactions and use tax revenue from the Sonoma County 2015 Transactions and Use Tax Ordinance fund only the following purposes: maintaining local streets and roads, filling potholes, supporting transit for students and others, and enhancing driver, pedestrian, bicyclist, and public safety, with the Sonoma County Transportation Authority distributing the revenue among the County and cities based on a population/road miles formula?</p>	<p>Yes</p> <hr/> <p>No</p>
--	----------------------------

5. As required by law, the full text of the measure shall be printed in the information pamphlet distributed to voters.

6. The County Clerk is hereby authorized, instructed, and directed to provide and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct an election.

7. The County Clerk is hereby further directed to take the necessary and appropriate actions to provide the necessary election officers, polling places, and voting precincts.

8. In accordance with the provisions of the Elections Code, the County Counsel is authorized to prepare an impartial analysis of the measure, the Auditor is directed to prepare a fiscal analysis, and the Chair of the Board of Supervisors is authorized and directed to submit an argument in support of the measure and a response to any argument in opposition to the measure.

9. The polls for said election shall be open during the hours required by law and said election, with respect to the foregoing ballot measure, shall be held and conducted as provided by law for the holding of County initiative elections.

10. Notice of time and place of holding said election, together with any other notices required by law, shall be given by the County Clerk.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

EXHIBIT A

THIS MEASURE IS NOT A TAX It is an advisory measure which states Sonoma County voters' intent that any new transactions and use tax funds raised by an increase in the transactions and use tax rate by the Sonoma County 2015 Transactions and Use Tax Ordinance be spent solely for the purposes of maintaining local streets and roads, filling potholes, supporting transit service, improving traffic flow, and enhancing driver, pedestrian, bicyclist, and public safety, with the goal of increasing pavement condition in all of the cities and the County, using where possible a complete streets approach.

The specific objective of this advisory measure is to recommend that any new transactions and use tax revenue raised from an increase in the transactions and use tax rate in Sonoma County by the Sonoma County 2015 Transactions and Use Tax Ordinance be used in the following manner:

Project Package.

- The Sonoma County Transportation Authority (SCTA) will administer and oversee the distribution and use of the revenue through a contract with the County.
- The funding will be distributed to each city and the County using the same local appropriation formula as SCTA's Measure M, based 50% on population and 50% on road miles. Each jurisdiction's share of the revenue under this formula is as follows:

Cloverdale	1.54%
Cotati	1.20%
Healdsburg	2.06%
Petaluma	9.50%
Rohnert Park	6.00%
Santa Rosa	27.41%
Sebastopol	1.25%
Sonoma	1.77%
Windsor	4.50%
County of Sonoma	43.77%
Admin/Citizen Oversight	1.00%

- Each city and the County will spend its share of the revenue in accordance with the general purposes of this advisory measure and with the following specific areas of focus:
 - **The County of Sonoma** will focus its share of funding on roadway improvements as defined in the Long-Term Roads Plan adopted by the Board of Supervisors. Each year the

Board of Supervisors will commit additional General Funds to match their share of Sonoma County 2015 Transactions and Use Tax Ordinance funds to complete improvements per the Long-Term Roads Plan. An equitable distribution of improvements will be made throughout the County unincorporated area following a complete streets approach that includes where possible paving, striping, bike lanes, pedestrian access features, signals and timing, signage, and other related features per the County's adopted plans in order to improve mobility and safety for cars, trucks, bicyclists and pedestrians. 10% of the revenue received shall be used for transit-related services, including student pass programs, connectivity and service enhancements.

- **The City of Cloverdale** will focus its share of funding on Local Street and Road Maintenance, in the ongoing implementation of the City's Pavement Management Plan. Pavement maintenance projects will be done in accordance with adopted plans, safety considerations, and legal requirements. Bicycle and pedestrian needs will be taken into consideration and included in pavement maintenance projects where they are appropriate and consistent with the City's adopted Bicycle and Pedestrian Master Plan.
- **The City of Cotati** will focus its share of funding on Local Street and Road Maintenance, in the ongoing implementation of the City's Pavement Management Plan. Projects shall accomplish one or more of the following goals: Improve pavement condition, enhance safety, or improve the flow of traffic. Bicycle and pedestrian needs will be taken into consideration and included in projects where they are appropriate and consistent with the City's adopted Bicycle and Pedestrian Master Plan.
- **The City of Healdsburg** will focus its share of funding on local street maintenance, repair and reconstruction in accordance with the City's Pavement Management Plan. This funding will be used in combination with allocations of sales tax revenues generated through Measure V and State Gas Tax Funds. Street projects will be done in accordance with adopted plans, safety considerations, and legal requirements. Bicycle and pedestrian needs will be taken into consideration, including the construction of bicycle lanes and pathways as identified in the City's adopted Bicycle and Pedestrian Master Plan.
- **City of Rohnert Park** will focus its share of funding on neighborhood street and road maintenance, in the ongoing implementation of the City's Pavement Management Plan. The funding shall be used in combination with the annual allocations from the 2004 Countywide Transportation Sales Tax (Measure M) Local Streets and Roads funds and local Road Refuse Impact Funds. Pavement maintenance projects will be made following a complete streets approach. Appropriate safety measures, including bicycle and pedestrian improvements, will be included in the pavement maintenance projects where they are appropriate and consistent with the City's adopted Bicycle and Pedestrian Master Plan. Examples of maintenance the City would undertake include work on Commerce Boulevard, Rohnert Park Expressway and Snyder Lane.
- **The City of Petaluma** will focus its share of funding on completing un-built portions of the Marin Sonoma Narrows (MSN) Highway 101 High Occupancy Vehicle (HOV) Widening Project through Petaluma from the Hwy 116 connection to just north of the Corona Road Overcrossing. Proposed improvements include; widening in the median to

accommodate carpool lanes, widening on- and off- ramps and installing sound walls. Funding will be used in combination with allocations from the other local and State funding sources that may become available to Caltrans and the SCTA to complete the project. The City of Petaluma will also focus any remaining share of funding on circulation of traffic across Highway 101 and on traffic signal coordination, upgrade, and replacement, to reduce wait times.

- **The City of Santa Rosa** will focus its share of funding on Local Street and Road Maintenance, in the ongoing implementation of the City's Pavement Management Program. Street and road maintenance projects will be made in accordance with adopted plans, safety considerations and legal requirements. Projects may include asphalt overlays and street reconstruction as well as preventative maintenance treatments such as slurry seals and crack sealing to address pavement deterioration. Per General Plan policy, a complete streets approach will be used to include bicycle and pedestrian facilities in maintenance projects where appropriate and consistent with the City's adopted Bicycle and Pedestrian Master Plan. Examples of maintenance the City would undertake may include work on Fulton Road, Montgomery Drive, Pacific Avenue, Piner Road and local streets serving neighborhoods in every quadrant of the city. The City may also direct the use of not more than 10% of the annual funding for CityBus transit service and operations and other City projects to expand transportation alternatives that improve traffic flow and mobility.
- **The City of Sebastopol** will focus its share of funding on Local Street and Road Maintenance, in the ongoing implementation of the City's Pavement Management Plan. The funding will be used in combination with annual General Fund allocations to the City's Special Sales Tax Pavement Reserve, and annual allocations from the 2004 Countywide Transportation Sales Tax (Measure M) Local Streets and Roads funds. Pavement maintenance projects will be made following a complete streets approach. Bicycle and Pedestrian needs and safety measures will be taken into consideration and included in pavement maintenance projects where they are appropriate and consistent with the City's adopted Bicycle and Pedestrian Master Plan.
- **The City of Sonoma** will focus its share of funding on Local Street and Road Maintenance, in the ongoing implementation of the City's Pavement Management Plan. Pavement Maintenance projects will be accomplished in accordance with adopted plans, safety considerations, and legal requirements.
- **The Town of Windsor** will focus its share of funding, for transportation purposes, on local street and road maintenance, in the on-going implementation of the Town's Pavement Management Program. The funding will be invested in preserving and improving the existing street and road network in Windsor, in combination with the Town's annual General Fund allocations. Projects may include asphalt overlays and street reconstruction as well as preventative maintenance treatments such as slurry seals and crack sealing to address pavement deterioration. Bicycle and pedestrian needs and safety measures will be taken into consideration and included in the pavement

maintenance projects where they are appropriate and consistent with the Town's adopted Bicycle and Pedestrian Master Plan.

- The tax proceeds may only be spent for the purposes of reimbursing the County for the cost of a successful election for the Sonoma County 2015 Transactions and Use Tax Ordinance and this advisory measure; the costs of contracting with the State Board of Equalization for collection and distribution of the revenues; and funding the transportation purposes and County and City focus areas as allowed in this advisory measure and may be not used for other purposes.

Accountability Provisions.

- For any year that the Board decides to use the funds as described above, the SCTA will develop an annual budget and distribute the Sonoma County 2015 Transactions and Use Tax Ordinance funds to each jurisdiction.
- Should the Board decide to use the funds as described above, the SCTA will prepare a Strategic Plan, which will identify administrative policies and procedures to distribute the funds consistent with the goals and objectives of this advisory measure. The Strategic Plan will be updated at least every five years during the term of the Sonoma County 2015 Transactions and Use Tax Ordinance.
- The Citizens Advisory Committee established under the original ordinance that created the SCTA will serve as an independent oversight body that will advise the SCTA and the public on the administration of the Sonoma County 2015 Transactions and Use Tax Ordinance via annual audits and reports for each year that the Board decides to use the revenue for the purposes described above.
- The additional funds provided to governmental agencies by this advisory measure shall not supplant existing local revenues being used for transportation purposes. For each fiscal year that the Board decides to use the revenue as described above, the SCTA will require that local jurisdictions maintain their existing commitment of local funds for that fiscal year for transportation purposes or face penalties. A fiscal year is defined as July 1 through June 30. For this determination the existing commitment shall be the average of contributions from discretionary sources from FY11/12 through FY13/14 for transportation purposes. Documentation showing the contributions from discretionary sources for transportation purposes shall be provided to SCTA by each jurisdiction no later than February 15, starting in February 2017. This is to allow agency audits to be completed prior to submittal. After submittal the SCTA will report to the public how each jurisdiction has met the maintenance of effort requirement.



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: 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: August 12, 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 revised Public Art Policy and Guidelines for County-owned, controlled and/or leased facilities.

Executive Summary:

Background: This submission reflects revisions requested by the County of Sonoma Board of Supervisors subsequent to initial adoption June 24, 2014. The updated policy also reflects revisions resulting from an outreach effort to engage other county entities and agencies including: Sonoma County Airport, Community Development Commission and Sonoma County Agricultural Preservation, North Sonoma County Air Pollution Control District, Sonoma County Water Agency and Open Space District relative to their inclusion and utilization of the policy.

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 for specific public spaces.

Proposed Policy:

The County has multiple facilities with space that can be used 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 for such displays by way of an art policy, the exhibit space can be made available on an equitable basis to individuals or groups with respect to artworks that best meet the

standards set for acceptance. The policy addresses the selection of art and displays and recommends the creation of a five member Art Advisory Committee, selected by the Board of Supervisors, to review requests and make recommendations. Decisions related to artwork and location will include the tenant department. The County Administrators Office and/or General Services Director if delegated by the County Administrator will have final approval authority of recommended installations.

Policy Structure:

The proposed policy sets forth the need for an agreement between the artist and the County, and requires 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 provides guidelines for mounting and installing artwork and/or displays to ensure esthetic value, security and stability of the art work. 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. Though this policy does not include the assimilation of art work as a component of new facility construction, the policy can serve as a platform for the future development of such a program. To reiterate, the proposed policy and guidelines under discussion are for displaying artwork in current County owned, controlled and leased facilities and public spaces. Specifically the policy will apply to all owned and leased facility space utilized for general government functions, facility space under the control of the Community Development Commission and public and developed regional park lands managed by the Regional Parks Department .

If the Board approves the proposed policy, staff will return to the Board with a follow up 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:

6/24/2014: Adopt a Public Art Policy and Guidelines for County-owned, controlled and/or leased facilities.

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 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(Revised)
Attachment 2: Public Art Policy and Guidelines for County Property(Red-lined Version)

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



ADMINISTRATIVE POLICY _____

Public Art Policy

Approved: Board of Supervisors

Authority: General Services Director; Managers and Directors of
County Special Districts and Agencies

Clerk of the Board

Date: 8/12/2014

I. Purpose

This policy provides guidelines for displaying artwork in facilities owned, controlled and/or leased by the County of Sonoma or those special districts and agencies governed by the members of the Board of Supervisors. References to “County” herein refer also to those districts and agencies, and with respect to those districts and agencies, references to the General Service Director or department head refer to the general manager, executive director, or other lead manager, as appropriate.

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 department head, general manager or executive director of the County department or agency normally responsible over the area in which the artwork will be displayed.
-
- 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 department head, general manager, or executive director 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 who are employed by the County.

Attachment 1

- The County reserves the right to refuse display space to exhibits that, in its opinion, do not further the mission and philosophy stated above.
- Artworks shall not contain obscene or pornographic material matter; advocate or suggest the use of tobacco products or illegal/prohibited substances; advocate for or against political candidates, political campaigns, ballot measures, or political parties or organizations; or advocate a position (directly or indirectly) on any public policy or social issue. Artworks shall not contain objectionable or controversial material such that the Artwork would be objectively offensive to members of the public or to County employees, or contrary to community standards, or would detract from the mission of the County.
- Granting of permission to display materials does not imply 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.
- 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; contact information can include website address (website could be used to provide additional information on the artwork and information on pricing)
- 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 or part of an exclusive license or other agreement , and to ensure that original art displayed in the County is of high quality.
 - To advise the department head, general manager, or executive director of the County department or agency normally responsible over the area in which the artwork will be displayed relate to purchase or selection of permanent, original art as requested.
- Composition and Terms
 - The committee shall consist of
 - 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).

Attachment 1

- The Committee will apply uniform standards in making its determinations. 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 the display of artwork and location must be approved by the general management of the County department or agency normally responsible over the area being considered:
 - Community Development Commission – Executive Director or as designated.
 - General Government Facilities - County Administrators Office and/or General Services Department.
 - Northern Sonoma County Air Pollution Control District
 - Open Space – General Manager or as designated.
 - Sonoma County Airport – County Administrators Office and/or Transportation, Public Works Department
 - Sonoma County Regional Parks – County Administrators Office and/or Regional Park Department
 - Sonoma County Transportation and Public Works – County Administrator or as designated.
 - Sonoma County Water Agency
- 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 department head, general manager, or executive director of the County department or agency normally responsible over the area in which the artwork will be displayed on behalf of the County.
- 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 an indemnity and “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, or any claim against the County arising from display of the work.
- 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 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 of if the artwork is a gift and or endowment to the County in perpetuity.

Attachment 1

- 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.
- 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.
- Unless stated differently in the art installation agreement, the County is solely responsible for mounting/securing and removing the artwork (artist, or their representative, should be present).
- All artwork is to be hung or set up, and taken down as established within the installation agreement 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)
- Requester or artist shall be present during installation and removal of Artwork.
- County is not responsible for design, engineering, permitting and/or cost associated with modifications or changes to existing facilities required to safely secure displayed Artwork.



ADMINISTRATIVE POLICY _____

Public Art Policy ~~and Guidelines for County Property~~

Approved: Board of Supervisors

Authority: General Services Director; Managers and Directors of County Special Districts and Agencies

Clerk of the Board

Date: 8/12/2014

I. Purpose

This policy provides guidelines for displaying artwork in ~~County of Sonoma (County) facilities~~ owned, controlled and/or leased by the County of Sonoma or those special districts and agencies governed by the members of the Board of Supervisors. References to "County" herein refer also to those districts and agencies, and with respect to those districts and agencies, references to the General Service Director or department head refer to the general manager, executive director, or other lead manager, as appropriate.

~~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~~department head, general manager or executive director of the County department or agency normally responsible over the area in which the artwork will be displayed.
- ~~Artwork displays, including hanging photographs, paintings and print media will be scheduled for a minimum period of the period of one month (with extensions possible); larger Artwork, including sculptures, can be scheduled for one year (with extensions possible). The period of display of any artwork can be extended upon mutual agreement between the County and the artist or the sponsoring entity.~~
- 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)~~department head, general manager, or executive director 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 who are employed by the ~~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.
- Artworks shall not contain obscene or pornographic material; advocate or suggest the use of tobacco products or illegal/prohibited substances; advocate for or against political candidates, political campaigns, ballot measures, or political parties or organizations; or advocate a position (directly or indirectly) on any public policy or social issue. Artworks shall not contain objectionable or controversial material such that the Artwork would be objectively offensive to members of the public or to County employees, or contrary to community standards, or would detract from the mission of the County.
- ~~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.
- 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; contact information can include website address (website could be used to provide additional information on ~~the other a~~ Artwork and information on pricing)
- 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 or part of an exclusive license or other agreement (i.e. Airport use of Snoopy), and to ensure that original art displayed in the County is of high quality.
 - To advise the department head, general manager, or executive director of the County department or agency normally responsible over the area in which the artwork will be displayed relate to ~~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 apply uniform standards in making its determinations ~~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 the display of artwork Art and location must include the user department and a representative from the County Administrators Office and/or General Services Department be approved by the general management of the County department or agency normally responsible over the area being considered:
 - Community Development Commission – Executive Director or as designated.
 - General Government Facilities - County Administrators Office and/or General Services Department.
 - Northern Sonoma County Air Pollution Control District
 - Open Space – General Manager or as designated.
 - Sonoma County Airport – County Administrators Office and/or Transportation, Public Works Department
 - Sonoma County Regional Parks – County Administrators Office and/or Regional Park Department
 - Sonoma County Transportation and Public Works – County Administrator or as designated.
 - Sonoma County Water Agency
 - Sonoma County Transportation and Public Works – County Administrator or as designated. 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 department head, general manager, or executive director of the County department or agency normally responsible over the area in which the artwork will be displayed on behalf of the County. ~~General Services Director on behalf of the County.~~
- 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 an indemnity and “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, or any claim against the County arising from display of the work.

- 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 on walls, including photographs/paintings and print media 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.
- Unless stated differently in the art installation agreement, 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 established within the ~~depicted by the~~ installation agreement ~~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)
- Requester or aArtist shall be present during installation and removal of Artwork.
- ~~County is not responsible for design, engineering, permitting and/or cost associated with modifications or changes to existing facilities required to safely secure displayed Artwork.~~



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Commissioners

Board Agenda Date: August 12, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

John Haig 565-7508

Supervisorial District(s):

5th

Title: Temporary placement of artwork at the Roseland Village Shopping Center property

Recommended Actions:

Consider whether to authorize the Executive Director of the Sonoma County Community Development Commission to execute a license agreement with Mario Uribe for installation of a mural on a building at the Commission-owned property at 665 Sebastopol Rd., Santa Rosa, with a term not to exceed the earlier of the building demolition date or one year from date of execution, in substantially the form on file with the Clerk of the Board, and to execute subsequent amendments to the agreement to make minor, non-substantive changes.

Executive Summary:

The Sonoma County Community Development Commission (CDC) in its role as the Housing Successor to the Sonoma County Community Redevelopment Agency (RDA), is the owner of a property located at 665 Sebastopol Rd. Santa Rosa, commonly known as the Roseland Village Shopping Center site. This property, considered by many to be the center of Roseland, is the location of the annual Cinco De Mayo community celebration and many other community events. The Sebastopol Road Urban Vision Plan adopted by the County in 2007 anticipates that the property will be the site of a public community gathering space once the environmental contamination on the site is remediated and the property is redeveloped for mixed affordable housing and commercial uses.

CDC staff was recently approached with a request for permission to install a mural on the site. Mario Uribe, a local artist, has received a grant to create the mural, which is a four-panel depiction of the face of Andy Lopez, with his face becoming less distinct or fading with each successive panel, as depicted in the attached mock-up. The mural was considered by the Community Engagement and Healing Subcommittee (Subcommittee) of the Board of Supervisors-appointed Community and Local Law Enforcement Task Force, which endorsed installation of the mural on the Roseland Village site if permission could be obtained.

Mr. Uribe's specific request is for a license to attach the mural to the old gas station building on the CDC's property, currently planned for the east side of the building. Mr. Uribe is aware that the CDC

plans to demolish the gas station structure in the next few months and that the license to display the work would be temporary, for a period not to exceed one year, and revocable at will by the CDC. The license agreement would require the artist to maintain the artwork at his sole expense, and to remove the mural upon notification by CDC of the need to do so.

The CDC’s existing Temporary Use Policy for the Roseland Village property does not address the placement of public art on the site. The policy allows non-profit agencies to use the property for a beneficial public purpose, such as a Spay and Neuter clinic or a Food Bank distribution. A decision about whether to allow the proposed art installation could potentially be processed under a proposed County-wide Art Policy that will be considered for approval by your Board; however, it will take some time for such a policy to be implemented after approval, and the proposed installation is time sensitive due to the temporary availability of the building on which the art would be installed. Because of this timing issue and the fact that this request falls outside the CDC’s Temporary Use policy, CDC staff is requesting that your Board make the decision about whether to allow the installation before placement of the mural can occur.

If Mr. Uribe’s request is approved by your Board, CDC staff will negotiate and execute a license agreement, in substantially the form on file with the Clerk of the Board, to facilitate the installation. Staff request that the Executive Director of the CDC be granted authority to execute any contractual agreements or other documents necessary to accomplish this purpose.

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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):

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:			
Photo of proposed mural art project			
Related Items "On File" with the Clerk of the Board:			
License agreement			

DEPICTION OF ANDY LOPEZ MURAL

PROPOSED FOR INSTALLATION AT ROSELAND VILLAGE CENTER





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: Sonoma County Board of Supervisors

Board Agenda Date: August 12, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services Facilities Development and Management

Staff Name and Phone Number:

Mike West: 707-565-3665

Supervisorial District(s):

3rd District

Title: MADF Wastewater Pre-Treatment System

Recommended Actions:

Approve the project plans and specifications for the MADF Wastewater Pre-Treatment System Project and authorize the Chair to execute a construction contract with AE Nelson Construction Inc., for the MADF Wastewater Pre-Treatment Project in the amount of \$468,350, with construction to be completed by December 21, 2014.

Executive Summary:

The County of Sonoma operates the Main Adult Detention Facility (MADF). The MADF is a medium/maximum security facility, housing both pre-trial and sentenced inmates and was opened in 1991. Wastewater collected from the MADF is discharged to the City of Santa Rosa's sanitary sewer system. The City of Santa Rosa requires its commercial and industrial sewer customers to obtain a Waste Discharge Permit. The Permit defines the conditions and limitations of the wastewater discharged into the City sewer system. The MADF Waste Discharge Permit requires that wastewater from the MADF be pretreated before entering the City sewer system to remove solid substances entering the sewer system from the MADF. Meeting this requirement has been a challenge for the County for multiple years due to the fact that monitoring and regulating the behavior and actions of the all of the MADF inmate population is extremely difficult. Though both General Services and the Sheriff staffs have worked closely with the City to implement multiple mitigation and corrective actions in the past years, the end result is that the current MADF wastewater system is out of compliance with the City of Santa Rosa's Waste Discharge Permit due to substances continuing to enter the sewer system. The County has committed to the City of Santa Rosa to be in compliance with the Waste Discharge Permit no later than December 31, 2014.

Project Description

In detention facilities, non-waste materials such as clothing, sheets, personal hygiene products, etc. are flushed down the toilets. This type of material must be intercepted, macerated, and removed from the waste stream prior to entry into the City collection system. When not broken up and removed, this type

of material could cause major obstructions and back-ups in the City lines or treatment plant.

This project is for a Wastewater Pre-Treatment System to meet the conditions of the MADF Waste Discharge Permit issued by the City of Santa Rosa. The work will include a sanitary sewer pump station, wastewater screening equipment, a manhole, and a canopy over the electrical panel. This project will remove the inorganic solid substances from the wastewater system and bring the MADF into compliance with Waste Discharge Permit. Material removed from the waste stream will be cleaned, bagged and disposed of by the local waste hauler. The pre-treatment system will be located just to the northwest of the MADF and screened from the freeway by trees and privacy slat fencing. The wastewater screening equipment was competitively bid and pre-purchased by the County. The pre-purchased screening equipment will be installed by the construction contractor.

An additional full time Building Mechanic was added to Facilities Development Management staff to operate and maintain the MADF Wastewater Pre-Treatment System. The Building Mechanic was hired on 10/28/13 and has been actively working on the electronics, HVAC controls and energy savings projects within the MADF while this project is completed.

Public Bid

A Notice Inviting Bids for the MADF Wastewater Pre-Treatment System Project was issued on June 15, 2014. A mandatory pre-bid meeting was held at the site on June 25. The Project bid opening was held on July 8, 2014.

Bid Results

Four contractors submitted bids for the MADF Wastewater Pre-Treatment System Project. The bid results were as follows:

Bidders Name	Bid
AE Nelson Construction	\$468,350
Piazza Construction	\$570,313
Fort Bragg Electric	\$577,687
CV Larsen Construction	\$762,600

In conformance with Public Contract Code Section 20128 AE Nelson Construction Inc., was the lowest responsive bidder with a bid of \$468,350. After review of AE Nelson’s bid and the scope of work, Staff determined that AE Nelson is the lowest responsive and responsible bidder and that the bid represents a reasonable price and good value to the County. Staff recommends that the Board award the work to AE Nelson Construction Inc. in the amount of \$468,350.

Schedule

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

Funding

Funding for this project is provided from the County’s Capital Project Budget, and has already been approved by the Board of Supervisors through the County’s annual budget adoption process. The cost of the proposed contract is within the project budget.

Effects of Non-Approval

Without the approval of the construction contract with AE Nelson Construction Inc., the construction of the MADF Wastewater Pre-Treatment System will not be able to proceed and the County will out of compliance with the City of Santa Rosa’s Industrial Waste Permit requirements and the County will be exposed to the imposition of a fine and/or revocation of the discharge permit.

Prior Board Actions:

None

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 468,350	County General Fund	\$ 468,350
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 468,350	Total Sources	\$ 468,350

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):

N/A

Attachments:
None
Related Items "On File" with the Clerk of the Board:
Construction Contract between the County of Sonoma and AE Nelson Construction, Inc. Notice of Intent



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: August 12, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Pam Kinzie: 707-565-7684

Supervisorial District(s):

2nd District

Title: MADF Reroof Design

Recommended Actions:

Authorize Chair to execute a contract for design services for removal and replacement of roof on the Main Adult Detention Center in the amount of \$154,030, with a term through December 31, 2014.

Executive Summary:

General Services is requesting the Board of Supervisors approve award of a consultant contract to Allana, Buick and Bers, Inc. for design of a new roof for the Main Adult Detention Center. The Board approved funding for this design contract in FY2014-2015 Capital Budget.

Background:

The Main Adult Detention Center in the County Center is 25 years old and the roof is past its useful life. The roof has numerous significant leaks that have prompted the need to perform repairs over the last several years. The more immediate issues center around the expansion joints between building sections and deterioration and failure of the roof membrane at several locations. A complete reroofing project had been identified as a high priority project and is reflected to be performed in the second year of the 2014-15 Capital Project Plan. Funding was requested and provided in the first year of the 2014-15 capital budget to develop the reroof project design. Currently General Services is working on a project to perform additional limited repairs to the roof in anticipation of the upcoming rain season and to safeguard the integrity of the roof prevent until the roof replacement project is performed.

In 2014 an RFQ was issued by General Services for roofing consultants and four were selected to provide design services for County roofing projects for the next three years. Facilities Management and Development (FDM) division is recommending Allana, Buick and Bers Inc. for design of this complex reroof project due to their extensive experience with these types of projects. Consultant staff will either be escorted when visiting the facility or undergo background checks. Upon completion of the design staff will be better informed to develop construction estimate that will serve as the basis for request of funding for construction. With approval and award of this design contract in July, we expect

to have the preliminary estimate by the end of this calendar year.

Work Description:

Provide design documents for the removal of the old roofing and related components and the installation of a new energy efficient cool roofing system. The design will consist of field investigations to verify the problem areas, construction plans, details and specifications, and construction cost estimates. The design consultant will also prepare protocol options for sealing the walls of the facility if water intrusion evaluations determine that some of the water intrusion can be attributed to the concrete block walls. These protocols will be tested and evaluated with the roofing project but sealing all the walls is not part of this reroof project.

Schedule:

Funding for the design of the MADF Reroof project was approved in the FY 2014-2015 budget. Construction estimates from the completed design will serve as the basis for the request for funding for the roof replacement construction work in the FY 2015-2016 budget.

Results of Non Approval:

If the design contract is not awarded this summer the construction for the new roof will be delayed a minimum of one year. The building is currently experiencing water intrusion attributed to roofing elements that are failing. While these fail points will be addressed in the interim repair effort this summer and provide protection for the coming winter (under the FY2013-2014 budget allocation), it can be expected that due to the age of the roof the water intrusion incidents and resulting interior damage will continue to worsen until the building roof is holistically and permanently replaced. Further delay in the reroofing will likely cause more damage, considerably increasing the cost to remedy.

Prior Board Actions:

May 20, 1014 BOS approved the Capital Project Plan, which included funding for the design of the roof replacement.

Strategic Plan Alignment Goal 3: Invest in the Future

Design for replacement of the MADF's failing roof in an investment in the future to prevent further damage from water incursion from rains.

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 154,030		\$ 154,030
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 154,030	Total Sources	\$ 154,030
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:			
Exhibit A: Scope of Services_ Attach A Exhibit B: Standard Schedule of Fees_ Attach B			
Related Items "On File" with the Clerk of the Board:			
4 Copies of Consultant Contract with Allana Buick and Bers, Inc.			



**EXHIBIT A
 SCOPE OF SERVICES
 AND FEE BREAKDOWN TABLES**

PROJECT BACKGROUND

The Main Adult Detention Facility (MADF) originally opened in 1991. Within a few years, the facility reached its capacity and an expansion was opened in 1997. The MADF is a medium/maximum security facility. It has been communicated to us that there are leaks at the expansion joints. Additionally, it was reported that there have been past historical leaks at failed roof drain flashings. There may be possible wall related leaks and failed sealant joints.

At this time, the County requested services pertaining to the reported leaks including limited destructive investigation and remedial design.

Based on this understanding of your requirements, ABBAE proposes the following scope of services.

SCOPE OF SERVICES

1. Design Development – Lump Sum

- a) ABBAE will prepare a system selection spreadsheet for the roofing repairs recommended. ABBAE's system selection report and a spreadsheet will document our opinion on each of the following:
 - i. Suggested systems
 - ii. Recommendation on each roof and wall coating assembly.
- b) Meet with you at your office or via teleconference on one (1) occasion to review ABBAE's system selection spreadsheet. Discuss impact of system selection on structural and other disciplines during system selection meeting.
 - i. Subsequent to our system review meeting we will provide meeting minutes documenting the design team's building envelope selection decisions.
 - ii. Provide manufacturers' published product literature as necessary, in order to provide additional information on the proposed systems.
 - iii. Update system selection report to match decisions made in Client meetings.

2. Design Services – Lump Sum

- a) Prepare construction details including standardized details in 3" scale or larger. The details will include isometric as well as sections to identify the scope for competitive bidding and for proper constructability. We will submit construction details and specifications to Client for review at three CD phases - 50% and 90%.
 - i. The details will be developed utilizing existing building sections, plans and elevations supplied by Client to ABBAE in AutoCAD electronic format. ABBAE will provide annotations on Client's drawings showing where project detail flags are to be inserted into the Client design set. **Plans and Elevation will be scanned in and annotated if Autocad files are not available.**
- b) Field Investigation and meeting with the County of Sonoma
- c) Prepare technical specifications.
- d) Attend two design meetings with Client and review comments and perform misc. edits.
- e) Construction cost estimating.

3. Mockup Services – Lump Sum

- a) ABBAE will prepare the mockup protocol for the Wall repair.



- b) Prepare limited details for the purpose of illustrating the mock up.
- c) Perform limited water spray testing.
 - i. Assumes 3-4 site visits.
- d) Analyze results

4. Construction Phase Services – Time and Expense:

- a) **To be provide under separate proposal at a later date.**

THIS PORTION OF PAGE LEFT BLANK
SEE NEXT PAGES FOR FEE ESTIMATES

Initials _____



Fees for Scope of Services

Design Development				
Description	Performed by	Hours	Rate	Total
Prepare a brief summary of design recommendations along with a system selection spreadsheet for the roofing repairs recommended.	Consultant	16	\$180.00	\$2,880.00
	Principal	4	\$300.00	\$1,200.00
Meeting with client to review ABBAE's proposed system repair options and approaches	Principal	5	\$300.00	\$1,500.00
Update system repair approaches and selections by County	Principal	4	\$300.00	\$1,200.00
Prepare updated budget estimates	Consultant	16	\$180.00	\$2,880.00
			Subtotal	\$9,660.00
Construction Documents				
Description	Performed by	Hours	Rate	Total
Prepare approximately 70 - 90 construction details, and multiple annotate photos depicting various conditions with detail indicators. Perform hand sketches. Study original construction documents. Develop phasing plan.	Consultant	120	\$180.00	\$21,600.00
	Principal	16	\$300.00	\$4,800.00
	Cad Specialist	230	\$125.00	\$28,750.00
Field Investigation to Review Various Detail Conditions, Backcheck design documents and prepare sheet notes	Consultant	16	\$180.00	\$2,880.00
	Principal	10	\$300.00	\$3,000.00
Prepare Specifications for Various Roofing, Flashing, Sealants, Coatings, and other related specifications. Assist with bid form, unit price, allowances, and alternates development	Consultant	80	\$160.00	\$12,800.00
	Principal	10	\$300.00	\$3,000.00
Scan roof plans and elevations. Annotate elevations and plans with additional construction repair notes and detail call-outs.	Consultant	100	\$180.00	\$18,000.00
	Cad Specialist	100	\$125.00	\$12,500.00
Meetings to review 50% and 90% design documents	Consultant	16	\$180.00	\$2,880.00
Followup responses and updates, Prep for meeting	Principal	16	\$300.00	\$4,800.00
Perform misc. edits to specifications, plans, and details	Consultant	40	\$160.00	\$6,400.00
	Cad Specialist	40	\$125.00	\$5,000.00
Prepared update budget estimates	Consultant	32	\$180.00	\$5,760.00
			Subtotal	\$132,170.00

Initials _____



Mockup Assistance				
Description	Performed by	Hours	Rate	Total
ABBAE will prepare the mockup protocol for the wall coating options (likely two) for construction by a Contractor identified by the County. The purpose of the mockup is to identify the preferred coating of choice.	Consultant	10	\$160.00	\$1,600.00
	Principal	2	\$300.00	\$600.00
Prepare 8 to 10 details to illustrate the mockup, hand sketches (part of this design will already be part of the CD phase)	Consultant	8	\$180.00	\$1,440.00
	Cad Specialist	8	\$125.00	\$1,000.00
Perform field review of the mockup installation, 3 part-time days	Consultant	15	\$180.00	\$2,700.00
	Principal	6	\$300.00	\$1,800.00
Perform a water spray test of the mockup	Consultant	9	\$180.00	\$1,620.00
	Consultant	9	\$160.00	\$1,440.00
Subtotal				\$12,200.00

Total Fee Estimate (not including construction phase services): \$154,030.00

Exclusions and Assumptions

- a) ABBAE is only providing design services for the roofing and above roof wall system. Exterior wall elevations at surrounding perimeter of the building are excluded. Window replacements are excluded as well.
- b) Mechanical, electrical, and structural engineering are excluded.
- c) ABBAE will provide project staff as necessary to deliver our contracted scope of services. It is possible that our assigned staff may vary from those anticipated in our estimated fee tables. Our estimated fee table is not a contract to provide exactly each staff member type and assigned hours, but a general prediction of staffing required to complete our scope of services
- d) This proposal does not include revisions to details as a result of value engineering. All additional meetings, detailing changes and specification changes resulting from value engineer efforts will be invoiced on a time and expense basis in accordance with our attached General Terms and Conditions.
- e) Our fees for construction phase services will be provided at a later date. We estimate 28 weeks of construction in total, including preconstruction and punchlist/closeout.
- f) Expenses not included nor will there be a charge for mileage, photos, printing. ABBAE assumes that drawings will be delivered in electronic format to the County.
- g) RFI's and submittals limited to the quantity indicated.

Initials _____



Consulting Services

We have proposed to provide services that will assist you in confirming that the new building systems and components that the Owner is purchasing are being designed and installed properly. However, such construction is an extremely specialized building expertise; our proposed scope of services and fees are therefore based on the Contractor installing the assemblies and components in strict conformance with the specifications and design details.

Despite our diligent efforts on your behalf, there is still a chance that a failure may occur. This typically results from improper installation, negligence by construction trades when working around the new systems or improper protection after installation. Therefore, it is expressly understood that it is the sole responsibility of the Owner's selected construction contractor to install and protect fully functioning assemblies, systems and components.

Initials _____



When Fees for services are based on the actual hours worked on the project by position, the billing rates will be in accordance with the following schedule:

Position	Rate	Position	Rate
Principal I	\$ 250.00	Building Inspector I	\$ 120.00
Principal II	\$ 275.00	Building Inspector II	\$ 130.00
Principal III	\$ 300.00	Building Inspector III	\$ 145.00
Principal IV	\$ 350.00	Building Inspector IV	\$ 160.00
Associate I	\$ 185.00	Building Technologist I	\$ 100.00
Associate II	\$ 200.00	Building Technologist II	\$ 110.00
Associate III	\$ 215.00	Building Technologist III	\$ 120.00
Associate IV	\$ 225.00	Building Technologist IV	\$ 130.00
Consultant I	\$ 135.00	Forensic Building Technologist	\$ 135.00
Consultant II	\$ 145.00	Field Monitor I	\$ 95.00
Consultant III	\$ 160.00	Field Monitor II	\$ 105.00
Consultant IV	\$ 180.00	Field Monitor III	\$ 115.00
Forensic Consultant	\$ 200.00	Field Monitor IV	\$ 125.00
Senior Forensic Consultant	\$ 225.00	Field Monitor (Part-Time)	\$ 125.00
Engineer I	\$ 135.00	CAD Technician I	\$ 95.00
Engineer II	\$ 145.00	CAD Technician II	\$ 110.00
Engineer III	\$ 160.00	CAD Technician III	\$ 125.00
Engineer IV	\$ 180.00	Admin Services	\$ 85.00
Forensic Engineer	\$ 200.00	Forensic Document Specialist	\$ 125.00
Architect I	\$ 135.00	IT Consultant	\$ 135.00
Architect II	\$ 145.00		
Architect III	\$ 160.00		
Architect IV	\$ 180.00		
Forensic Architect	\$ 200.00		



EXHIBIT B
ABB California
Standard Reimbursable Schedule
(Updated February 2011)

1. All invoices for sub-contractors and sub-consultants retained by ABB shall be reimbursed based on sub-consultants or sub-contractors invoice plus a 15% service charge. Alternately, CLIENT may enter into an agreement with the subcontractor or sub-consultant directly.
2. All outside vendors, rental costs, travel costs and expenses utilized for the project such as, airline travel, car rental, man lift rental, staging costs, reproduction, etc shall be invoiced to CLIENT, plus a 15% service charge.
3. Automobile expenses for personal or company vehicles will be charged at the Internal Revenue Service reimbursement rate in effect at the time the expense was incurred. Travel time is calculated from portal to portal, or round trip to the local ABB office.
4. Reproduction costs for in-house plotting are \$1.50 per square foot; color photocopying is \$0.85 per 8 1/2" x 11" page. Cost of black and white photocopying is \$0.10 per 8 1/2" x 11" page. Black and white printing on special paper is \$0.20 per page. Cost of color printing and photocopying is \$0.85 per 8 1/2" x 11" page.
5. Delivery or shipping charges for samples, field testing equipment, etc. Laboratory equipment and instrumentation directly identifiable to the project. Purchase of specialized equipment and rental of equipment from outside vendors.
6. Photographs for project records and reproductions of drawings and reports. Photographs are charged at a flat rate of \$35/roll of film including processing and handling. Digital photos are charged at a flat rate of \$0.25 per image. Digital photos copied on to a CD or DVD are charged at a flat rate of \$35 per disk. Digital photo reproduction for reports will be invoiced at \$1.50/sheet.
7. Airfare, rental vehicles, other transportation, and living expenses incurred for out-of-town projects. Principals will travel on business class or better for flights longer than 2 hours in order to make efficient use of travel time.
8. For out-of-town travel, per diems will be charged according to published U.S. government rates.
9. Equipment and Other Reimbursable Expenses:
 - 9.1. Boroscope usage will be invoiced at \$200/day.
 - 9.2. Nuclear Moisture Gauge usage will be invoiced at \$600/day.
 - 9.3. Fastener Pull Test Gauge usage will be invoiced at \$200/day.
 - 9.4. Ultrasonic Thickness Gauge usage will be invoiced at \$200/day.
 - 9.5. Infrared imaging will be invoiced at \$250/day.
 - 9.6. X-Ray imaging will be invoiced at \$500/day for equipment rental, plus \$100 per image.
 - 9.7. Single Ply Membrane Seam Testing will be invoiced at \$250/day, plus \$25 per test.
 - 9.8. Rebar size and cover meter usage will be invoiced at \$200/day.
 - 9.9. Half cell, potential for corrosion meter will be invoiced at \$250 per day.
 - 9.10. Impact echo testing equipment will be invoiced at \$500 per day.
 - 9.11. Spray rack(s) for water testing will be invoiced at \$300/day.
 - 9.12. Sample storage fee is \$50 per month after the first 60 days of in-house storage.
 - 9.13. Publications or other reference material needed to complete projects including AIA, AAMA, ASTM, NRCA, ASCE, ASHRAE, and similar standards.
 - 9.14. Preparation and printing of AIA contract documents using metered AIA contract document software.
 - 9.15. Reproduction costs for all outsourced printing, plotting photocopying, binding and other reproduction services.
 - 9.16. Specialized sounding equipment for detection of delaminating or spalling concrete will be invoiced at \$50/day.
 - 9.17. Blower fans and room pressurization equipment will be invoiced at \$250/day.
 - 9.18. Electronic Field Vector Mapping Equipment will be invoiced at \$250/day.
 - 9.19. Temperature and Humidity Data Loggers will each be invoiced at \$25/day.
 - 9.20. Calcium Chloride Testing will be invoiced at \$50/test.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: August 12, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services Department

Staff Name and Phone Number:

José Obregón, 707-565-2977

Supervisorial District(s):

All

Title: Lease extensions with the State of California Administrative Office of the Courts for Fleet Building and parking facilities at the County Administration Center

Recommended Actions:

- 1) Authorize the Board Chairman to execute amendments to extend the terms of the following agreements, through April 30, 2016: (1) Lease Agreement with the Judicial Council of California, Administrative Office of the Courts (AOC) for premises located at 2688 Ventura Avenue, Santa Rosa (the Fleet Building); (2) Lease Agreement with the AOC for premises located at 600 Administration Drive, Santa Rosa (the Old Jail);
- 2) Authorize the Board Chairman to execute a Parking License Agreement with the Judicial Council of California (JCC), through April 30, 2016, for premises located at Russell Avenue, Santa Rosa (P20 Parking Lot)

Executive Summary:

New Santa Rosa Criminal Courthouse Project. In November, 2011, your Board authorized the General Services Director to execute a property acquisition agreement and related agreements with the AOC, which is the staff agency of the JCC, and the State of California, to allow the AOC and State to purchase from the County certain real property, including both the land and building located at 2688 Ventura Avenue, Santa Rosa (the Fleet Building site), and 600 Administration Drive, Santa Rosa (the former Old Jail site). In addition, County entered into a parking easement agreement with the AOC in April, 2012, wherein County granted the State acting through the AOC, an exclusive easement (Easement) for the parking lot on Russell Avenue to the north of the County Main Adult Detention Facility. AOC and the State purchased the Fleet Building site and the former Old Jail site, and acquired the Easement for the Russell Avenue parking lot for the purpose of construction and operation of a new Santa Rosa criminal courthouse (the Project) for use by the Sonoma County Superior Court.

The Fleet Building site contains the Fleet building which is used by County staff for the maintenance of the County's vehicle fleet, the material lab operations that support Transportation and Public Works operations and as well as the associated parking facilities which are used by County employees and

visitors to the County Administration Center. The former Old Jail was demolished in 2012, however, the area immediately adjacent to the Old Jail site continues to be used for parking by County staff and Superior Court employees and visitors for the existing Court facility. In April, 2012, County and AOC executed separate lease agreements for the Old Jail and Fleet Building sites, and a license agreement for the Russell Avenue parking lot (the "Agreements"), to preserve these sites for continued use by the County and Superior Court staff and visitors pending commencement of the Project. The original term of these Agreements expired on June 30, 2013. In January, 2013, due to State budget constraints for funding for the construction of the court project and the subsequent deferral in relocation of the Fleet Building, both parties agreed to extend the term of the Old Jail and Fleet Building Agreements through June 30, 2014 to allow the continued use of the sites by County staff and its clients. The original Agreement for the Russell Avenue parking lot expired on June 30, 2013; however, the term was not extended, due to an administrative oversight by the AOC.

Status of the Criminal Courthouse project

The AOC and State of California staff recently informed County staff that the State has now authorized a budget to fund the construction of the Project. The AOC and State have projected that based on the revised project schedule the State anticipates the need to control the sites currently leased to the County in late 2016. The State has informed the County that the current Agreements for the Old Jail and Fleet Building sites, allowing use of these properties may be extended through April 30, 2016. Likewise, the State has prepared a new agreement for the Russell Avenue site between the County and the JCC, as the previous agreement expired on June 30, 2013, with the term for the new agreement to also expire April 30, 2016. Staff requests that your Board authorize the Board Chairman to execute the proposed amendments and license agreement to extend the terms of the subject Agreements through April 30, 2016.

Relative the relocation of the fleet and material lab operations, staff is working with the County Administrator's Office on a relocation plan that aligns with the State's target date relative the need for the property.

Prior Board Actions:

11/15/2011—Resolution authorizing the General Services Director, or his designee, to execute agreements and other instruments between the County and AOC for the transfer of certain real property to the AOC for the proposed New Santa Rosa Criminal Courthouse Project

Strategic Plan Alignment Not Applicable

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):

County pays \$1.00 each for the entire term of each agreement.

Staffing Impacts

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

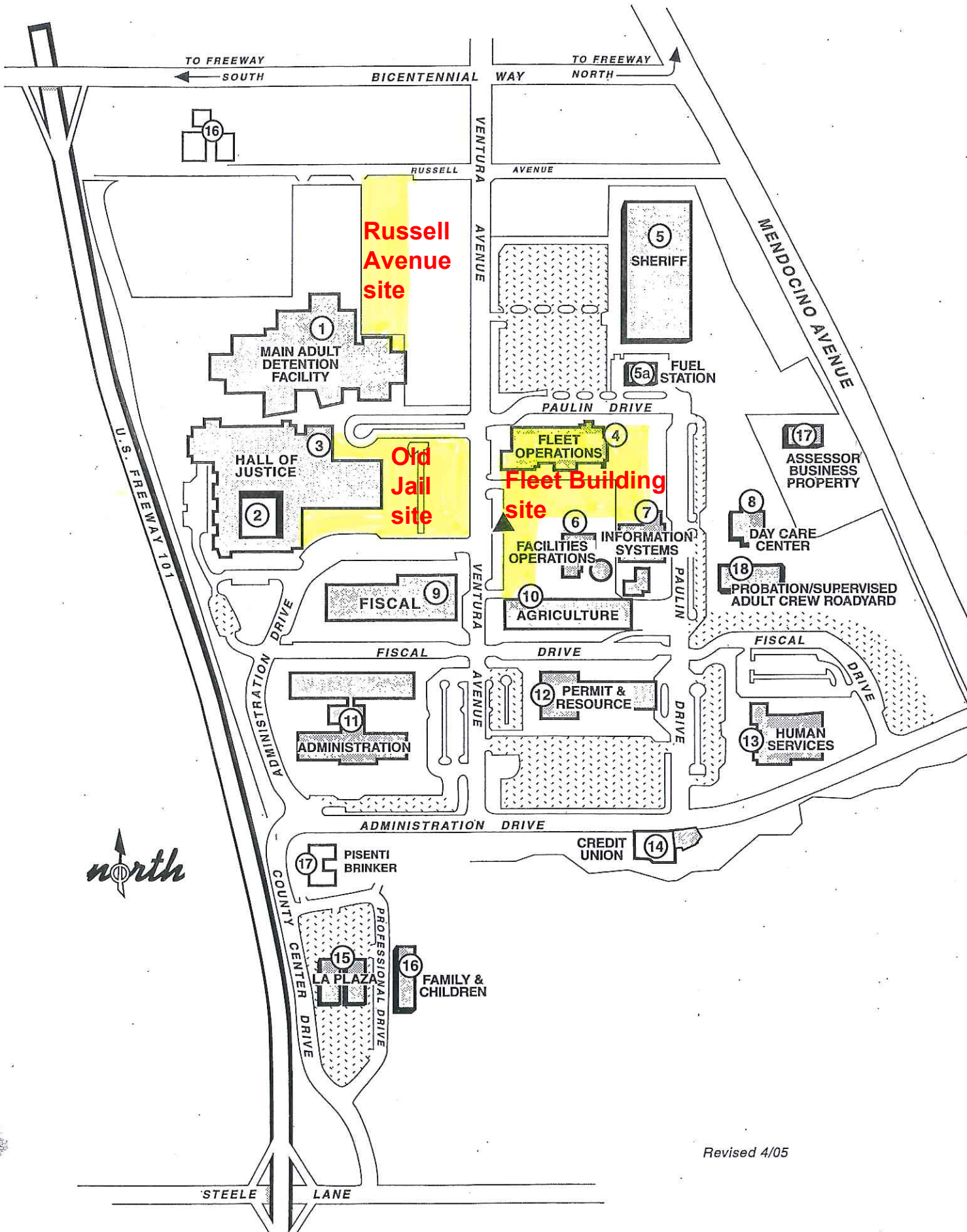
Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Diagram

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

- (5) originals of the proposed amendment to Lease for the Fleet Building site, for signature by the Board Chair
- (5) originals of the proposed amendment to Lease for the Old Jail site, for signature by the Board Chair
- (5) originals of the proposed Parking Lot Agreement for the Russell Avenue parking lot, for signature by the Board Chair



Revised 4/05



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: August 12, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Matthew Mendonsa: 707-565-2552

Supervisorial District(s):

1st District

Title: Overflow Parking Approval at Sonoma Harvest Wine Auction

Recommended Actions:

Authorize the Director of General Services to execute a License Agreement for overflow parking for Sonoma Harvest Wine Auction at 7425 Rancho Los Guilicos Road, Santa Rosa, CA on August 31st, 2014.

Executive Summary:

Background:

The Sonoma Harvest Wine Auction has been held for the last two years by the SVVGA at the Los Guilicos facility. The event is expected to attract up to 600 people from around the region. This is one of many events that support the Board efforts of promoting and supporting local businesses.

In support of this event, General Services is requesting the Board of Supervisors to authorize the Director of General Services to execute a License Agreement for overflow parking for Sonoma Harvest Wine Auction event to be held at 7425 Rancho Los Guilicos Road, Santa Rosa, CA on August 31st, 2014.

Under the license agreement, Sonoma Valley Vintners and Growers Alliance ("SVVGA") will pay the County a fee of \$1,000 for use of the parking facility. The parking lot requested under the agreement is the gravel parking lot at the Los Guilicos Campus adjacent to the classrooms and old Juvenile Hall. Overflow parking for event staff and vendors may be required at Los Guilicos parking lots outlined in Exhibit A within License Agreement.

All insurance requirements for the event have been met.

Prior Board Actions:			
<ul style="list-style-type: none"> A Board Resolution authorizing the SVVGA's and its agent Chateau St. Jean Winery to have the event was signed by the Board of Supervisors on June 13, 2002. (Resolution #02-028). 			
Strategic Plan Alignment		Goal 4: Civic Services and Engagement	
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 0.0	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 1000.
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 0.0	Total Sources	\$ 1000.
Narrative Explanation of Fiscal Impacts (If Required):			
Payment by the Sonoma Valley Vintners & Growers Alliance (SVVGA) for use overflow parking will be made in the amount of \$1,000. Fees will be used to offset any costs incurred by General Services.			
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: No impact to County resources or personnel.			
Attachments:			
None			
Related Items "On File" with the Clerk of the Board:			
License Agreement with Exhibit A, Exhibit B Rules and Regulations			



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: August 12, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Tom Richardson 707.565.5820

Supervisorial District(s):

All

Title: Agreements with U.C. Davis Extension

Recommended Actions:

Authorize the Director of Human Services to execute agreements with the University of California, Davis Extension to provide Eligibility, Child Welfare, and Adult Services training to Human Services Department staff for the period of July 1, 2014 through June 30, 2015 for a total net contract value of \$207,375. All costs for this program are fully reimbursed by the state resulting in a zero net cost to the department.

Executive Summary:

The Human Services Department is requesting that the Director be authorized to execute three agreements with the University of California, Davis Extension to provide in-service and professional training to Human Services Department staff, for the period of July 1, 2014 through June 30, 2015 for a total contract value of \$240,950.

Beginning in Fiscal Year 1984-1985, the State allocated annual Staff Development funds to counties for training Eligibility Workers. In 1991, Title IV-E funds became available to include training to Child Welfare Services Social Workers, and in 1996 additional funding became available to train Adult Services Social Workers. To receive these funds, counties must sign agreements with the University of California, Davis Extension, to provide the training. The State is continuing this funding for Human Services Department staff training for Fiscal Year 2014-15 with \$240,950 being allocated to Sonoma County as follows:

1. \$134,300 for Eligibility Worker training.
2. \$63,200 for Child Welfare training.
3. \$43,450 for Adult Services training.

The total value of the three contracts is \$240,950. The University reduces the stated costs by \$33,575 and the remaining costs of \$207,375 are reimbursed to Sonoma County by the State, resulting in no net cost to the County.

Prior Board Actions:			
The Board has approved training agreements with U.C. Davis since Fiscal Year 1984-1985.			
Strategic Plan Alignment Goal 4: Civic Services and Engagement			
The training provided by this program will contribute to the outcome of having a professionally managed organization through a workforce that implements established best professional practices.			
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 207,375		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 207,375
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 207,375	Total Sources	\$ 207,375
Narrative Explanation of Fiscal Impacts (If Required):			
The total value of the services provided through the contract is \$240,950. From this, UC Davis deducts their in-kind contribution leaving the Human Services Department share of cost of \$207,375. Funding for these agreements is included in the department's approved Fiscal Year 2014-15 budget. All costs for this program are fully reimbursed by the state resulting in a zero net cost to the department.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
None			
Related Items "On File" with the Clerk of the Board:			
U.C. Davis Extension Contracts			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 12, 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 and Fifth

Title: Award of Contract for 2014 Pavement Preservation Program Full-Depth Reclamation C14020

Recommended Actions:

1. Approve plans and specifications for the 2014 Pavement Preservation Program Full-Depth Reclamation C14020.
2. Award contract to low bidder, Ghilotti Construction Company in the amount of \$4,526,970.60 and authorize Chair to execute construction contract C14020.

Executive Summary:

On March 25, 2014 the Board approved the expenditure plan for the FY 2013-14 General Fund contributions towards pavement preservation comprised of \$8M in one-time funds and \$2.2M in solid waste franchise fees. As part of the plan the Board approved a list of roads for the 2014 Pavement Preservation Program. The program includes several different treatments and will improve 38.96 miles of County roads. Work to be performed by a combination of County forces and by two outside contracts including the current item, the 2014 Pavement Preservation Program - Full Depth Reclamation, and the 2014 Pavement Preservation Program – Bonded Wearing Course scheduled for Board consideration on August 19, 2014.

The current contract includes full-depth reclamation with cement and full-depth reclamation with asphaltic emulsion to the following roads segments:

- A. Arnold Drive (#5603), PM 18.39-19.30, from Bridge over Sonoma Creek in downtown Glen Ellen to State Route 12, (District 1)
- B. Bennett Valley Road (#6604), PM 17.34-19.88, from Old Bennett Ridge Road to Warm Springs Road, (District 1)
- C. Westside Road (#8001), PM 10.00-16.70, from River Road to Sweetwater Springs Road, (District 5)

Project was advertised for bids: June 13 to July 15, 2014

Bids were opened: July 16, 2014

Base bids were received and deemed responsive as follows:

- 1. Ghilotti Construction Company.....\$4,526,970.60
- 2. Argonaut Constructors Incorporated.....\$4,553,358.80
- 3. O C Jones & Sons.....\$4,589,895.00

The Engineer’s Estimate was \$4,132,975.00.

In accordance with Public Contract Code Section 20128, the contract shall be awarded to the lowest responsible bidder.

Ghilotti Brothers Incorporated (“GBI”) submitted a bid that was deemed unresponsive due to a material deviation from the bid requirements. GBI subsequently filed a bid protest with the Department, which was denied administratively. GBI did not request a formal hearing with the Board and its bid protest is deemed withdrawn.

The low bid of \$4,526,970.60 is \$393,995.60 above the Engineer’s Estimate. The second bid is \$26,388.20 above the low bid. The major differences between the bid and the estimate are the costs for the asphalt items and the traffic control items.

Ghilotti Construction Company is experienced in this type of work. They have been licensed since 1992 and have recently completed numerous jobs for our department, including last year’s 2013 Pavement Preservation Program – Overlays project.

The Department recommends awarding the contract. The total estimated cost of construction is \$4,979,667.66 including 10% for construction contingency. Appropriations are available in the FY 2013-14 Road Improvements budget. Funding for the project is from one-time General Fund and General Fund franchise fees received in FY 2013-14.

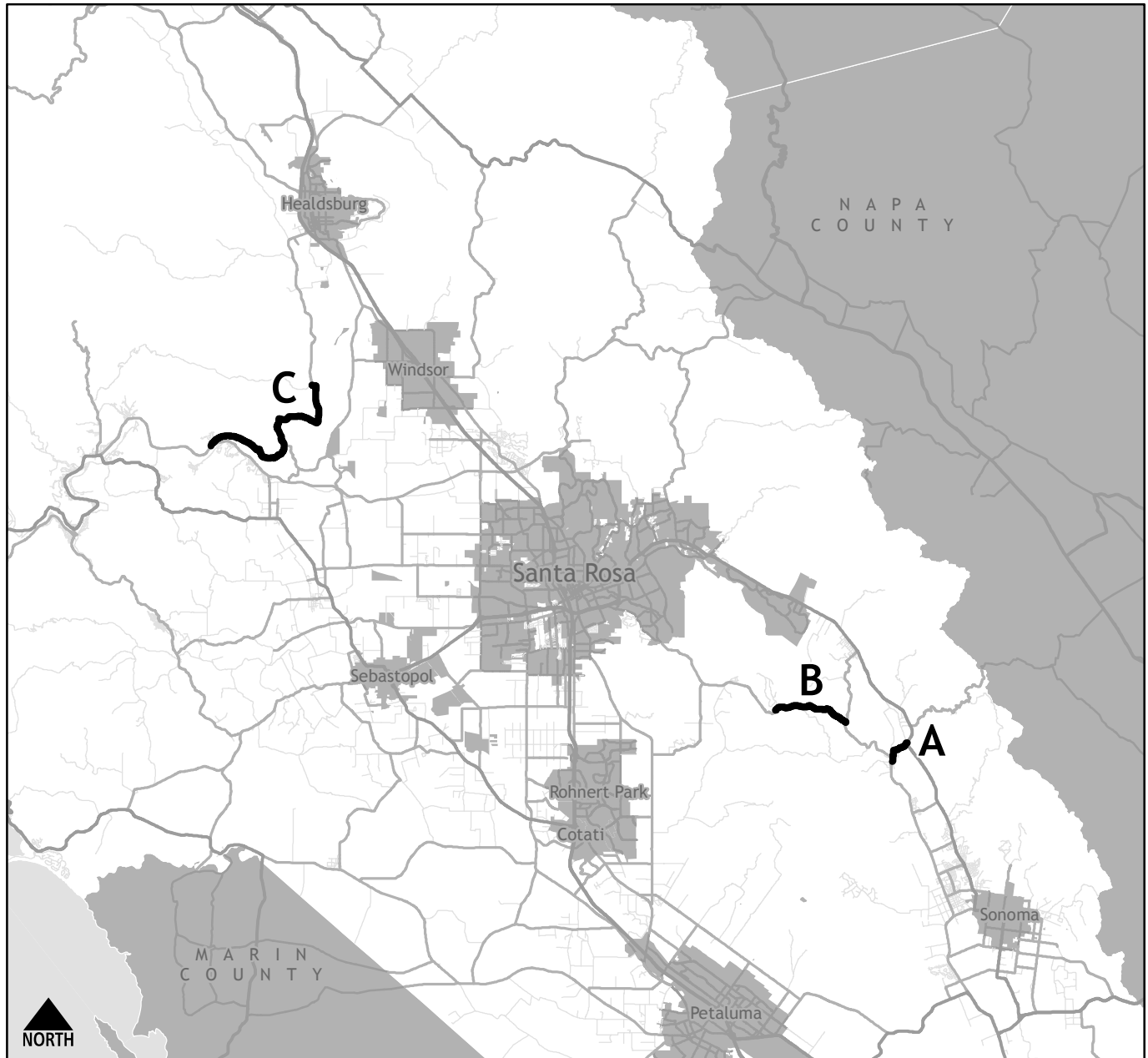
Prior Board Actions:
03/25/14: Board approved the 2014 Pavement Preservation Program.
Strategic Plan Alignment Goal 3: Invest in the Future
This project will improve the surface of 10.15 miles of County roads.

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 4,979,668	County General Fund	\$ 4,979,668
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 4,979,668	Total Sources	\$ 4,979,668
Narrative Explanation of Fiscal Impacts (If Required):			
Appropriations are available within the FY14-15 Road Capital Improvements Budget. Project funded with FY 13-14 One-Time General Fund contribution for pavement preservation.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Location Map			
Related Items "On File" with the Clerk of the Board:			
Special Provisions, Bid Book, Plans, Addendum 1, Clarification 1			

Location Map

2014 Pavement Preservation Program (C14020)

May, 2014



Road Name	Project Limits	Road No.	Post Mile	Length
(A) Arnold Dr	Sonoma Creek bridge to Hwy 12	5603	18.39 - 19.30	0.91
(B) Bennett Valley Rd	Old Bennett Ridge Rd to Warm Springs Rd	6604	17.34 - 19.88	2.54
(C) Westside Rd	River Rd to Sweetwater Springs Rd	8001	10.00 - 16.70	6.70



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: August 12, 2014

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Susan Klassen (707) 565-2231

Supervisorial District(s):

Fourth

Title: REACH-CSC, LLC, Lease Agreement Amendment

Recommended Actions:

Approve and authorize the Chair to execute a First Amendment to the lease agreement of REACH-CSC LLC, tenant upon property at the Airport.

Executive Summary:

The Department of Transportation and Public Works Airport Division is requesting approval and execution of an amendment to the REACH-CSC, LLC lease agreement. REACH-CSC, LLC is an air medical transport and ambulance service. In October, 2003, the County of Sonoma ("County") and REACH-CSC, LLC ("Tenant") entered into a long-term (30 year) lease agreement ("Lease") at the Charles M. Schulz – Sonoma County Airport ("Airport"). The Lease allows for an annual rent increase of 4% per year, with a reset to fair market rent at years eleven (11) and twenty-one (21) of the Lease. Per the Lease, the base rent is to be adjusted, by amendment to the Lease, and reset to fair market rent in July 2014.

In 2013, the Airport hired The Crocker Company to complete a rental rate study of like airports. The study results were used to establish local fair market rent and were incorporated into the Airport's Rates and Charges. County has determined that fair market rent will be set at \$2,329.45 per month. This is an 8.4% or \$2,544 per year decrease from the previous fiscal year's rental rate. Additionally, in an effort to maintain fair market rent, County proposed and Tenant stated the preference to change the annual increase rate from a fixed 4% to a Consumer Price Index (CPI) based calculation. Annual lease rent adjustments for the twelfth (12th) through twentieth (20th) years of the Lease will be based on CPI Index for All Urban Consumers, Not Seasonally Adjusted for the San Francisco, Oakland, and San Jose, CA Area, Series ID #CUURA422SA0 by the United States Bureau of Labor Statistics. The minimum yearly increase shall be no less than two percent (2%) and the maximum yearly increase shall be no more than six percent (6%) regardless of the actual CPI yearly percentage changes. The base for calculating the initial annual increase will be April 2014.

Prior Board Actions:			
11-5-13: Approved Consent to Transfer regarding ownership of REACH-CSC, LLC.; 10-28-03: Approved Ground Lease to REACH-CSC, LLC.			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
The operation of the REACH helicopter out of Charles M. Schulz – Sonoma County Airport provides important emergency response services to residents and visitors in Sonoma County and surrounding areas.			
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ -2,544
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$ -2,544
Narrative Explanation of Fiscal Impacts (If Required):			
This lease extension will initially decrease the lease’s rent revenues by 8.4% for a total loss of \$2,544 for FY 14/15; the Airport budget will be adjusted accordingly at the first quarter consolidated adjustment hearing to account for the difference in revenue.			
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, Original Lease			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 12, 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 District

Title: Airport Boulevard at Fulton Road Signalization Project

Recommended Actions:

Approve resolution authorizing the Chair to execute an Agreement for Purchase and Sale of Real Property, including payment of \$11,182; accept a Grant Deed, and land; and take other necessary actions to acquire lands of Sonoma County Agricultural Preservation and Open Space District (APN 059-230-074 & 040) for the Airport Boulevard at Fulton Road Signalization Project.

Executive Summary:

The subject of this resolution is the purchase of right-of-way from the Sonoma County Agricultural Preservation and Open Space District ("District") for the Airport Boulevard at Fulton Road Signalization Project ("Signalization Project").

The Department of Transportation and Public Works completed the Signalization Project in Fall 2013. The Project was constructed to handle the expected additional traffic from the new freeway interchange and freeway overpass presently under construction by Caltrans and the Sonoma County Transportation Authority ("Caltrans Project") directly to the west.

Since the Caltrans Project will result in changes to the traffic volume and circulation patterns in the vicinity of the County's road intersection, the Signalization Project had to be constructed prior to the Caltrans Project. A formal offer under the threat of eminent domain was made to the District on March 26, 2012. Since time was of the essence, the District granted early possession of the subject right-of-way to the County while negotiations over compensation and completion of administrative matters continued. A Possession and Use Agreement between the parties, dated May 22, 2012, allowed construction to proceed.

The County Signalization Project consisted of the signalization and improvement of the intersection of Airport Boulevard and Fulton Road, and installation of a curb, gutter and sidewalk on the north side of Airport Boulevard for approximately 300 feet west of Fulton Road. A curb return was constructed on the

northeast corner of the intersection. A pavement overlay was installed along the new sidewalk limits and east to Old Redwood Highway. Overhead utilities were undergrounded in the vicinity of the sidewalk improvements. Right-of-way was required from two properties on the northerly side of Airport Boulevard.

A 3,324 sq. ft. fee interest is required from the property that is the subject of this item in order to complete this right-of-way transaction necessitated by the Signalization Project. The proposed acquisition is a nearly 10 foot wide strip along a portion of the property's southerly frontage. The 17.77 acre District property is leased in its entirety to Tierra Vegetables. The lessee grows crops and has a retail vegetable stand on-site. At the time of project construction, new frontage field fencing and a new primary driveway entrance were installed by the County on the District's remainder property.

Caltrans is also presently in the process of finalizing right-of-way acquisitions from this property for their adjoining project.

The District's Board of Directors approved the settlement of \$11,182 on June 10, 2014.

The attached resolution will authorize the Chair to execute an Agreement for Purchase and Sale of Real Property, including payment of \$11,182, which includes \$-0- for severance damages; accept a Grant Deed, and land; accept said land into the County highway system; authorize proration and transfer of taxes on said land; and authorize refunds, if applicable, under Section 5096 of the Revenue and Taxation Code.

The project was funded with Proposition 1B, Measure M, and Countywide Traffic Mitigation funds. Appropriations are available in the FY 2014-15 Capital Improvements budget.

The property right being purchased is required for the project.

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

Prior Board Actions:

5/22/2012: The Board approved a Possession and Use Agreement with District so the project construction could proceed in a timely manner. (Resolution No. 12-0267)

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

This project improved traffic flow and pedestrian safety along a busy County roadway.

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 11,182		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 11,182
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 11,182	Total Sources	\$ 11,182
Narrative Explanation of Fiscal Impacts (If Required):			
Total compensation for this acquisition is \$17,982; \$6,800 worth of work was completed as part of the construction contract, the \$11,182 above is what remains to be paid to the District.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution; Resolution's Exhibit A; Location Map; Acquisition Map.			
Related Items "On File" with the Clerk of the Board:			
Grant Deed; Agreement for Purchase and Sale of Real Property.			



County of Sonoma
State of California

Date: August 12, 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 Chair To Accept Grant Deed, And Land; Execute Agreement For Purchase And Sale Of Real Property, Including Payment Totaling \$11,182, Which Includes \$-0- For Severance Damages; Accept Land Described Therein Into The County Highway System; Authorizing Proration And Transfer Of Taxes On Said Land; And Authorizing Refund, If Applicable, Pursuant To §5096 Of The Revenue And Taxation Code; Lands Of Sonoma County Agricultural Preservation And Open Space District (APN 059-230-074 & 040); Airport Boulevard At Fulton Road Signalization Project.

Whereas, a Grant Deed, dated June 10, 2014, conveying land described therein to the County of Sonoma, has been tendered to this Board of Supervisors by the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5500 et seq; and

Whereas, the County of Sonoma is desirous of permanently securing said land for road improvements already constructed on the property by the County of Sonoma by way of an interim Possession and Use Agreement, dated May 22, 2012, between the parties herein.

Now, Therefore, Be It Resolved that the Board does hereby accept said deed conveying a real property interest to the County of Sonoma according to terms set forth therein.

Be It Further Resolved that the Chair of the Board be and hereby is authorized and directed to execute the Agreement for Purchase and Sale of Real Property and the statutory Certificate of Acceptance in connection with said deed conveying a real property interest to the County of Sonoma.

Be It Further Resolved that the right-of-way conveyed to the County by said deed, and more particularly described in Exhibit "A" attached, be and the same is accepted into the County highway system under the provisions of §941 and §943 of the Streets and Highways Code of the State of California.

Be It Further Resolved that the total financial consideration for the property is

Resolution #

Date:

Page 2

\$17,982, which includes the following:

LAND	\$8,659
IMPROVEMENTS	\$2,350 (landscaping, gate, gate inset fencing)
SEVERANCE	\$ -0-
OTHER	\$173 (interest)
OTHER	\$6,800 (completed Construction Contract Work)

Be It Further Resolved that as part of the total financial consideration above, the County Auditor-Controller-Treasurer-Tax Collector be and hereby is authorized and directed to draw a warrant on the Road Fund, Acquisition of Right-of-Way, in the sum of \$11,182, payable to Sonoma County Agricultural Preservation and Open Space District, said sum representing the financial consideration agreed upon in connection with the herein described conveyance.

Be It Further Resolved that pursuant to §4986 and §5096 of the Revenue and Taxation Code of the State of California, the County Auditor and Assessor be and hereby is authorized and directed to prorate, transfer and refund (if applicable) the taxes as of this date on the herein described land conveyed to the County of Sonoma more particularly described as follows:

See Exhibit "A" attached

Be It Further Resolved that the County Recorder be and hereby is authorized and directed to record said deed at no cost to the County as provided under Government Code §6103.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

305 on g
6/10/14 #12 APOSD

RECORDING REQUESTED BY

COUNTY OF SONOMA

.....

WHEN RECORDED, RETURN
TO
EXECUTIVE SECRETARY
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

APN 059-230-074 ptn.

GRANT DEED

Record free per Gov. Code 6103. Required by Sonoma County Dept. of Transportation and Public Works for public works project.

C05016 Airport Blvd at Fulton Road

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT,
a governmental agency formed pursuant to the provisions of
Public Resources Code Section 5500 et seq.,

GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA

All that real property situated in the unincorporated area of the County of Sonoma, State of California,
described as follows:

SEE EXHIBIT "A" ATTACHED

Sonoma County Agricultural Preservation
and Open Space District

Dated June 10, 20 14

By: 
David Rabbitt, Chair
Board of Directors

Resolution's Exhibit A

Exhibit "A"

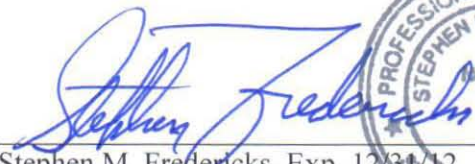
That portion of the Northwest ¼ of Section 29, Township 8 North, Range 8 West, Mount Diablo Baseline and Meridian, in the County of Sonoma, State of California, described as follows:


Being a portion of the lands of the Sonoma County Agricultural Preservation and Open Space District, as described in that deed recorded as Document Number 1998-019034 of Official Records, Sonoma County Records. Said portion being more particularly described as follows:

COMMENCING at a found State of California Concrete Monument with Brass Disc designated "S-117" as shown on that map entitled "Tract No. 833, Airport Corporate Center I", recorded April 11, 1989, in Book 432 of Maps at Page 48, in the Office of the County Recorder of Sonoma County, said monument bears South 32°33'47" East, 6373.60 feet (South 32°34'23" East, 6373.80 feet record per said Map) from a found State of California Concrete Monument with Brass Disc designated "S-125" as shown on said Map; thence North 69°33' 49" East, 1125.12 feet; thence from a tangent that bears North 88°48'07" East along a curve to the right with a 334.00 foot radius, easterly, southeasterly and southerly along the arc of said curve 435.07 feet through a central angle of 74°38'01"; thence South 16°33'53" East, 36.00 feet; thence South 58°30'42" East, 63.90 feet; thence South 83°33'35" East, 241.83 feet; thence North 81°32'20" East, 57.10 feet; thence South 83°32'55" East, 90.17 feet; thence South 67°17'32" East, 61.13 feet; thence South 82°01'20" East, 71.76 feet; thence South 00° 17'27" West, 0.84 feet to the POINT OF BEGINNING; thence South 89°45' 51" East, 246.14 feet; thence North 0°14' 09" East, 9.29 feet; thence South 89°45' 51" East, 30.70 feet; thence North 66°36' 23" East, 18.46 feet to the southwesterly line of Lot 7 of the map of Larkfield Meadows Subdivision, Tract No. 705, recorded in Book 375 of Maps at Page 6, Sonoma County Records; thence along said southwesterly line South 46° 25' 40" East, 7.00 feet to the most southerly corner of said Lot 7 and the northerly line of the lands of the County of Sonoma, as described in that Grant Deed, recorded August 20, 1985, as Document 85-054642, Official Records of Sonoma County; thence along said northerly line South 45°39' 15" West, 31.31 feet; thence North 89°43' 37" West, 276.56 feet to a point that bears South 00° 17'27" West from the point of beginning, thence leaving said northerly line North 00° 17'27" East, 9.91 feet to the Point of Beginning.

Basis of Bearings: California Coordinate System of 1983, Zone 2, per project control for State of California, Division of Highways improvements to U.S. Highway 101 at Airport Boulevard.

This legal description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Stephen M. Fredericks. Exp. 12/31/12



Containing 3324 square feet, more or less.

Road Name: Airport Blvd.
Road No.: 8803A
P.M. 11.92-11.98 Left
APN 059-230-074

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sonoma

On June 10, 2014 before me, Sandra L. Faus, Notary Public
(Here insert name and title of the officer)

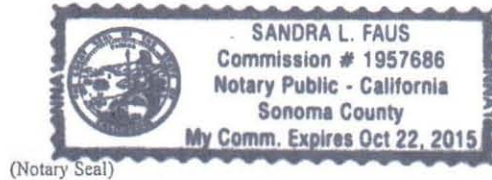
personally appeared David Rabbitt

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sandra L. Faus
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant Deed APOSD to Sonoma County;
(Title or description of attached document)

APN 059-230-074
(Title or description of attached document continued)

Number of Pages Document Date 6/10/2014

Airport Blvd. at Fulton Signal; R/W; Open Space
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other Board of Directors

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

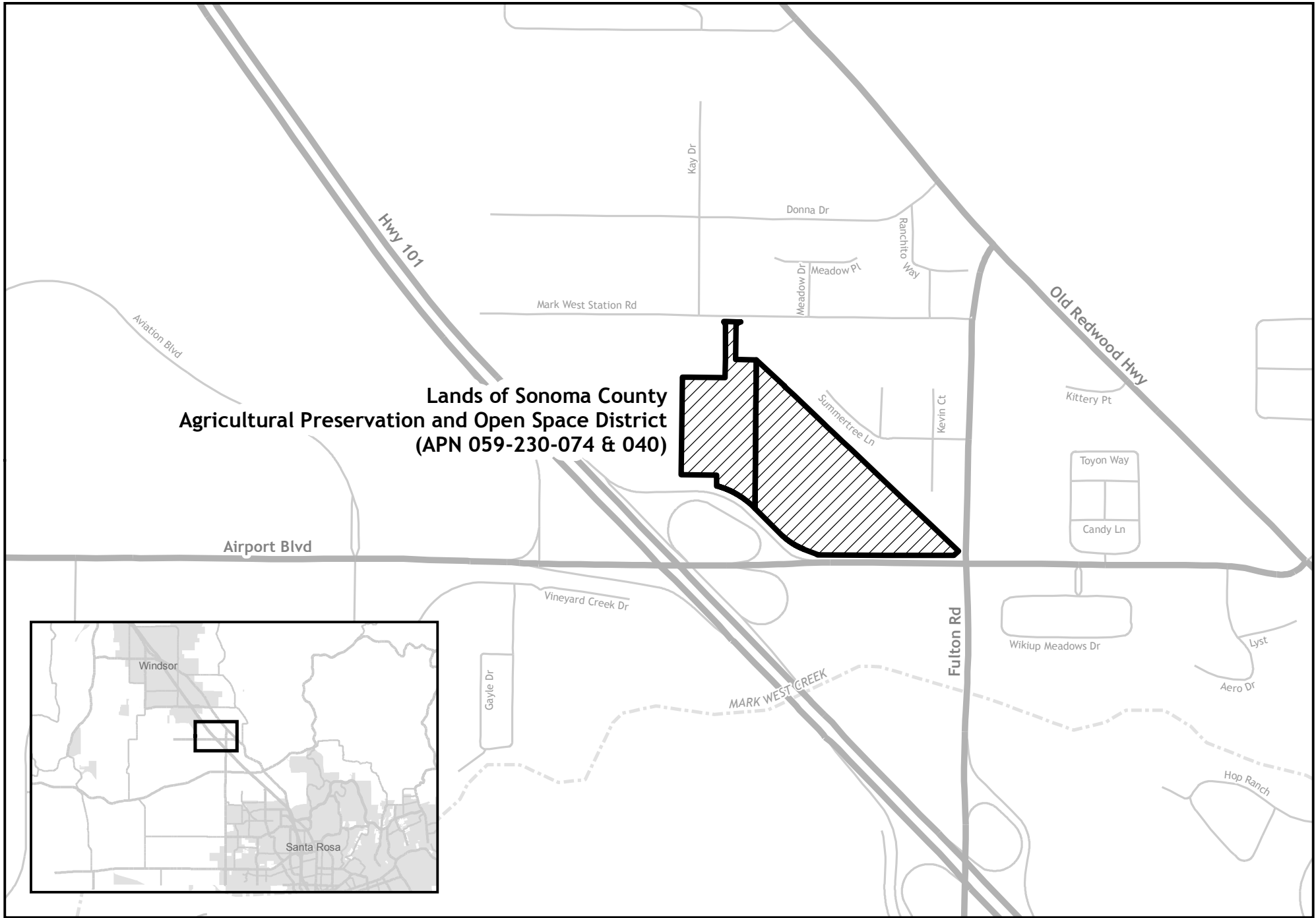
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed above is hereby accepted by order of the Board of Supervisors of the County of Sonoma on _____, 20____, and grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20_____


Chair of the Board of Supervisors of the County of Sonoma

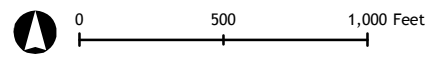
End of Document



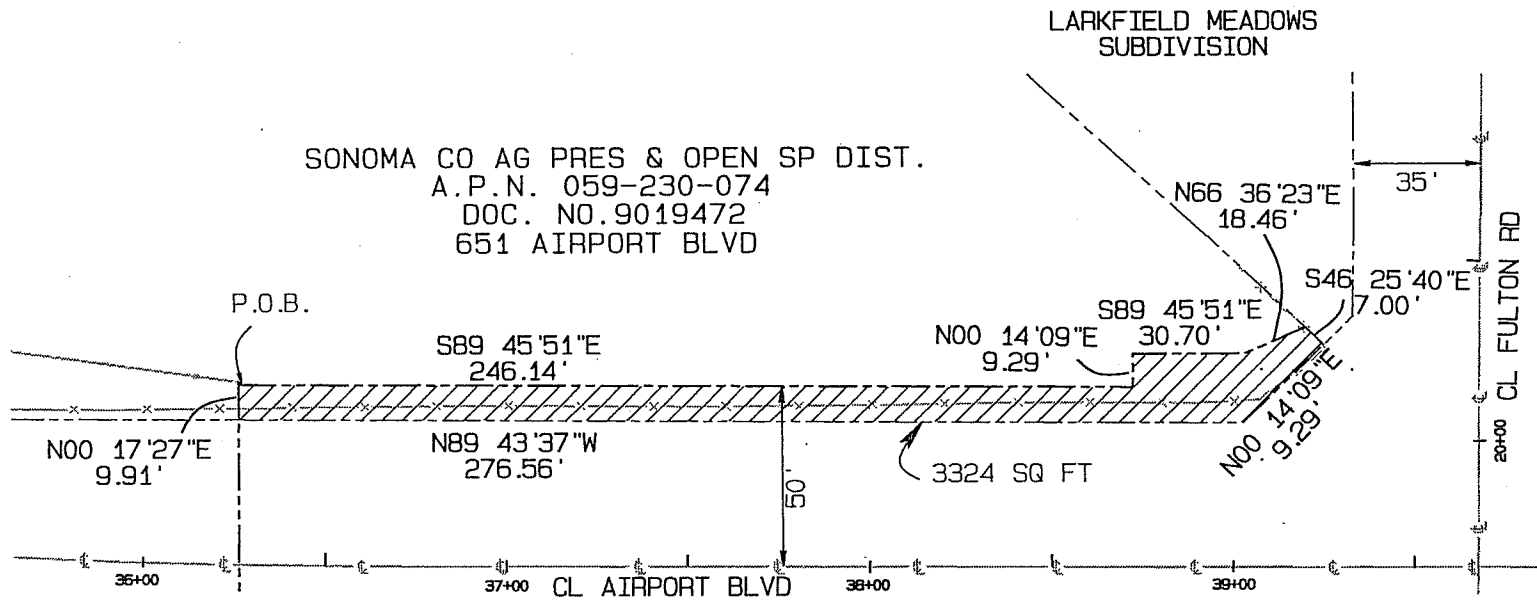
**Lands of Sonoma County
Agricultural Preservation and Open Space District
(APN 059-230-074 & 040)**

Location Map

 APN 059-230-074 & 040



Transportation and Public Works, County of Sonoma
May, 2012



ACQUISITION MAP

	JT	2/12	RIGHT OF WAY EXHIBIT	C05016	AIRPORT BLVD SIGNAL AT FULTON ROAD
--	----	------	----------------------	--------	------------------------------------



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 12, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan R. Klassen (707) 565-2231

Supervisorial District(s):

First and Fourth

Title: Porter Creek Bridge Replacement – Contract Change Order

Recommended Actions:

Authorize the Chair of the Board and Public Works to execute Contract Change Order 17 with Gordon N. Ball for the Porter Creek Bridge Replacement (C00028) in the amount of \$58,143 resulting in a total authorized contract amount of \$5,274,170.

Executive Summary:

On February 5, 2013 the Board approved the plans and specifications for the Porter Creek Bridge Replacement Project (C00028) and awarded the construction contract to Gordon N. Ball, Inc. in the amount of \$4,489,342 plus a 10% contingency for a total of \$4,938,277. Per Resolution No. 04-0547 dated June 8, 2004, on a contract of this dollar amount, the Director of Transportation and Public Works has authority to execute change orders up to \$50,000 each within the original authorized total of the contract award plus 10% contingency. Items over \$50,000 or that will increase the total authorization of the contract must return to the Board for execution. On June 18, 2013 the Board approved Change Orders 3 and 4 for a combined value of \$277,750, bringing the new total to \$5,216,027. The Department is now requesting the Board execute Change Order 17 for this project in the amount of \$58,143 for additional handling of excavated soil, resulting in a total authorized contract amount of \$5,274,170. Several more change orders are expected related to electrical work and differing site conditions related to drilling; all remaining change orders for this project are expected to fall within Department Head authority to execute. It is anticipated that the project will be complete in September 2014.

The original construction contract included hazardous soil disposal as part of the original work. A series of soil tests performed after the start of construction could not isolate the locations of oil contamination within the project limits. In order to determine the proper disposal method, it was decided to stockpile the soil and retest for contaminants. After excavating and ordinary mixing that occurs during stockpiling, the final test results were below hazardous levels and the material could be disposed of at local sites. This contract change order compensates Gordon N. Ball, Inc. for additional handling required due to stockpiling the excavated material.

Porter Creek Bridge is located on Porter Creek Road near the intersection of Franz Valley Road. The five-span bridge was constructed in 1935 using reinforced concrete and a reinforced concrete deck supported by built-up steel girders on the center span. When completed, the new bridge will accommodate a left turn lane for Franz Valley Road.

Appropriations for this change orders are available in the FY 2014-15 Capital Improvements Budget; funding to come from federal bridge program, Proposition 1B and traffic mitigation funds.

Prior Board Actions:

2/5/2013: Award of construction contract to Gordon N. Ball.; 6/18/13: Approved CCOs 3 and 4.

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

This project will improve the safe passage of vehicles, bicyclists and pedestrians over Porter Creek on Porter Creek Road.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 58,143	State/Federal	\$ 51,473
	\$	Fees/Other	\$ 6,670
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 58,143	Total Sources	\$ 58,143

Narrative Explanation of Fiscal Impacts (If Required):

Appropriations are available in the FY 14-15 Capital Improvements budget; project funded with federal bridge program Proposition 1B and traffic mitigation funds.

Staffing Impacts

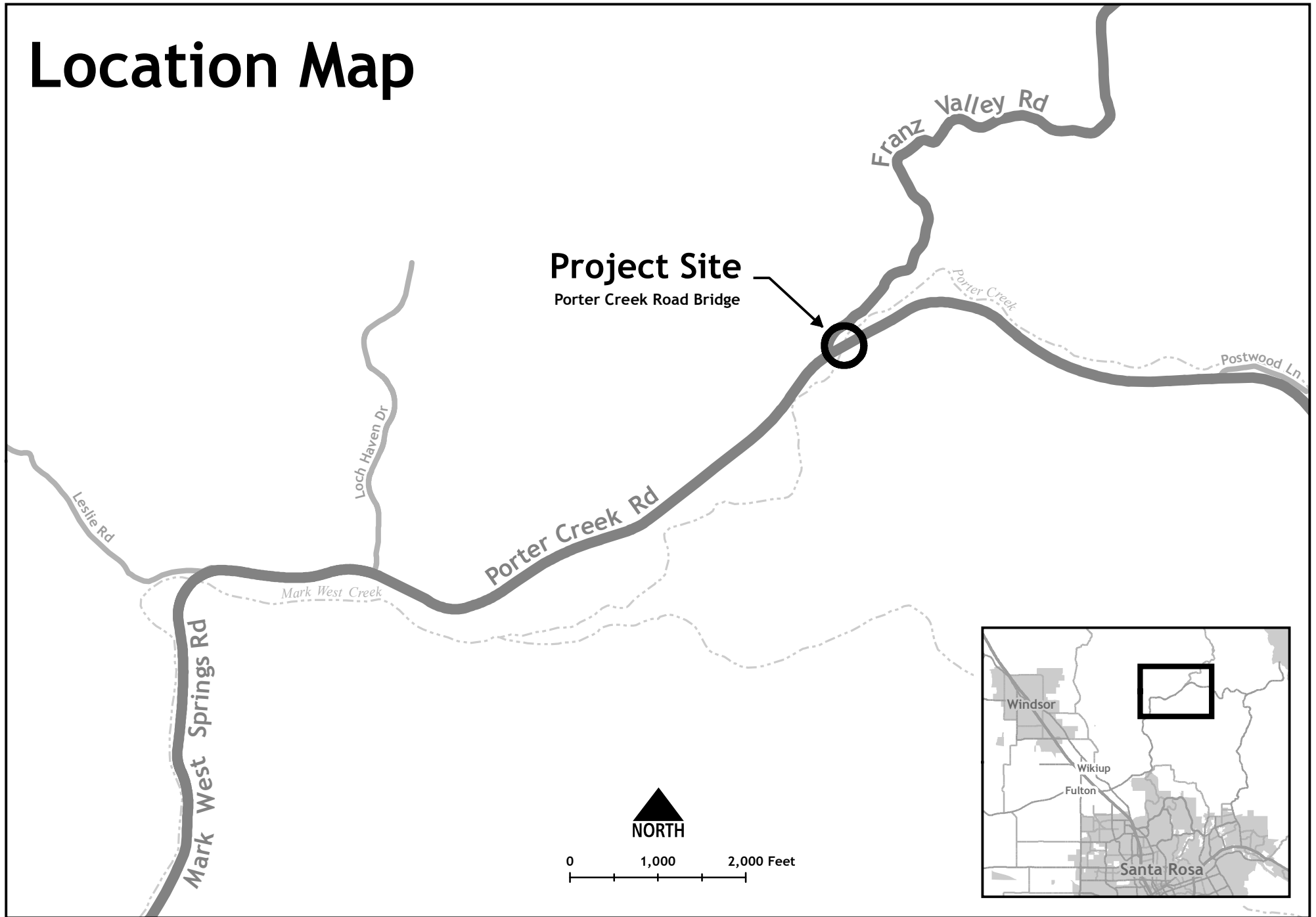
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):

NA

Attachments:
Location Map
Related Items "On File" with the Clerk of the Board:
Contract Change Orders

Location Map





County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 12, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-2241

Supervisorial District(s):

First District

Title: Appointment

Recommended Actions:

Appoint Ryan Lely to the Sonoma Valley Citizens Advisory Commission (Springs East) effective 08/12/14 and expiring 08/12/18. (First District).

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 14-15

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

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



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 12, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board Of Supervisors

Staff Name and Phone Number:

Supervisor Mike McGuire, 575-3758

Supervisorial District(s):

Fourth District

Title: Appointment

Recommended Actions:

Appoint Patty Murphy-Mercer to the Sonoma County Regional Parks Foundation for a 2 year term effective September 1, 2014 through September 1, 2016.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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):			
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
Board of Supervisors
Boards/Commissions/Committees Application**

**Return Completed Application to:
575 Administration Drive, Rm. 100A
Santa Rosa, CA 95403
(707) 565-2241
(707) 565-3778 FAX**

BOARD/COMMISSION/COMMITTEE OF INTEREST Sonoma County Regional Parks Foundation

HAVE YOU EVER ATTENDED A MEETING OF THIS COMMISSION? **IF SO, HOW MANY?** 4

NAME Patty Murphy-Mercer

ADDRESS 4155 Hwy 128, Geyserville, Ca. 95441

MAILING ADDRESS same

HOME PHONE 707-433-9714

CELL PHONE 707-974-5612

BUSINESS PHONE 707-974-5612

EMAIL murcer@juno.com

HOW MANY YEARS HAVE YOU RESIDED IN SONOMA COUNTY? 40

PRESENT OCCUPATION Owner, Murphy Ranch Vineyards

EDUCATION:		
SCHOOL	MAJOR	GRADUATION DATE/DEGREE
Healdsburg High		1976
Santa Rosa Junior College	Business	1978

COMMUNITY SERVICE EXPERIENCE:		
ORGANIZATION	DATES SERVED	POSITION
Alexander Valley School	1993-1999	Manager of the Hot Lunch Program
Murphy-Goode Winery	1985-2006	Wine Tasting Events including benefit for Local charities in Sonoma County.

OTHER RELEVANT EXPERIENCE/EXPERTISE:

Involved with the construction of Sandy the Swan to promote Sonoma County Regional Parks.

Also built the float platforms for the Healdsburg Water Carnival.

WHAT IS YOUR UNDERSTANDING OF THE ROLE AND RESPONSIBILITY OF THIS COMMISSION?

To raise funds and promote Sonoma County Regional Parks.

WHICH ACTIVITIES OF THIS COMMISSION INTEREST YOU THE MOST? _____
Working with the Board members on Fundraising Events.

WHICH ACTIVITIES INTEREST YOU THE LEAST? I have not found anything I am not interested in.

WHAT WOULD BE YOUR GOAL AS A COMMISSIONER? To ensure people realize that without their support we may not be able to enjoy all that Sonoma County Parks have to offer.

WHAT DO YOU FEEL YOU COULD CONTRIBUTE TO SEE THESE GOALS REALIZED? _____
Raise funds how ever necessary including event projects.

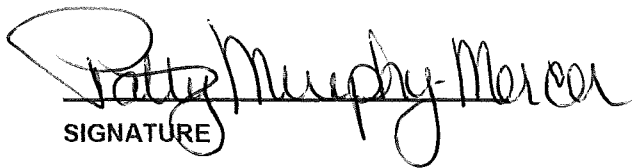
USE ADDITIONAL PAPER IF NECESSARY

PLEASE LIST TWO LOCAL REFERENCES AND THEIR PHONE NUMBERS:

Katie Wetzel Murphy 707-322-4499

Shaun McCaffery 707-206-2371

Appointees will be required to take an Oath of Office & may be subject to filing an annual Statement of Economic Interest.


SIGNATURE

7-24-14

DATE

Applications will be kept on file for two years. All applications are available to the public.

Sonoma County Regional Parks Foundation Board of Directors Candidate Questionnaire

Patty Murphy-Mercer
4155 hwy 128
Geyserville, CA. 95441
Home : 707-433-9714 Cell: 707-974-5612
e-mail: murcer@juno.com

- How many years have you resided in Sonoma County?

My family and I have farmed, originally prunes and then grapes, in Alexander Valley since 1967. I moved permanently from Berkeley to Sonoma County in 1974.

- What has been your favorite experience in a Sonoma County Regional Park?

I enjoy camping at Doran Park with family and friends. We often feast around a campfire eating crab that we had caught that day. I also enjoy walking with my daughter-in-law at Foothills Park. I have spent many years using the Sonoma County Regional Park access points to launch our Drift/Fishing boat on the Russian River. But, if I had to pick my favorite it would be meeting up year after year with our RVing friends at the Fisherman's Festival at Westside Park. We often have 4 or more RVs in our group all sharing food and stories.

- Employment: Please List Business | Dates | Employed and Position

From the age of nine - current, worked the family farm.
Healdsburg Convalescent Hospital: 1975-1976, for the SRJC nurses program
Well Fargo Bank: 1976-1978, clerical.
Alexander Valley Vineyards: 1980-1985, bookkeeping
Murphy Vineyards: 1985 to 1996, bookkeeping
Murphy-Goode Winery: 1990 to 2006, wine events and partner.
Murphy Vineyards: 2001 to present, managing member.
4001 Cellars: 2011 – 2013, Harvest, cellar, bottling and lab work.

- Education: Please list: Major | Graduation | Degree

Healdsburg High School class of 1976

Santa Rosa Junior College 1976-1978

- Community Service Experience: List Organization | Dates Served | Position

Alexander Valley School: Parents club, annual spaghetti dinner fund raiser and manager of the hot lunch program 1993-1999

Healdsburg High School Booster Club Events.

Murphy-Goode tasting events to benefit the Redwood Empire Food bank, Sonoma County Wineries Foundation and various tasting events to promote Sonoma County.

Helped with construction of Sandy the Swan to promote Sonoma County Regional Parks.

Donated facility and was involved with the fabrication of a scaled representation of the Titanic and also built float platforms for the Healdsburg water Carnival.

What is your understanding of the role and responsibility of this Foundation Board position?

To promote and raise funds for the success of Sonoma County Regional Parks for everyone to realize and enjoy the vast opportunities that Sonoma County has to offer.

What is your fundraising background and experience?

Alexander Valley School

Wine tasting events to support local charities

Healdsburg Water Carnival

- What would be your goal as a board member?

To keep the Sonoma County Regional Parks open and thriving so that residents and visitors have a safe and inspiring experience in the natural settings that Sonoma County Regional Parks have to offer.

- What can you contribute to see this goal realized?

Being recently retired from my daily responsibilities with our family business, I have time To help in any way possible including volunteering for events and fund raising.

I have resources that can help with many aspects of a project, including the use of a large fabrication facility.

- Please list local references and their phone numbers:

Liz Keeley 707-431-0224

Katie Wetzel Murphy 707-322-4499

Shaun McCaffery 707-206-2371



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 12, 2014

Vote Requirement: No Vote Required

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 Report "The Economic Impact of Equestrian Activities in Sonoma County 2014".

Recommended Actions:

Receive a Report entitled "The Economic Impact of Equestrian Activities in Sonoma County 2014" from the Center for Regional Economic Analysis at the School of Business and Economics at Sonoma State University.

Executive Summary:

This report is an update and extension of the 2004 Sonoma County Equine Industry study conducted by Sonoma State University and summarizes information from a recent study of the economic impact of the equine industry on Sonoma County's economy.

The report findings state that the equine (horses, donkeys, mules etc.) industry generates \$613 million annually for Sonoma County businesses, supports over 7,700 jobs, and provides almost \$12 million in annual local tax revenues for Sonoma County governments from direct spending on equine ownership totaling \$464 million. There are ripple effects on Sonoma County that add to the equine industry's local economic footprint.

Based on data from Sonoma County equine veterinarians, approximately 26,217 horses lived in Sonoma County in 2013. A survey conducted between November 2013 and March 2014 provided primary data on equine businesses and ownership. The survey targeted equine business owners, service providers, and equine operations and covered a range of topics including the cost structure for equine businesses, future growth opportunities, and threats to the equine industry in the future. Additional information on spending by horse owners was also gathered from local businesses and equestrian operations. The resulting, conglomerate data demonstrates that for every horse in Sonoma County, businesses earn \$23,386 annually; for every 34 horses, 10 jobs are annually supported. Supporting a job means that the spending done by horse owners and allied businesses creates income for other businesses that allows them to retain their workers. Sonoma County equine and related businesses support horse owners with local trade, without having to import their services and products from outside the county.

From an economic development standpoint, the Sonoma County equine industry is a mature enterprise due to the mix of local services, product providers and customer base. From local barns and stables to equine training and riding lessons, there are equine health providers, those that put shoes on horses (called "farriers" as a

business), and maintenance workers that help support recreational riding and show activities throughout Sonoma County and the region. These connections also attract equine enthusiasts as tourists. The resulting economic impact creates local revenue from hotel stays, restaurant meals, and taxes paid locally.

Type of Tax	Revenue
Employment Taxes	\$711,100
Sales taxes – California	\$6,653,900
Sales taxes – Sonoma County	\$1,791,400
Property taxes – Sonoma County	\$9,315,300
Personal Income	\$6,293,300
Other Taxes and Fees	\$4,457,400
TOT – Sonoma County (Cities)	\$199,900
Total State and Local taxes	\$29,422,300
Subtotal for Sonoma County	\$11,306,600

Equine owners tend to be older, Caucasian, and practice a wide range of equine disciplines in rural areas throughout Sonoma County.

They participate in a variety of activities that complement and create demand for many of the county’s equine businesses. Activities range from trail and pleasure riding to lessons and horse training, leading to costs of ownership and business revenues. Quarter Horses and Warmbloods are the dominant types of horses owned in Sonoma County, but Morgans, Mustangs and miniature horses are also abundant. Owners tend to each own between one and two horses, and do not foresee a significant rise in buying and selling activity in the next five years. The largest concentration of owners and their equine animals are in Santa Rosa, Sebastopol, and Petaluma.

For more details see attached report.

Prior Board Actions:

The Economic Development Board periodically presents economic 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 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):

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:

Report "The Economic Impact of Equestrian Activities in Sonoma County 2014"

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

**THE ECONOMIC IMPACT OF EQUESTRIAN ACTIVITIES
IN SONOMA COUNTY - 2014**

Center for Regional Economic Analysis
School of Business and Economics
Sonoma State University
eyler@sonoma.edu

This study was sponsored by the Sonoma County Horse Council

June 2014

Table of Contents

Section	Page
Executive Summary	2
Introduction	3
Study Methodology	6
Equine and Related Businesses	7
Personal Use of Equine Animals	12
Demography of Respondents	16
Economic Impacts Data and Estimates	19
Conclusions	24
References	25
Acknowledgements	25

Table of Tables and Figures

Table or Figure	Page
Figure 1: Proportion of Equine Business Respondents	7
Figure 2: Typical Costs Proportions for Equine Businesses	8
Figure 3: Business Confidence about the Sonoma County Equine Industry One and Five Years from 2013	9
Figure 4: Number of Horses Owned by Respondents (n = 477)	12
Figure 5: Activities for Horse Owners in Sonoma County	13
Figure 6: Types of Horses Identified by Respondents	14
Figure 7: Horses Bought and Sold in 2013, Percent of Respondents	15
Figure 8: Horses to be Bought or Sold, 2014-2018, Percent of Respondents	15
Figure 9: Age of Survey Respondents	16
Figure 10: Income Levels Reported By Respondents	17
Figure 11: Where Equine Business Are in Sonoma County	17
Figure 12: Horse Owners' Residence Locations	18
Figure 13: Equine Residence Locations	18
Table 1: Other Activities Identified by Survey Respondents	13
Table 2: Monthly Cost of Horse Ownership, Survey Responses (n = 380 for this question)	19
Table 3: Jobs Supported by Equine Industry, Annual Estimate, Full-Time Equivalent Jobs	21
Table 4: Business Revenues Supported, Annual Estimates for Sonoma County Thousands of 2013 dollars	22
Table 5: Equine Industry Supported Annual Tax Revenues State and Local Governments, 2013 dollars	23

Executive Summary

The equine industry generates \$613 million annually for Sonoma County businesses, supports over 7,700 jobs, and provides almost \$12 million in annual local tax revenues for Sonoma County governments from direct spending on equine ownership totaling \$464 million. There are ripple effects on Sonoma County that add to the equine industry's local economic footprint.

This report summarizes information from a recent study of the economic impact of the equine industry on Sonoma County's economy. Based on data from Sonoma County equine veterinarians, approximately 26,217 horses lived in Sonoma County in 2013. A survey conducted between November 2013 and March 2014 provided primary data on equine businesses and ownership. Additional information on spending by horse owners was also gathered from local businesses and equestrian operations. The resulting, conglomerate data demonstrates that for every horse in Sonoma County, businesses earn \$23,386 annually; for every 34 horses, 10 jobs are annually supported. Supporting a job means that the spending done by horse owners and allied businesses creates income for other businesses that allows them to retain their workers.

Sonoma County equine and related businesses support horse owners with local trade, without having to import their services and products from outside the county.

From an economic development standpoint, the Sonoma County equine industry is a mature enterprise due to the mix of local services, product providers and customer base. From local barns and stables to equine training and riding lessons, there are equine health providers, farriers, and maintenance workers that help support recreational riding and show activities throughout Sonoma County and the region. These connections also attract equine enthusiasts as tourists. The resulting economic impact creates local revenue from hotel stays, restaurant meals, and taxes paid locally.

Equine owners tend to be older, Caucasian, and practice a wide range of equine disciplines in rural areas throughout Sonoma County.

Equine owners participate in a variety of activities that complement and create demand for many of the county's equine businesses. Activities range from trail and pleasure riding to lessons and horse training, leading to costs of ownership and business revenues. Quarter Horses and Warmbloods are the dominant types of horses owned in Sonoma County, but Morgans, Mustangs, Gaited, and miniature horses are also abundant. Owners tend to each own between one and two horses, and do not foresee a significant rise in buying and selling activity in the next five years. The largest concentration of owners and their equine animals are in Santa Rosa, Sebastopol, and Petaluma.

THE ECONOMIC IMPACT OF EQUESTRIAN ACTIVITIES IN SONOMA COUNTY – 2014

Introduction

This report is an update and extension of the 2004 Sonoma County Equine Industry study conducted by Sonoma State University (SSU). The Sonoma County Horse Council sponsored the 2004 study as well as this 2014 study. This report provides estimates and information about Sonoma County's equine industries and owners, and how the existence of businesses focused on equine owners and enthusiasts as customers impact the Sonoma County economy, including revenues for local governments.

There are approximately 26,217 equine animals in Sonoma County¹. Equines are defined as horses, mules, donkeys, and other equine-related animals. The focus of this study was on horses. The commercial interactions of Sonoma County's horse owners, riders, and businesses generates in excess of \$613 million in business revenues, supports over 7,700 jobs, and contributes almost \$12 million in local tax revenue annually from approximately \$464 million in annual spending by horse owners and riders.

Local horse owners and businesses were surveyed between November and December 2013 resulting in 736 responses. Two of the conditions for inclusion in the data were that:

- Businesses have equine-related customers and also be located in Sonoma County; and
- Horse owners keep their horses in Sonoma County.

The survey was confidential and anonymous in order to reduce respondent bias. Answers from respondents were eliminated if they answered "no" to all of the three introductory questions (they did not represent an equine business, did not represent a partial equine business, or did not own a horse). One of the themes in this study is that while the equine industry is certainly about horses, it is more specifically about people. People ride horses, care for them, and are engaged in businesses that supply goods and services to the equine community. People come to Sonoma County as spectators and participants from around the world because of horses. The data obtained from this study make significant progress in filling gaps in knowledge about equine businesses.

Data from Sonoma County and Beyond

Data about the Sonoma County equine industry from governmental sources are relatively sparse. The American Horse Council (www.horsecouncil.org) provided summary data for the United States and California in a 2005 study conducted by Deloitte.² A recent study of the Kentucky equine

¹ Sonoma County veterinarians who specialize in equine health were asked the number of horses they care for as "clients". The aggregate of these data is the basis of the 26,717 horses and other equine estimates for this study. No other data about the veterinarians' clients was requested by this study's authors or shared, and all results were provided in the aggregate. The authors want to thank California Equestrian Park and Event Center (CEPEC) for its contributions to the primary data search in this report.

²See <http://www.horsecouncil.org/national-economic-impact-us-horse-industry>

industry (2013) describes a methodology and data structure similar to that used for this report, but the Kentucky study provided no summary statistics about the national equine industry or data for other states. The 2005 study by Deloitte provided national data about equine industries when the American population was approximately 295 million people (which is now approximately 317 million or a 7.26 percent increase). The highlights from the AHC study are summarized below:

- There were 4.6 million horse owners, equine business owners, service providers, and volunteers for approximately 9.2 million horses in the United States, of which 2 million are horse owners;
- The total economic impact of the national horse industry was \$102 billion, including all revenues made by businesses and all spending by horse owners, riders and other participants;
- The equine industry supported over 460,000 jobs directly and over 1.4 million jobs through its total impacts; and
- There were over \$1.9 billion in equine industry taxes paid to all levels of government.

The same study reported that in California:

- The total economic impact of equine industries was approximately \$4.1 billion;
- There are spillovers from other states from shows and racing;
- Approximately 311,000 people were involved as horse owners, business owners and employees;
- Over 54,200 jobs were supported by the equine industry, including horse racing and shows; and
- The statewide horse population was estimated to be 698,000.

While these data do exist and provide some insight, what is currently available data from governmental and consulting sources is limited and outdated. This report and survey results attempt to track the local equine economy and fill that gap. This report is divided into three major sections, followed by conclusions and considerations. The first section describes background information, data collection, analyses methodologies, and perspectives. The second section is a summary of the survey data and inputs for the economic impact results. The third section summarizes the economic impact results for Sonoma County.

Background

The equine industry is composed of a wide variety of businesses, recreational activities, and employers. In the case of equine boarding, health care providers, feed, maintenance, and other horse ranching needs, the equine business in Sonoma County resembles general animal husbandry. Professional training, riding lessons, and shows are the other (recreational and educational) side of the equine businesses (versus boarding and maintaining herds).

Equines live longer than other types of agricultural livestock because their main use is not for consumption but for ranch work, recreational use, companionship, and competition. In Sonoma County, trail riding is one of the main recreational uses of equines (over 82 percent of the 2013 survey's respondents reported participation in recreational trail riding as well as competitive trail riding and

training). The economic effects have longevity; even in retirement, horses continue to be a source of revenue for businesses from those who care for or stable horses.

An ecosystem exists in any industry between its businesses and customers. The equine industry is no different; businesses serve all riders as well as horse owners. The survey data summarized in this report describe attitudes, behavior, and knowledge about this industry, including the ways horse owners support equine animals, and a summary of the Sonoma County equine economic activity as of 2014. This estimated economic activity is the basis for an economic impact analysis, which connects equine business and consumer activities to the greater county economy.

The economic impact of an industry is based on its core business activities. An industry has ripple effects on a local economy and beyond based on the jobs it supports. Defining core businesses for the equine industry can be challenging because many businesses are directly and indirectly impacted. The following lists include many of these core business categories of the equine industry:

- Breeding
- Boarding/Stabling
- Riding Instruction
- Equine Training
- Equine Health
- Feed supply
- Growing hay
- Land/Barn Maintenance
- Trailer/Transportation
- Retail
- Farrier
- Shows/Competitions
- Horse Rental

There are also a number of associated industries, where a large part of their revenues are dependent upon equine owners and other businesses as revenue sources. They include:

- Feed
- Veterinary Services
- Professional Services (real estate, legal, accounting)
- Show-related Businesses
- Tourism-related Services
- Construction, Landscaping, and Building Maintenance
- Fencing and Ranch Maintenance
- Utilities (water, electricity, sewer, garbage)

The associated industries are similar to other agricultural industry support businesses. These businesses derive some or nearly all of their revenue from horse owners. The precise number of

Sonoma County horse owners is unknown; however, with an estimated 26,217 horses, there may be as many residents who ride, profit from, and enjoy equine animals and related events in Sonoma County.

Study Methodology

The equine industry survey described in this report was developed in the summer and early Fall 2013, and distributed via an online survey throughout the equine owner and business communities in Fall 2013 and Winter 2014. The goal was to reach out to as many service providers, owners, and equine operations as possible to obtain a wide breadth of perspectives. The survey was open to respondents from November 1, 2013 until February 28, 2014.

Of the 736 respondents to the survey, there were 497 with data that were used in this study (some were eliminated due to not being an equine business owner, or an equine-related business owner, or a horse owner, or not answering all the questions). The usable data provides qualitative and quantitative information. Data on monthly expenditures by horse owners, along with the horse headcount, provides an initial estimate of the impacts of the equine industry on the county economy. The survey results suggest approximately \$464 million of annual business revenue is generated because of horses that live in the county and demand for goods and services for their care and preparation for riding or other recreation.³ The IMPLAN[®] model was used to calculate the broader economic impacts from this annual spending level.⁴ The IMPLAN[®] model, which stands for IMPact analysis for PLANning, is used by municipalities worldwide to analyze employment, revenue, wage, and tax effects of industries. There are three impact classifications used in the IMPLAN model to describe the total effect of an industry: direct, indirect, and induced.

Direct effects are those specific to an industry. This is what a horse owner spends to keep her horse or what an equine business spends to remain in business. For example, a new stable opening in Sonoma County that attracts new horses to live in the county would create new business for feed stores, apparel, shows, and other businesses and events that utilize local equine owners and businesses as revenue sources.

Indirect effects come from incomes earned by associated industries that spend a portion of their money on other businesses' goods and services, including the purchase of raw materials from local wholesalers and retailers. These revenues affect many other businesses and lead to broader effects on employment, wages, revenue, and taxes throughout the county economy. For example, an equine veterinarian dining at a restaurant in Petaluma represents an indirect effect of the equine industry's existence in Sonoma County.

Induced effects are the results of the restaurant jobs, wages, revenues, and also tax receipts for local governments. The sum of these three types of effects is the total, or overall, economic

³ See Table 2 (page 19) for a summary of equine expenditures from the survey data.

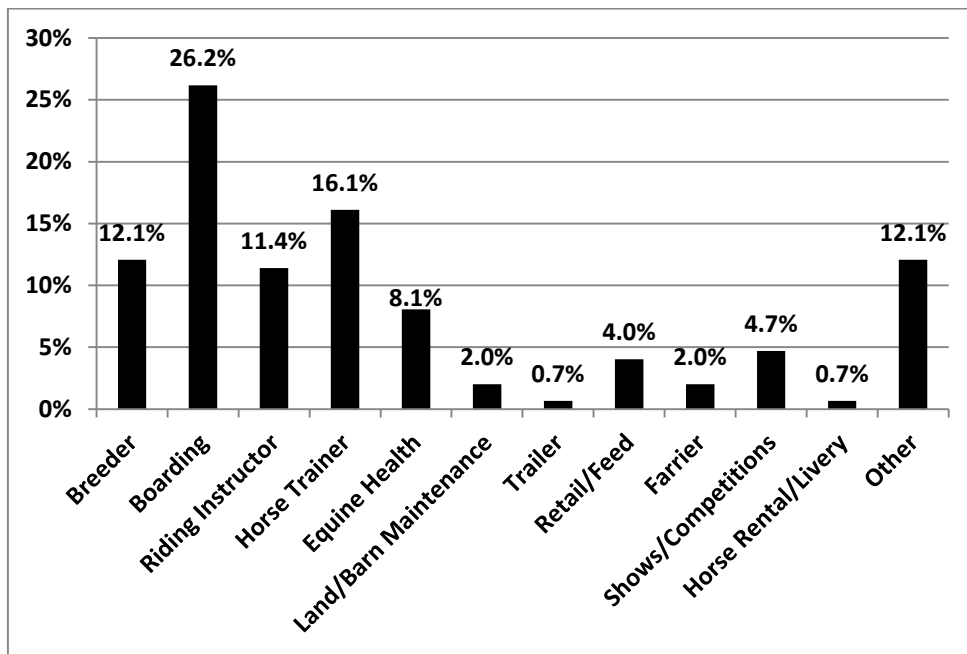
⁴ See Table 4 (page 22) and www.implan.com for more information.

impacts for an industry. The following sections summarize the survey results and demonstrate how the equine industry impacts Sonoma County's economy.

Equine and Related Businesses

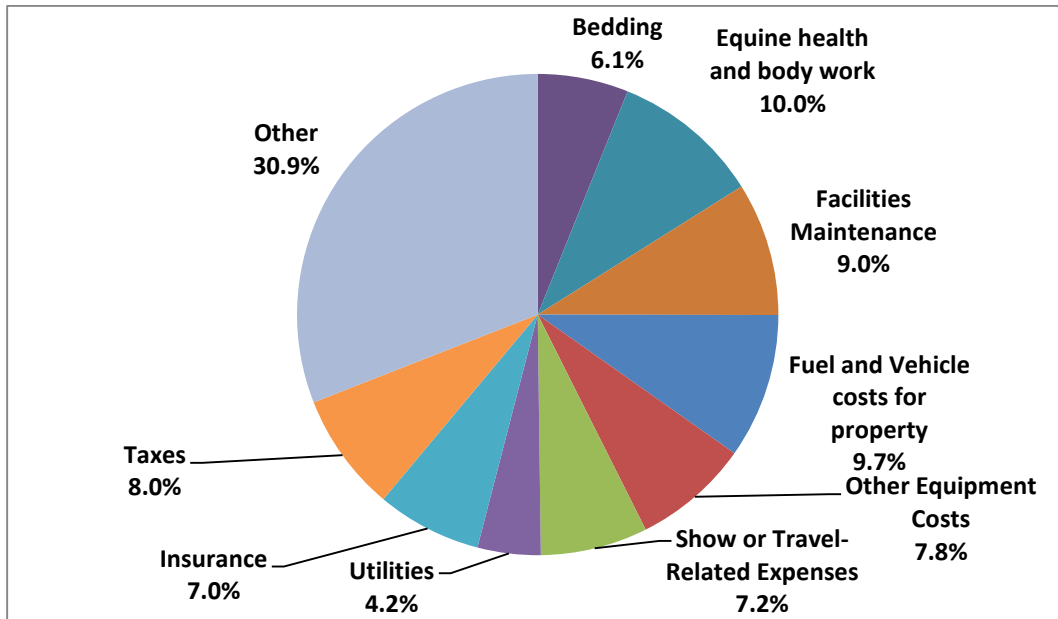
A total of 118 equine businesses responded to the survey. Figure 1 shows the proportions of business respondents that provided information about their businesses and the kinds of businesses the respondents operate.

Figure 1: Proportion of Equine Business Respondents



The "Other" category included a mix of breeders, boarders, and other businesses which are partially related to equine owners and businesses such as leather repair, manure management, coaching, and publishing. About 75 percent of business owners also owned the land upon which they operate. The median number of acres for an equine business was 15 acres. Figure 2 shows equine businesses reported and represent the costs of doing businesses. The difference between a riding instructor and horse trainer is that instructors are for riders and trainers are for the horses to prepare them for events and other types of recreational activities (general riding, jumping, etc.).

Figure 2: Typical Costs Proportions for Equine Businesses



The survey also asked equine businesses about their cost structure. The rationale for this question was to understand the costs that equine businesses face, and also what costs may be most important for them to monitor. For example, if feed costs are rising (say due to a drought forcing hay and silage prices to rise), this increase may push many equine businesses to the edge of not being able to operate anymore. Land costs, including rising interest rates on mortgages, may also be important.

The survey data suggests that equine business costs are spread among many types of expenses and not centered on any one cost in particular. Labor, land and feed costs are the most important subset of costs. Many equine businesses, over 58 percent, have labor costs of at least 20 percent of their overall business costs. Because caring for horses, training horses and riders, and maintaining facilities are labor-intensive tasks, it is not surprising that many equine businesses have a large amount of their costs dedicated to labor. Land costs are smaller for equine businesses in comparison to labor; over 35 percent of equine businesses are paying at least 20 percent of their overall costs for their land (mortgage or rent). Feed costs are more important than land costs, as over 56 percent of equine businesses pay more than 20% of their costs to feed. Generally speaking, the average equine business has more than 50 percent of its costs dedicated to land, labor and feed.

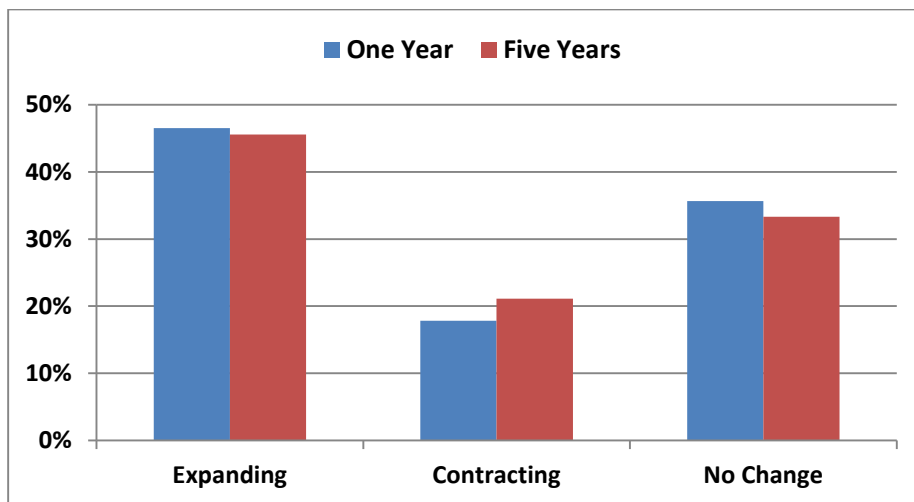
Other expenses include boarding, breeding, riding lessons, horse training, and imply maintenance and health-related costs. Show-related expenses, travel and paying taxes are also costs that almost every equine business faces in Sonoma County. The inclusion of asking these businesses about taxes was purposeful; these businesses (like other agricultural businesses) face taxes that include

federal income, fuel, and employment taxes, as well as state and local taxes. Increasing the tax burden on these businesses, especially as rising feed or labor costs take place, may force some to go out of business and reduce the economic impact of this industry.

Equine-related businesses, firms that are not 100-percent focused on horse owners as their customers, also require substantial capital costs for land, barns, stables, arenas, and pastures. Most operational spending is concentrated on feeding, health care, recreational use, showing, and training of horses. Over 32 percent of overall spending is on riding lessons, horse training or both. This educational component is similar to training for other sports or entertainment events. Boarding and health care comprises most of the revenues generated by local businesses. A missing component of this study is revenue from construction companies and hotels; the survey did not solicit these businesses for feedback.

Equine business respondents were also asked their opinions on future business growth over the next year and the following five years. These data provide an indication of growth expectations in equine businesses, income, and events in the near future. Figure 3 shows these opinions as percentages of the total respondents. A larger percentage of respondents reported an expected expansion of their businesses than those reporting their businesses contracting or not changing.

Figure 3: Business Confidence about the Sonoma County Equine Industry One and Five Years from 2013



Survey Results: Equine-Related Businesses

In contrast to businesses that are 100 percent equine, there are many businesses that have equine customers, but are not solely reliant on the equine market for their business. The survey asked respondents if they were 100 percent or a partial equine business. This section describes the data that came from the 35 partial equine businesses (out of the total 496 respondents) which are listed below:

Agriculture credit union	House sitting and taking care of horses
Arenas and horse paddock construction	Hunting and outdoors business
Building materials wholesale and retail	Insurance/ Legal services
Apparel and accessories	Marketing and event coordination
Custom embroidery equine and awards	Mortgages
Equine photography	Photographer/artist
Equine retirement facility	Real Estate Agent selling horse properties
Graphic design and marketing	Repairs and installations
Horse breeder	Water well drilling and pump sales
Horse rescue	Portable welding and heavy equipment company

Each of these businesses needs activities from other markets to generate revenue, though a percentage of their businesses are from equine-related markets. About 52 percent of these businesses own the space in which they operate. These businesses are not 100 percent reliant on the equine community for their livelihood, but 32.5 percent was the median proportion of business revenues that came to these firms from equine-related customers. Over 90 percent of these businesses see no change or expansion in 2014, and nor change or expansion in five years. For those that suggested their business is changing, here are some highlights from their comments (emphasis is as written in original comments):

- Business has been steady, but not increasing.
- The economy is improving.
- Entering retirement phase and will stay as is.
- General economic outlook good.
- Insurance agency has been stable for many years and no employee turnover.
- More demand for equine retirement options.
- My business plan is to expand slowly.
- My business is new, and as word of mouth and marketing campaigns get going, the business will expand.
- The markets for cowgirl and cowboy related clothing and accessories are expanding right now.
- Need for rehoming services and feed assistance for short-term emergencies.
- NORMAL GROWTH IN GOOD ECONOMIC CLIMATE.
- Not expanding. Happy with how we have it.
- The economy is not as robust as I would like to see it and it does not look to improve over the next five years.
- The equine industry in this county is at a standstill.

Respondents were also asked to state what they thought were threats to the equine industry in Sonoma County over the next few years. Below are some highlights (emphasis is as written in original comments):

- CHANGES IN SONOMA COUNTY AWAY FROM AG, CUTBACKS IN PARK FUNDING TO KEEP TRAILS OPEN TO THE PUBLIC.
- Concern of affordability keeping horses fed and boarded.
- Barns/feed are outrageously priced for horses
- Cost of hay, everything else takes care of itself. Good quality hay at a fair price means that barns can keep their costs down, which bring in boarders, which serves trainers, etc.
- Lack of veterinarian and farrier services, of riding facilities, and of horse shows in coastal Mendocino and Sonoma counties. Local codes don't always specifically allow the kinds of equine activities that people need or desire and jurisdictions cannot allow activities not already in their codes.
- Need more local workshops and seminars on equine issues - only Circle Oak provides that now
- There are not enough good local programs for horses and horse owners.
- Equine activities have been effectively priced out of the Sonoma County fairgrounds and fairgrounds management seems uninterested in providing a venue for horse shows
- There is a real shortage of horse show facilities in the County. It is difficult to get a permit from the County. The fairgrounds property is unworkable and too many Sonoma County horse shows are moving to Rancho Murietta and the South Point in Las Vegas. The Sonoma Horse Park is the only large venue in the county and it is limited to 7 hunter/jumper shows per year.
- There needs to be a good independent facility where people can work with their horses and get instruction if needed.
- More public information is needed.
- Overbreeding and the illegal slaughter industry taking our horses that could be rehomed.
- Owning and housing horses getting too expensive in this area.
- Parks to ride in without bike riders:
 - Bikes and horses don't mix;
 - They want to go fast and crazy and the horses are spooked by these bike riders whizzing by them too fast;
 - The use of the parks, horse people have to pay, the bike riders just walk in and don't pay; and
 - There must be some way for all to work together. The bikes need to pay, ride on their own trails and be good with that.
- Poor economy.
- Sonoma county supervisors and regulations make it hard to own horses and have them as your livelihood.
- The economy is dismal as long as the current Federal and State leadership is in power.
- There has been a trend of closing trails and parks to horses and horse camping.

Summary

Equine businesses include a wide breadth of goods and service providers. Their outlook on the future in Sonoma County is relatively good, as indicated by expected growth from equine businesses,

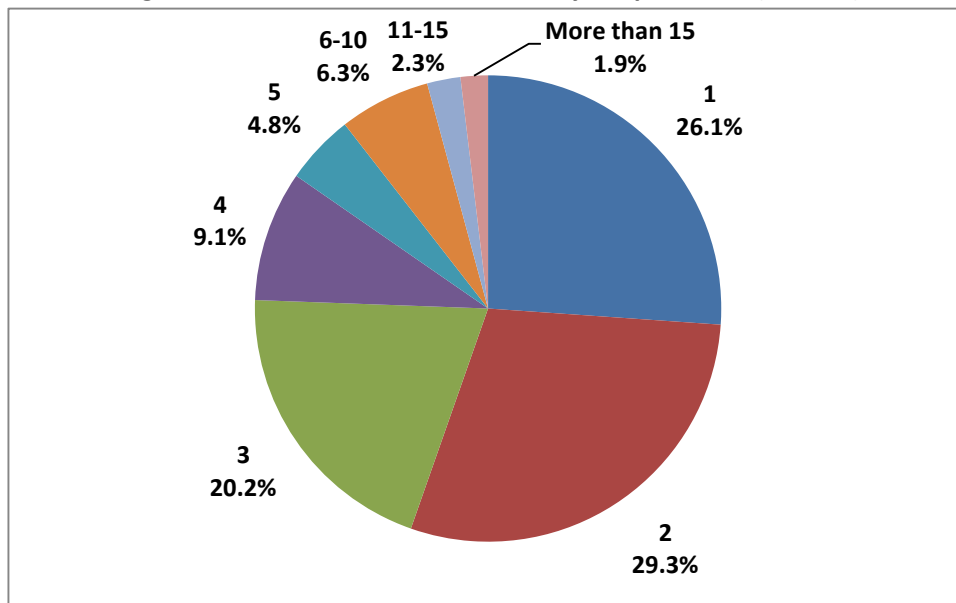
although some pessimism exists especially from businesses not solely dependent on the equine market. These vendors are one gauge of the equine industry’s direction. The demand for their goods and services are driven by how horse owners, barn and stable owners, and riders react to larger economic trends or are affected by changes in local markets to new regulations, politics, or availability of recreational areas and events. Equine businesses pay costs that are related to caring and sheltering horses, training horses and riders, and maintaining equipment and buildings. These businesses derive their revenue from horse owners. When the number of horses and ridership grows in Sonoma County, these businesses grow as do the equine industry’s direct spending and overall economic impacts. These businesses rely on personal use of horses and subsequent spending.

Personal Use of Equine Animals

The next survey section solicited responses regarding personal use of equines by self-identified horse owners. The critical aspect of this section is to link the economics of owning a horse to the primary industry data collected on business revenues. This survey did not include people in Sonoma County who ride horses without owning them. One question was asked about leasing versus owning a horse, but the survey did not ask about riding horses for free. The key point is that there are some obvious and regular expenses associated with engaging with an equine animal that lead to economic impacts on businesses throughout Sonoma County.

There were 477 respondents who said they own an equine animal; these included those who own or run an equine or related business. Figure 4 shows the responses in terms of number of horses owned and percent of total horse owners surveyed. Over 84 percent of respondents owned four or fewer horses; most respondents own two horses. Respondents were also asked the amount of land their horse(s) live on, which ranged from 1 acre to 2,000-acres.

Figure 4: Number of Horses Owned by Respondents (n = 477)



Horse owners engage in various activities. Figure 5 provides survey results on the most to least frequent equine-related activities. Figure 5 also shows the breadth of potential business opportunities in Sonoma County as related to equine ownership and servicing equine owner needs. The activity choices in the survey may not have been completely comprehensive as indicated by the numerous entries in the “Other” choice. Table 1 provides a summary of the “Other” responses (over 21 percent).

Figure 5: Activities for Horse Owners in Sonoma County

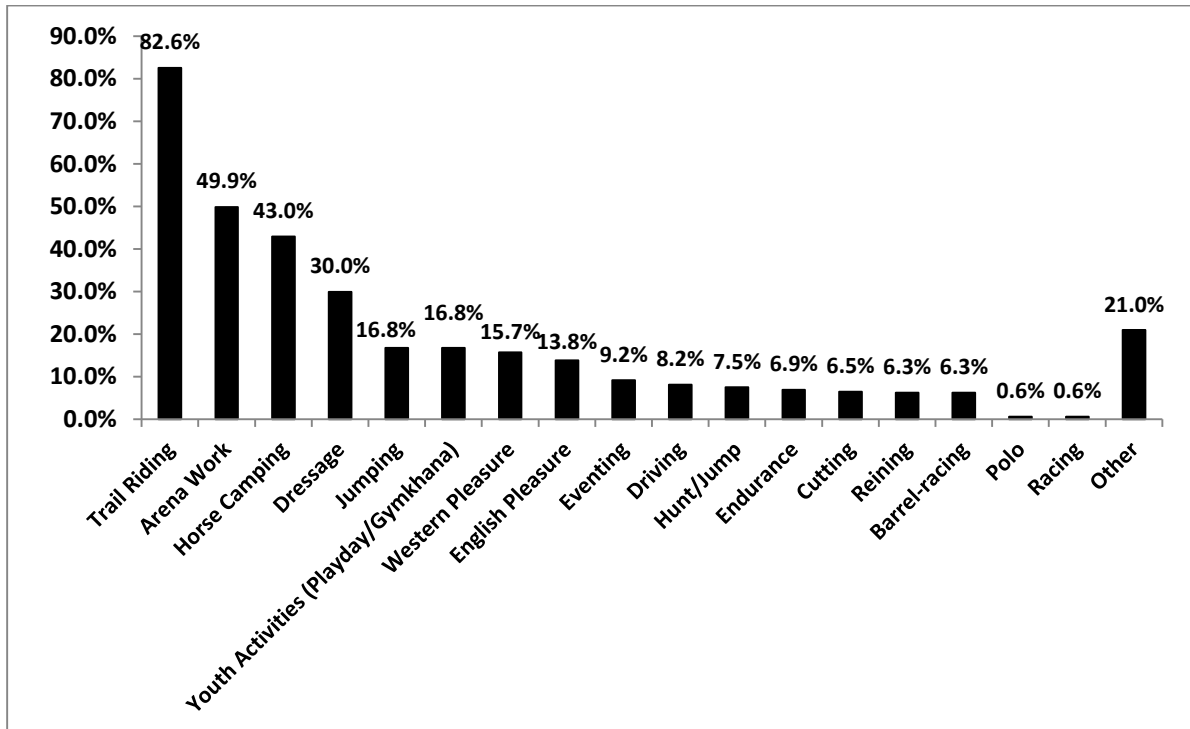


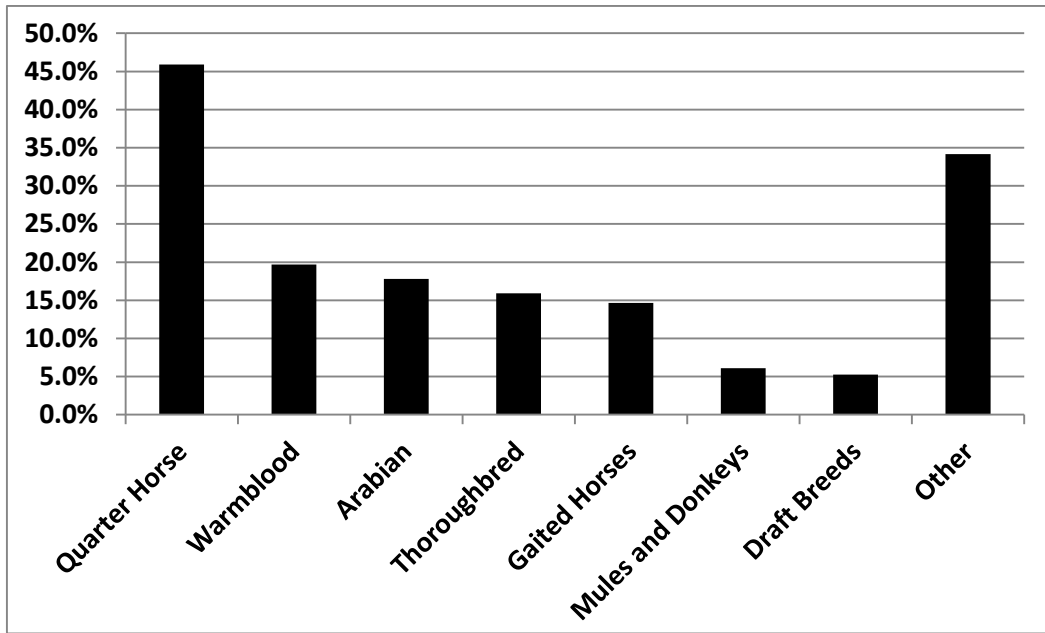
Table 1: Other Activities Identified by Survey Respondents

4H Horse Project	Pleasure Riding
Breed demonstration	Pony Club
Competitive trail riding	Ranch sorting, working with cattle
Drill team	Rescue and advocacy for wild horses and against slaughter
Equine therapy	Rodeo
Fox Hunting	Roping and branding
Ground play and casual riding	Saddleseat
Horse is simply a pet	Sorting and Trail Challenge
Human Therapy Horses	Team Penning/Roping
Jousting	Tours and shows
Jumper Equitation, Circus Tricks, Vaulting.	Trail Trials, Cattle sorting, Penning
Liberty work	Trick Riding
Natural horsemanship	Vaulting
Packing	Volunteer park patrol (state parks and regional parks)
Parades	Western or Cowboy Dressage

Another survey question asked about personal purchases of trucks or trailers used primarily for equine-related activities. Almost 51 percent of the respondents said that they had purchased a truck or a trailer in the last five years for equine-related activities. Additionally, there was a 1.03 ratio of trucks to trailers reported; for 103 trucks purchased, there were 100 trailers purchased. These data suggest that, for truck and trailer dealers, sales of trucks for equine use is correlated with a trailer purchase.

Figure 6 summarizes the percent of types of horses and other equine animals that live in Sonoma County and are owned by the 477 respondents.

Figure 6: Types of Horses Identified by Respondents



The main types identified in the “Other” category (in order of frequency) were the following:

- Mustang
- Morgan
- Miniature
- Friesian
- Appaloosa
- Welsh Pony

Figure 7: Horses Bought and Sold in 2013, Percent of Respondents

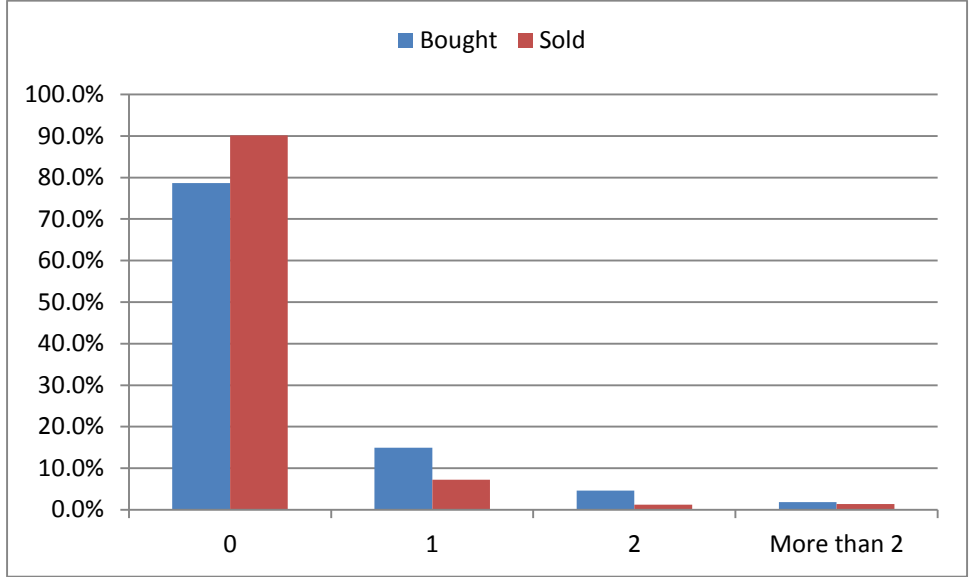
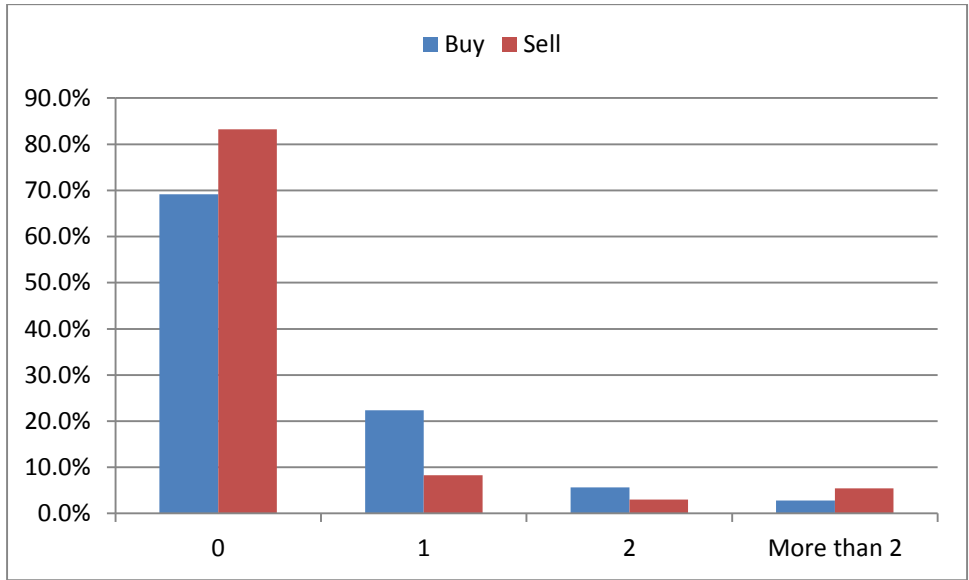


Figure 8: Horses to be Bought or Sold, 2014-2018, Percent of Respondents



In terms of buying and selling horses as an economic activity, Figure 7 shows the percent of respondents who bought and sold specific numbers of equines in 2013. Figure 8 shows the same type of data planned through 2018. The data show that very few current horse owners bought or sold equines in 2013, and, in most cases there was only one animal in the transaction; only a few more respondents stated they expected to buy or sell horses in the next five years. This supports the experience of equine community leaders that industry expansion in Sonoma County is often the result of new Sonoma County

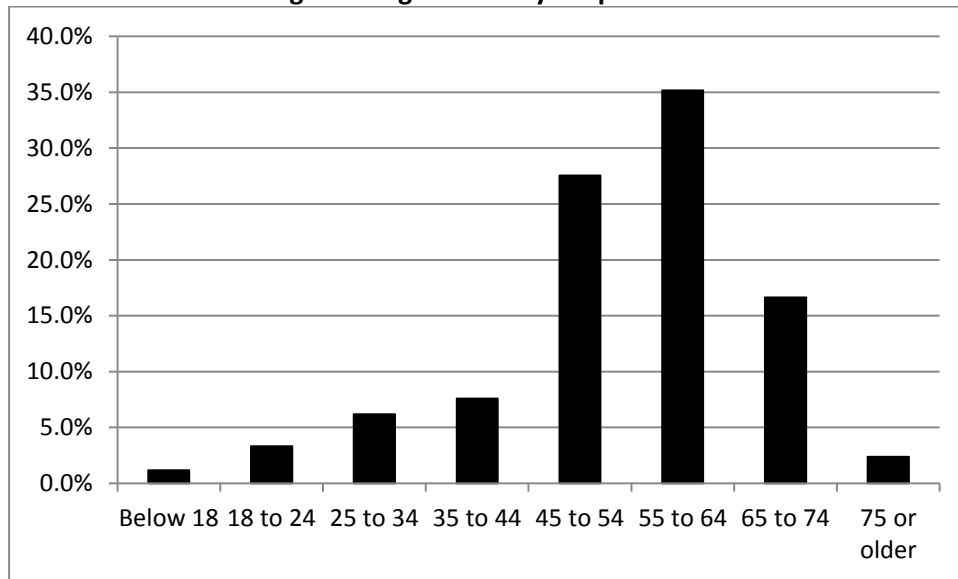
residency and non-current local horse owners resuming or entering an equestrian lifestyle after economic success or retirement. Horse club membership records appear to support such assumptions.

The median purchase and sales price reported by respondents was approximately \$5,000 per equine transaction. When asked how respondents acquired their equine animal(s), over 82 percent said they purchased their horse. Respondents may have acquired more than one horse, and each through different means. Horses were also gifted or leased; rescue, private adoption, and Bureau of Land Management “adoption” were predominant entries for “Other” types of acquisitions when detail was provided.

Demography of Respondents

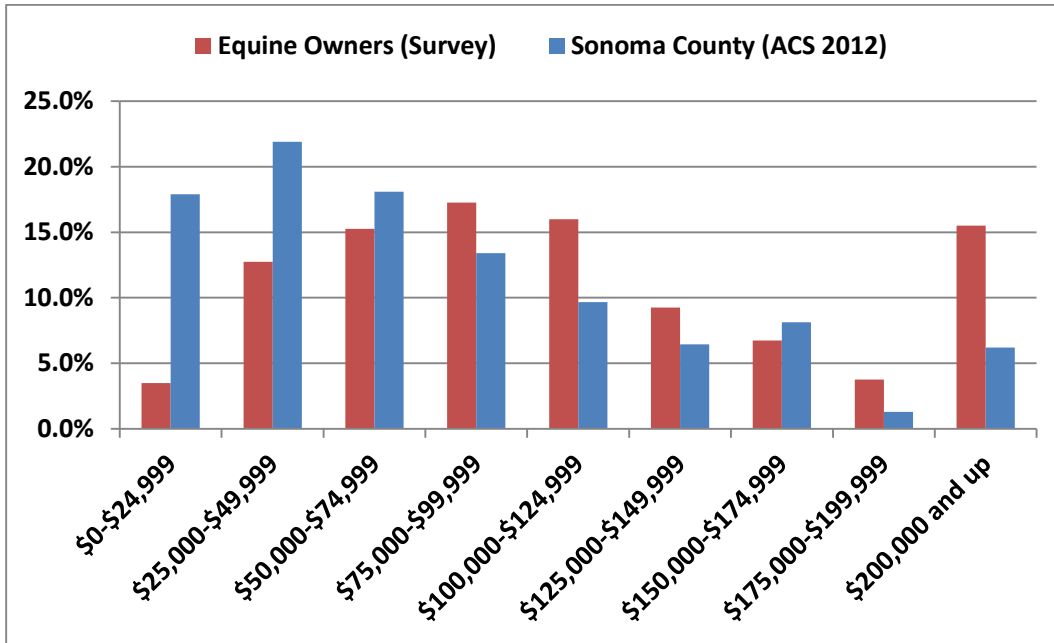
The survey also asked questions about the respondent’s demography to establish social attributes of horse and equine business owners. Over 96 percent of respondents provided their ethnicity and self-reported themselves “White” or Caucasian. In 2013, the Census Bureau’s American Community Survey reported Sonoma County’s population composed of 65 percent Caucasian.⁵ Figure 9 shows the proportion of respondents by age categories; Figure 10 shows income levels by categories.

Figure 9: Age of Survey Respondents



⁵ See factfinder2.census.gov for more information.

Figure 10: Income Levels Reported By Respondents



The age and income data suggest that Sonoma County horse owners tend to be above 45 years of age and are somewhat bimodal in terms of income. Sonoma County’s median age in 2012 was 40.3 years old. Sonoma County’s median income level in 2012, according to the American Community Survey of the Census Bureau, was \$59,941. A total of 68 percent of survey respondents reported annual incomes above \$75,000.

Figure 11: Where Equine Businesses Are in Sonoma County

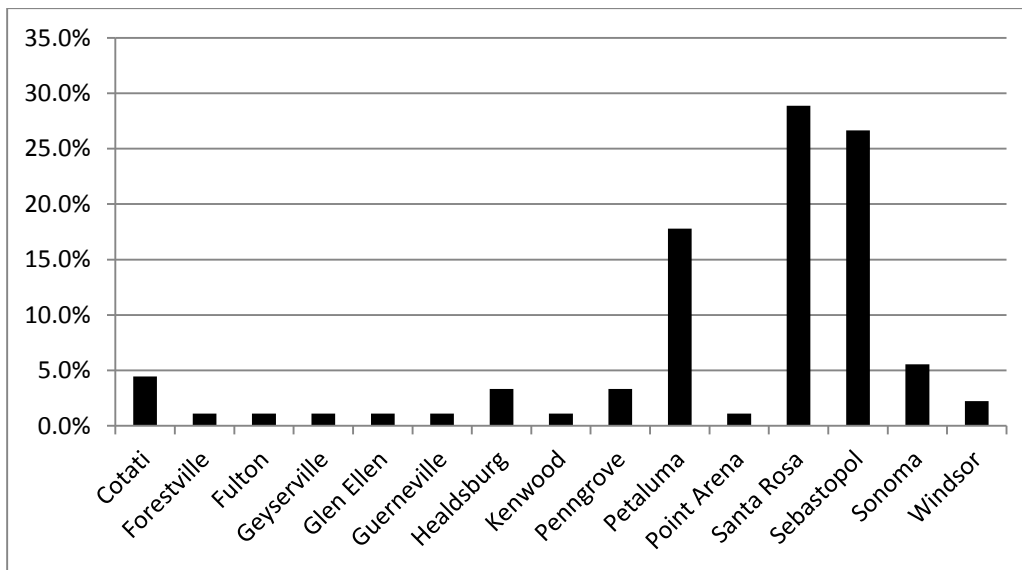


Figure 11 shows the location distribution of equine-related business across Sonoma County. These data suggest that Santa Rosa, Sebastopol, and Petaluma are where most of the business activity for equines takes place. Many equine businesses involve land; those that require a lot of land are in more rural parts of Sonoma County. Santa Rosa and Petaluma are the largest population areas. Sebastopol is a hub for commercial activity for west Sonoma County from Valley Ford to Forestville. Approximately 72 percent of the 497 respondents reported living in the same zip code as their horse(s).

Figure 12 shows the residential location for owners; Figure 13 shows residential locations for the horses.

Figure 12: Horse Owners' Residence Locations

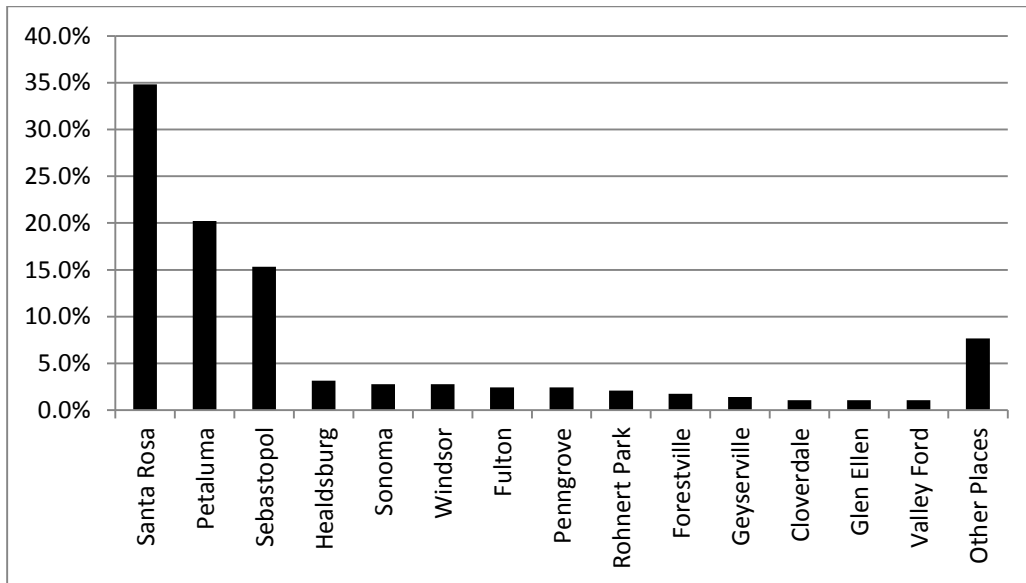
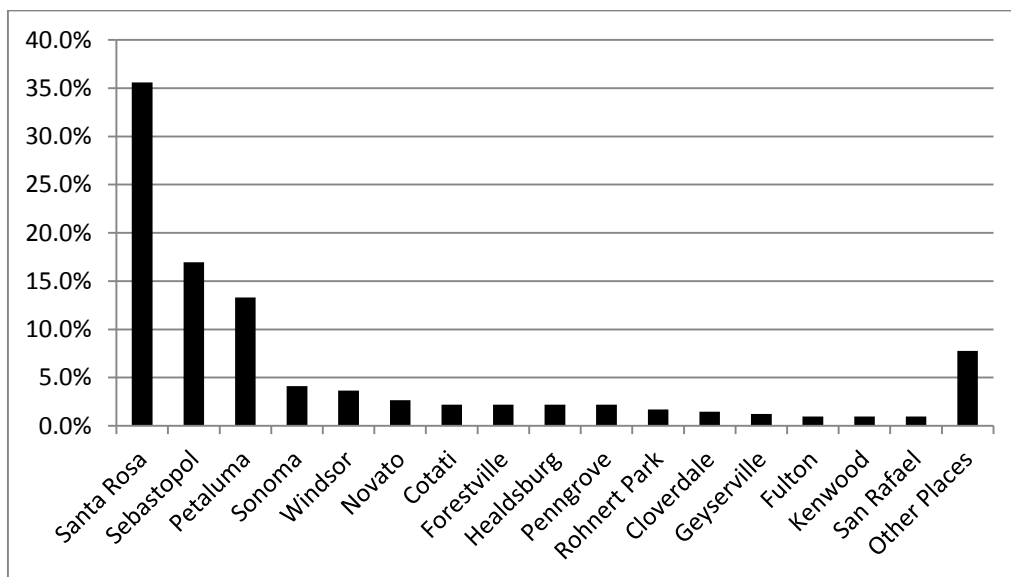


Figure 13: Equine Residence Locations



There is a high correlation between where owners live and where their horses live. There is also a high correlation between the residences of horse owners and the locations of commercial operations that support them. The ecosystem that supports equine animals and their owners has evolved in Sonoma County. The next section describes how horse owners and horses interact to impact the entire county economy.

Economic Impacts Data and Estimates

Data collected by the California Equestrian Park and Event Center (CEPEC) provided estimates of the direct economic impact from equine and equine-related businesses. The major categories of equine expenditures are shown in Table 2. The data are based on an estimate of 26,217 horses in Sonoma County as of 2013 provided by equine veterinarians, corrected for duplicate clients. The client count from these service providers in the aggregate should be a strong indication of county equine animals cared for regularly by professionals and thus acts as a valid headcount estimate.

To generate expenditure estimates, survey respondents who own horses were asked about their monthly, equine-related spending. Primary data collected from equine vendors and businesses throughout Sonoma County are shown in Table 2, which includes median level of spending reported for each category from the survey. The median monthly expenses show the midpoint of the data. Table 2 substantiates the survey data gathered from businesses on a monthly basis from horse owners in Sonoma County. The total monthly median expenditure, based on how horse owners in the survey described their monthly expenditures, is approximately \$1,475 per horse in 2013 or \$464 million annually.

Table 2: Monthly Cost of Horse Ownership, Survey Responses (n = 380 for this question)

Category	Median Monthly Expenses	Survey Total Annual Expenses
Training	\$200	\$62,920,800
Showing	100	31,460,400
Lessons	100	31,460,400
Boarding	450	141,571,800
Vet/Health care	100	31,460,400
Farrier	125	39,325,500
Feed/supplements	200	62,920,800
Tack/apparel	50	15,730,200
Transportation/trailering	100	31,460,400
Maintenance/Other	50	15,730,200
Monthly Total	\$1,475	\$464,040,900

Tables 3 through 5, the economic impact estimates using the IMPLAN® model for Sonoma County, provide economic impact estimates based on assumptions about direct expenditures and types of expenses.⁶ For example, horse shows, rodeos, and other competitive activities could be classified as indirect to equine spending. If the equine industry did not have a major presence in Sonoma County, it is doubtful that Sonoma County-based events would continue here in the same magnitude or frequency. Below is a list of the categorical inputs into the economic impact model by Table 2's expenses and the assumptions that make them direct expenses:

- Training: Direct expense of equine ownership, which would not exist in Sonoma County if it were not for horse ownership.
- Showing: Equine shows are attracted to Sonoma County because of the large number of local horses, also a sign of strong, local demand.
- Riding Lessons: As with equine training, riding lessons would likely not exist in Sonoma County if not for interest in riding (equitation generally) and the large number of local horse owners.
- Boarding: Very direct, as horses require boarding/stabling facilities.
- Vet/Health care/Farrier: Veterinarians and equine health specialists require a horse population and owners obtaining their services to sustain their business.
- Feed/Supplements: Feed and supplements are carried as inventory and also sold due to a local equine market. Retailers require a substantial horse and owner population to sustain their businesses.
- Tack/Apparel: Like feed and supplements, tack and apparel are necessary retail items to support equines and their use.
- Transportation/Trailer: Direct expenses for those who transport horses or run equine-related businesses.
- Maintenance/Other: Additional expenses of equine ownership, most of which require expenditures from an equine owner to support their activities.

It is important to recognize the depth and breadth of industries affected by equine ownership and businesses in Sonoma County. Tables 3 and 4 show that spending on horse training, boarding, riding lessons, equine health, feed, and other expenses ripple out into industries that are completely unrelated to equine animals in terms of their use. Because these economic impacts are also about people, equine owners and those employed by equine or related businesses spend incomes made from the equine industry on hundreds of other businesses. Such revenue supports thousands of jobs and those people who work and have businesses in Sonoma County. The economic impact analysis and model show that few industries are truly unrelated; the equine industry touches many other industries throughout the county.

⁶ See www.implan.com for more information.

Table 3: Jobs Supported by Equine Industry (Annual Estimate, Full-Time Equivalent Jobs)

Description	Direct	Indirect	Induced	Total
Training/Boarding	2,693	1	1	2,695
Veterinary and Equine Health (including Farriers)	1,163	0	6	1,169
Shows/Rodeo/Fair	881	54	6	941
Lessons	758	2	7	767
Feed and Supplements	138	22	39	199
Bars and Restaurants	0	31	133	164
Maintenance and other equine expenses	144	8	6	158
Tack and Apparel	109	1	11	121
Real Estate Establishments	0	36	41	77
Medical and Dental Offices	0	0	71	71
Trucks, trailers, ATVs maintenance, fuel, expenses	47	1	23	71
Employment Services	0	31	19	50
Investment Banking	0	12	38	50
Lodging for Equine Shows	34	7	9	50
Grocery Stores	0	1	41	42
Private Hospitals	0	0	42	42
Nursing and Residential Care facilities	0	0	41	41
Private Household Operations	0	0	41	41
Check Cashing/Pawn	0	13	26	39
Accounting, Bookkeeping and Payroll Services	0	24	11	35
Retail Stores - General merchandise	0	1	33	34
Services to buildings and dwellings	0	19	14	33
Individual and family services	0	0	34	34
Architectural, engineering, and related services	0	25	4	29
Other private educational services	0	10	18	28
Internet Retail Sales – General	0	1	26	27
Nonprofit organizations (including horse clubs)	0	9	18	27
Insurance agencies	0	19	6	25
Legal services	0	12	12	24
All others	0	238	409	647
Total	5,967	578	1,186	7,731

**Table 4: Business Revenues Supported
(Annual Estimates for Sonoma County Thousands of 2013 dollars)**

Description	Direct	Indirect	Induced	Total
Training/Boarding	\$164,357	\$55	\$65	\$164,477
Veterinary and Equine Health (including Farriers)	70,786	2	402	71,190
Shows/Rodeo/Fair		1,945	389	33,794
Wholesale trade businesses	21,645	4,020	7,219	32,884
Lessons	31,460	83	324	31,867
Maintenance and other equine expenses	23,580	1,309	1,135	26,024
Rental income for property owners	-	-	24,197	24,197
Real estate agencies	-	6,681	10,017	16,698
Bars and Restaurants	-	1,891	10,270	12,161
Medical and Dental Offices	-	4	11,258	11,262
Private hospitals	-	5	8,644	8,649
Banks and Credit Unions	-	2,425	6,138	8,563
Truck/Trailer/ATV expenses and purchases	4,908	141	2,810	7,859
Apparel and Tack	6,119	30	748	6,897
Insurance carriers	-	1,384	5,195	6,579
Check Cashing/Pawn	-	1,797	4,690	6,487
Lodging for Shows	3,998	735	1,298	6,031
Telecommunications	-	1,904	2,713	4,617
Medical and diagnostic labs, outpatient care services	-	622	3,947	4,569
Pharmaceutical preparation manufacturing	-	2,479	2,039	4,518
Investment Banking	-	792	3,719	4,511
Legal services	-	2,033	2,374	4,407
Accounting, bookkeeping, and payroll services	-	2,772	1,530	4,302
Architectural, engineering, and related services	-	3,517	546	4,063
State and local government fees	158	484	3,002	3,644
Grocery Stores	-	95	3,445	3,540
Nursing and residential care facilities	-	-	3,458	3,458
Insurance agencies	-	1,826	990	2,816
Services to buildings and dwellings	-	1,317	1,226	2,543
Retail Stores - General merchandise	-	66	2,421	2,487
All Others	31,460	32,473	57,586	88,026
Totals	\$358,471	\$70,854	\$183,795	\$613,120

Table 5 shows estimates of tax revenues generated by the equine industry in Sonoma County. Table 5 splits the estimated sales taxes supported by the equine industry into state and county in terms of which level of government retains the tax revenues. Property taxes and Transient Occupancy Tax (TOT) are assumed to be retained 100 percent within Sonoma County. The tax revenues generated by the economic impacts of the equine industry, or those which would not exist without an equine industry in Sonoma County, were approximately \$11,306,600 in 2013, or 3 percent of the county’s budgeted revenue for 2013-14’s fiscal year.⁷ Table 5 provides data on tax revenues generated annually by the equine industry and their economic impacts, further explained below.

Sales taxes are split between the cities, county, and state. On April 1, 2014, the effective sales tax rate for Sonoma County will be a minimum of 8.25 percent with a maximum tax of 9 percent in Sebastopol. The state of California retains 6.5 percent of that, which makes for another 1.75 percent to be split between funding for the SMART rail project, transportation funding otherwise, open space and agricultural preservation, and general cities and county uses. Specific municipalities may generate more sales tax revenue based on city-level initiatives, which are not considered herein.

**Table 5: Equine Industry Supported Annual Tax Revenues
State and Local Governments, 2013 dollars**

Type of Tax	Revenue
Employment Taxes	\$711,100
Sales taxes – California	\$6,653,900
Sales taxes – Sonoma County	\$1,791,400
Property taxes – Sonoma County	\$9,315,300
Personal Income	\$6,293,300
Other Taxes and Fees	\$4,457,400
TOT – Sonoma County (Cities)	\$199,900
Total State and Local taxes	\$29,422,300
Subtotal for Sonoma County	\$11,306,600

As a way to test the survey findings, California Equestrian Park and Event Center (CEPEC) led a parallel effort to look at spending by both horse owners and local businesses in Sonoma County. The data search by CEPEC was not informed by the survey results at all, but corroborated many of the survey

⁷ See Sonoma County’s adopted budget for Fiscal Year 2013-14 at the following website:
http://www.sonoma-county.org/auditor/pdf/fy_2013-2014_adopted_budget.pdf

findings. CEPEC's key contribution to the final study and results was helping to estimate the number of horses in Sonoma County.⁸

Conclusions

An estimated 26,217 horses resided in Sonoma County in 2013. Survey data collected between November 2013 and March 2014 provided primary data on equine businesses and ownership. Further business data were collected by SSU from the survey data and other government data about Sonoma County's demography and the equine industry.

The equine industry in Sonoma County contains a wide breadth of services and products for both equine owners and local business. From local barns and stables to horse training and riding lessons, equine health providers, farriers, and maintenance workers help support working horses throughout the county and region that support local agriculture. The importance of this industry on regional connections is growing annually. The Sonoma County Fair, for example, draws from a regional audience annually for its horse racing, sponsored horse shows, and other events. The Sonoma Horse Park in Petaluma hosts events that draw a global audience and participation. These connections convert equine activities into tourism spending; tourism spending further expands the economic impacts to hotel stays, restaurant meals, transient occupancy tax (TOT or the bed tax for hotel stays) revenue for Sonoma County cities, and sales tax revenues.

Sonoma County's horse owners tend to be middle age and have relatively high incomes. These owners participate in a number of equestrian activities that complement and provide demand to equine businesses and service providers. Trail and arena riding tend to be the dominant equestrian activities in the county, but other activities such as horse camping, dressage, and pleasure riding were also reported as frequent activities by survey respondents. Quarterhorses and Warmbloods are the dominant types of horses owned, but Thoroughbreds, Gaited Horses, Morgans, Mustangs, and miniature horses are also relatively plentiful. Owners tend to own between one and two horses, and do not foresee substantial buying and selling activity in the next five years. Santa Rosa, Sebastopol, and Petaluma are where most owners and their equines reside.

Equine ownership and use of land is a big business in Sonoma County. Yet, this study was not equipped to assess the value of dedicated equine land use because it is difficult to know what land and capital is committed solely to equine ownership based on the County's healthy mix of agricultural land uses. It is important to recognize that real estate transactions for horse-specific properties augment the economic impacts and available capital for horse ownership and businesses in the county. Further, land use considerations should take into account the importance of this industry as an economic engine for

⁸ CEPEC's contributions to this study were: gathering and compiling data from Sonoma County records and interviews with equine and related businesses in Sonoma County. Because the final estimate from CEPEC (\$486 million) was slightly larger than what the survey data suggested, this study used the more conservative figure in terms of total spending on Sonoma County's equine industry.

the county. It is known that numerous working equines are housed on Sonoma County farms and ranches and support youth and adult FFA and 4H projects.

In 2013, Sonoma County horse owners incurred approximately \$464 million in direct expenses relating to their ownership of their equine animals. When one considers the indirect and induced effects of these direct expenses, we see that the Sonoma County equine industry generates over \$613 million in business revenues annually due to the relationships between people who own and care for horses, and the businesses that support this ownership. These business revenues support over 7,760 jobs across hundreds of industries in Sonoma County, and provide almost \$12 million per year to county and city governments in taxes.

References

American Community Survey (ACS), 2004-2012, Accessed at <<<http://factfinder2.census.gov>>> between November 1, 2013 and February 28, 2014

Economic Census (2007), Accessed at << <https://www.census.gov/econ/>>>, January 1, 2014

Sonoma State University (2004) "Economic Impact of the Sonoma County Equine Industry", accessed at <<http://www.aowha.org/documents/sonoma_state_study_2004.pdf>>

Deloitte (2005), "The Economic Impact of the Horse Industry on the United States", funded by the American Horse Council (summary available at <<<http://www.horsecouncil.org/national-economic-impact-us-horse-industry>>>

University of Kentucky (2013) "2012 Kentucky Equine Survey Report", Accessed at << <http://equine.ca.uky.edu/kyequinesurvey>>> , January 1, 2014

Acknowledgements

The authors thank The Sonoma County Horse Council for its funding of this report.

Special thanks to local equestrian community leaders Patrice Doyle, Ron Malone, Michael Murphy, Lisa Thomas, and Ed Weber for their structural and editorial contributions to the Report.

A debt of gratitude is owed to California Equestrian Park and Event Center (CEPEC) and Wanda Smith for providing primary data generation, editing, and guidance throughout this report.

Finally, the authors would like to thank Carlos Benito posthumously for keeping this report going beyond his time.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: August 12, 2014

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Susan Klassen (707) 565-2231

Supervisorial District(s):

All

Title: Transportation and Public Works Appointment of Retiree Extra-Help

Recommended Actions:

Pursuant to Government Code §7522.56 approve the appointment of James Arcady as an Engineering Technician III 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 13, 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.

JAMES ARCADY ENGINEERING TECHNICIAN III, retired on July 22, 2014. Mr. Arcady worked for the Department for 13 years. Mr. Arcady will be needed to compile and prepare the comprehensive Semi Annual Title V Monitoring Report due to the EPA, CARB, and the BAAQMD by August 31, 2014. Mr. Arcady is the only staff remaining who has experience preparing this critical report and will be the most cost effective means for the County to comply with this requirement. Mr. Arcady will also be available for consultation and support on other work in progress.

It is not practical for the Department to recruit to replace Mr. Arcady, when these functions are expected to become the responsibility of a private operator of the Central Landfill under the terms of the Master Operations Agreement in the near future.

Transportation and Public Works has consulted with the Human Resources Department which is supportive of the recommended action.

In accordance with Government Code section 7422.56, Transportation and Public Works is asking the Board certify as follows:

- James Arcady appointment to Engineering Technician III is necessary to fill a critically needed position within 180 days of his retirement date;
- James Arcady did not accept retirement incentives upon his retirement; and
- James Arcady appointment shall not exceed 960 hours per year.
-

If the Board of Supervisors makes the foregoing certifications, James Arcady will be hired as of August 13, 2014 as Engineering Technician III.

Prior Board Actions:

None.

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

This position plays a critical role in compliance reporting.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 13,956		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 13,956
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 13,956	Total Sources	\$ 13,956

Narrative Explanation of Fiscal Impacts (If Required):

Engineering Technician III Extra-Help expenditures will be offset by salary savings in the Refuse Division due to staff vacancies in the Department. No additional appropriations are necessary.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Engineering Technician III	\$27.68-\$33.64		

Narrative Explanation of Staffing Impacts (If Required):

This is a Retiree Extra-Help appointment; no permanent allocations are being added or changed.
--

Attachments:

None.

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

None.
